

**BOROUGH OF HIGHLANDS
MONMOUTH COUNTY, NEW JERSEY**

REQUEST FOR PROPOSALS

BOROUGH OF HIGHLANDS SANITARY SEWER SYSTEM OPERATION AND MAINTENANCE

MAY 2014

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PART 1 – INTRODUCTION

1.1 Purpose

The intent of this Request For Proposal (RFP) and resulting contract is to obtain professional operational services to operate and maintain the Borough's sanitary sewer system. The Borough's sanitary sewer system consists of three pump stations and collection system. The term of the contract is for a period of three (3) years from June 1, 2014 to May 31, 2017 with an option to cancel after one (1) year.

Bidders responding to this RFP shall have the requisite experience and knowledgeable background and qualifications in the provision of the services described herein.

1.2.1 Sanitary Sewerage System

The Borough owns and operates its own sanitary sewerage system which discharges to the Township of Middletown Sewerage Authority (TOMSA) system for treatment. The sanitary sewerage system consists of the gravity sewer collection system and 3 pumping stations and associated force mains and appurtenances. Operation and maintenance services for the Borough's entire sanitary sewer system is the subject of this RFP.

The Highlands Pump Station (HPS) consists of a wet well, two equalization basins, a dry well, and controls and instrumentation. The pump station discharges through an 8" force main that runs from the pump station into Miller Street, along Route 36 to the intersection of Navesink Avenue, then heads south on Navesink Avenue to the intersection at Monmouth Avenue and ends approximately 300 ft north of the intersection of Sears and Monmouth Avenues.

The HPS is equipped with an emergency generator which uses diesel fuel. The station has an electromagnetic meter on the effluent pipe. Sewage passes through the HPS as follows:

1. A gravity main discharges into a channel in the wet well. The channel has a gravel stop and two comminutors.
2. Downstream of the comminutors, sewage drops into the wet well. In the wet well there are three submersible pumps. Two pumps operate during high flows. The third is on standby. The wet well pumps discharge sewage into a common trough. The trough empties into one or both equalization basins.
3. Upon entering the equalization basins, sewage is agitated by mixers (one per equalization basin) to keep rags and solids in suspension. Inside the dry well there are three progressive cavity pumps which suck from the equalization basins. Two progressive capacity pumps run during peak flows. The third is standby only.

The South Bay Avenue Pump Station consists of a wet well and valve chamber. The wet

well contains two submersible pumps. The valve chamber contains a bypass connection and valving. Flow enters the station through an 8” gravity sewer. Sewage is screened with a trash basket as it enters the wet well. The wet well level is monitored by a series of floats which operate the two submersible pumps. The 4” pump discharge pipes exit the wet well and enter the valve chamber. Inside the valve chamber, the pump discharge pipes combine into a common 4” force main. A bypass connection is located outside the valve chamber. The connection allows for bypass of the wet well.

The Waterwitch Avenue Pump Station consists of a dry well and wet well. Above the wells sits a masonry building that houses controls, electrical panels and access hatches. Flow enters the wet well through a 12” sanitary sewer from Waterwitch Avenue. Flow is screened in the wet well by a manually cleaned bar screen. Flow is pumped through two dry pit pumps via 6” piping and force main.

Below is a table listing key characteristics for each pump station.

Table 1: Sanitary Sewer Pump Station Characteristics

Pump Station	Pump Type	Pump Make	Operating Point (gpm/ft of TDH)	Air Releases on Force Main	Station Type
Highlands Pump Station	Progressive Cavity	Moyno	400gpm @ 120psi	Yes	Wet Well/Dry Well with Building
South Bay Avenue Pump Station	Submersible	-	-	No	Wet Well with Valve Chamber
Waterwitch Avenue Pump Station	Dry Pit	-	-	No	Wet Well/Dry Well with Building

The Borough’s collection system consists of gravity sanitary sewers ranging in diameter from 8” to 20”. The sanitary sewer system provides service to the entire Borough and Monmouth Hills, a section a Middletown Township.

PART 2 – BIDDER QUALIFICATIONS

Bidders shall provide at a minimum the following information and qualifications as part of their respective bid packages. Qualifications shall be clearly typed, labeled and organized. Bidders may submit additional information for consideration.

2.1 Form

The Bidder shall provide the appropriate information required in accordance with the following content and format requirements.

1. All related information shall be bound as a single document, unless impractical.
2. The responses shall be concise, clear, factual, and complete with a minimum of extraneous material.
3. The Proposal shall be indexed and sectioned and shall be prefaced with a table of contents.
4. The Proposal documents shall, to the extent reasonably possible, be typed or printed (1-1/2" spacing) on 8-1/2" x 11" paper (other than copied information).

2.2 Cover Letter and Signature Requirements

- A. Together with each Proposal, the Borough must receive one (1) original cover letter on the official letterhead of the Bidder, which acknowledges, among other things, that the Bidder has completely reviewed and understands and agrees to be bound by the requirements of the RFP, and such letter commits the Bidder, if selected, to carrying out the provisions of the RFP. The entity submitting the Proposal also must, unless otherwise agreed to by the Borough, be the same entity that executes the service contract relating to the services covered by the Proposal.
- B. The cover letter must be signed by an Authorized Representative of the Bidder who is empowered to sign the Proposal and to commit the Bidder to the obligations contained in the RFP.
- C. All forms that require signatures of the Bidder shall be signed by the same individual(s) signing the cover letter.

2.3 Required Submissions

Bidders shall either use forms provided herein, or, if no forms are provided for a specific item, bidders shall submit the information on a typed form of their choosing. Refer to Appendix A for applicable blank forms.

2.3.1 Relevant Corporate and Individual Experience for Proposed Onsite Personnel.

- A. Corporate experience shall include the following:
 1. Company profile.
 2. Company history.
 3. Company organizational chart including firm's principals and executives of the highest level.
 4. Project Manager or Principal with at least 15 years' experience in the wastewater industry, including positions with high public visibility.
 5. Licensed Sanitary Sewer Collection System Operators and Professional Engineers in the State of New Jersey.
 6. Successful negotiations and compliance with all permits, regulations, and protection against any environmental infractions.
 7. Successful operation and management of sanitary sewer collection system facilities similar to the Borough.

2.3.2 References

- A. Provide references for all operation maintenance contracts held by the Bidder in the past five years, including terminated contracts, contracts where the Bidder replaced or was replaced by another firm, and contracts that were not renewed. Provide contract name, contact person name, telephone number, address, contract value, licenses required, date of start and completion of contract, and facility size. Sample form provided.

2.3.3 Resumes of Key Personnel

- A. Provide resumes for key on-site contract personnel, including, but not limited to, operators, maintenance supervisors and foremen, administrative, and client management staff proposed for this assignment.
- B. Provide resumes for company Principal or Project Manager who will be responsible for the overall contract administration.
- C. Provide resumes for Licensed Operators proposed for this assignment.
- D. Provide resumes for key engineering and other professionals.

2.3.4 Required Licenses

- A. Provide copies of all licenses required for the operation of the Sanitary Sewerage Collection and Pumping System. Bidders shall maintain a minimum of a C-2 license for the Sanitary Sewer Collection and Pumping System based on current New Jersey Department of Environmental Protection (NJDEP) classification requirements (N.J.A.C. 7:10A).
- B. Provide copies of certifications for personnel certified for Confined Space Entry. The Borough's sewage facilities have confined spaces. The Contractor shall be required to adhere to all requirements when entering confined spaces in accordance with OSHA guidelines and maintain the proper record documentation as applicable.

2.3.5 Project Approach

- A. Bidders shall submit a detailed project approach describing how the firm proposes to operate and maintain the specified Borough facilities. This project approach shall detail the Bidder's approach and philosophy of project management for the sanitary sewer system. Bidders shall include project staffing and organizational structure including names of key personnel in operation, management, public relations, and NJDEP/EPA interface. Bidders shall also name and provide a brief description of any management, and maintenance management software packages to be used

for facility operation, management, and/or recordkeeping.

2.3.6 Cost Proposal

- A. Proposed fees shall be provided on Proposal Forms enclosed in this RFP. This form shall include Lump Sum prices for specified items.
 - 1. Proposed sanitary sewerage system fees shall be provided on their respective forms, as applicable.
 - 2. Bidders shall include overall operation and maintenance cost as a lump sum for each year listed on the forms.
- B. The Bidder shall provide a listing of labor and equipment rates for emergency repairs.
- C. Refer to Appendix B for a copy of the Proposal for the sanitary sewer system.

2.3.7 Contract Terms

- A. The Contract term shall be three (3) years, beginning on June 1, 2014 and ending May 31, 2017 with an option to cancel after one (1) year.
- B. The contract shall also have the option for a three (3) year renewal at the Borough's request.
- C. The Contract will commence within ten (10) days of award.
- D. The Borough may terminate the Contract prematurely with cause and/or pursue a cause of action for actual damages as described below and determined by the Contract documents.
 - 1. Just cause shall be considered to be the following:
 - a. The failure of the Bidder to perform or observe any of its material covenants, agreements, obligations and/or duties created by this RFP and subsequent Contract;
 - b. The persistent and repeated failure by the Bidder to administer, operate, maintain and/or repair the Sanitary Sewer Collection System in accordance with the material terms and provisions of this RFP and subsequent Contract;
 - c. A determination that any representation, warranty or covenant made by the Bidder shall prove to be false and/or misleading in any material respect;
 - d. The commencement of any bankruptcy, insolvency,

liquidation and/or similar proceeding against the Bidder and/or any of its subsidiaries and/or related companies which materially and adversely affects the Bidder's ability to perform its duties or obligations under this Agreement; the consent by the Bidder and/or any of its subsidiaries and/or related companies, to the appointment of and/or taking possession by a receiver, liquidator, assignee, trustee and/or custodian of the Bidder and/or any of its subsidiaries and/or related companies, and/or any substantial part of their respective assets which materially and adversely affects the Bidder's ability to perform its duties or obligations under this Agreement; the making by the Bidder and/or any of its subsidiaries and/or related companies, of any assignment for the benefit of creditors that would materially and adversely affect the Bidder's ability to perform its duties or obligations under this Agreement; and/or the failure by the Bidder and/or any of its subsidiaries and/or related companies, to generally pay its debts as they come due; or

2. In the event of 1a or 1b, the Borough shall provide written notice of the deficiencies and grant the Bidder a 30 day period to remediate the issues. The Borough shall issue a second written notice providing a 15 day remediation period, if the Bidder fails to remedy the deficiencies during the first thirty (30) days. If, after the fifteen (15) day remediation period, the Bidder fails to correct the issues, the Borough shall terminate the contract and may pursue legal actions and/or damages.
3. Upon the happening of any event described in 1c or 1d, the Borough shall have the right to immediately terminate this RFP and subsequent Contract upon thirty (30) days prior written notice to the Bidder. The Borough and the Bidder specifically agree that this Agreement shall terminate immediately after thirty (30) Days from the receipt of such written notice to the Bidder.

2.3.8 Bonds

A. Proposal Security

1. Proposal security, in the amount of Twenty Thousand Dollars (\$20,000), must accompany the Proposal when submitted. The Proposal security may be a bid bond or cashier's check or certified check payable to the Borough of Highlands. Any Proposal security must be valid for a period of at least three (3) months. No Proposal shall be considered unless accompanied by the required

Proposal security.

2. The respective Proposal security shall be returned to all but the Qualified Bidders within thirty (30) business days after the Proposal opening. The Proposal security submitted by the unsuccessful Qualified Bidders will be returned within three (3) business days after the execution of the Service contract by and between the Borough and the successful Bidder. The Proposal security of the selected bidder will be returned upon execution of the service contract.

B. Performance Bond, Letter of Credit or Guaranty Agreement

1. A properly and duly authorized letter committing to issue and/or execute an annually renewable performance bond, irrevocable letter of credit, or guaranty agreement, respectively, in the amount 25% of the total base bid amount if the Bidder is qualified and subsequently selected by the Borough to execute a service contract.
2. The release of above performance guarantee shall be contingent upon a Final Inspection to be performed by the Borough within 60 days of the termination of the contract. Any deficiencies noted during this inspection which are the result of actions, failures, or negligence of the Bidder shall be remedied to the Borough satisfaction prior to release of the bond.

2.3.9 Insurance

- A. All insurance coverage's referenced in the forgoing insurance requirements purchased by Bidder shall use Insurers with a minimum A.M. Best rating of A-VIII and Insurers shall be licensed and admitted to do business in the state of New Jersey or otherwise acceptable to the Owner.
- B. Bidder shall not charge a markup or fee of any type on any insurance purchased required under the forgoing insurance requirements.
- C. Compliance by Bidder with the carrying of insurance and furnishing of Acord certificates of insurance, shall not in any way relieve Bidder from any liability or diminish their obligations under this agreement or any other agreement with Owner or by law.
- D. It is understood and agreed authorization is hereby granted to Owner to either terminate Bidder or withhold payments to Bidder until properly executed Acord certificates of insurance with copies of the Additional Insured, Primary and Non-Contributory Basis and Waiver of Subrogation

endorsements providing insurance as required herein are received and approved by the Owner.

- E. Upon request of the Owner, a copy of the required insurance policies and any other documents required to verify such insurance are to be submitted to the Owner. Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- F. Bidders shall maintain for the full term of their work, at their expense, the following insurance coverages:
 - 1. Property - insurance to insure Bidder's own equipment, materials and tools that are used by the Bidder to perform services under this agreement.
 - 2. Commercial General Liability - insurance shall cover all operations of Bidder and coverage for bodily injury and property damage, advertising and personal injury liability with minimum limits of not less than:
 - a. \$5,000,000 General Aggregate Limit (Other than Products – Completed Operations)
 - b. \$5,000,000 Products – Completed Operations Aggregate
 - c. \$1,000,000 Personal and Advertising Injury Limit
 - d. \$1,000,000 Each Occurrence Limit
 - e. \$1,000,000 Fire Damage Liability
 - 3. Commercial Automobile Liability – insurance coverage with minimum limits of \$5,000,000 per accident for all Owned, Leased, Non-Owned and Hired vehicles.
 - 4. Workers' Compensation - insurance in accordance with the applicable New Jersey statutes and laws. This includes sole proprietorships and officers of corporations who will be performing services on the premises.
 - 5. Employers Liability – insurance coverage with minimum limits as follows:
 - a. \$500,000 Bodily Injury by Accident, for each accident
 - b. \$500,000 Bodily Injury by Disease, policy limit
 - c. \$500,000 Bodily Injury by Disease, each employee
 - 6. Umbrella Liability - insurance shall be excess of employers' liability, commercial general liability and commercial automobile liability. Insurance shall cover all operations of Bidder and

coverage shall minimally provide the same coverages, Additional Insureds and terms and conditions included in the primary policies with minimum limits of not less than:

- a. \$5,000,000 General Aggregate Limit
 - b. \$5,000,000 Each Occurrence Limit
 - c. \$5,000,000 Products – Completed Operations Aggregate
7. Crime (fidelity) – insurance covering all employees of Bidder with minimum limits of \$1,000,000, including third party coverage to protect the interest of Owner. The policy shall be endorsed with a joint loss payee endorsement naming Owner and granting Owner the right to direct adjustment with the insurer in the event of a loss.
8. Professional Liability (errors & omissions) – insurance with minimum limits of \$2,000,000 each claim. Policy shall provide coverage for the services to be performed by Bidder for Owner under this agreement. Retroactive date shall be prior to the commencement of such services. Coverage or extended reporting period shall remain in force for three (3) years following the end of services or termination of this agreement.
9. Pollution Liability (Contractors Form) – insurance with minimum limits of \$5,000,000 each claim with the following minimum enhancements for the Premises:
- a. Bidders policy is primary coverage,
 - b. Specifically schedule the Premises on the policy as a covered location,
 - c. Business income and extra expense coverage with a minimum limit of \$2,000,000,
 - d. Include Natural Resource Damage (NRD) coverage.
- Such coverage shall remain in force until the end of services or termination of this agreement. If claims made form, coverage or extended reporting period shall remain in force for one (1) year following the end of services or termination of this agreement.
10. And such other insurance as may be required by Law, Owner or Bidder deems necessary to maintain.
- G. Bidders shall furnish Owner with Acord certificates of insurance reflecting all of the above required insurance coverages along with a copy of the actual policy language or endorsements providing: Additional Insured status, Additional Insured is on a Primary and Non-Contributory Basis, and Waiver of Subrogation. Any exclusions or conditions which deviate

from standard insurance language or forms must be indicated on the Acord certificate of insurance. All Acord certificates will provide at least thirty (30) days prior written notice of cancellation or non-renewal of any of the aforesaid coverages except ten (10) days for non-payment of premium.

Bidder's Acord certificates will evidence all self-insured retention's, deductibles, and or self-insurance greater than \$5,000 for any of the aforesaid coverages. Bidders shall be responsible, at no additional cost to Owner, for the payment of any deductibles or self-insured retention in connection with the insurance coverages required by this agreement.

Higher limits of coverage may be required if the work to be performed is hazardous as determined and directed by Owner or Bidder.

Bidders shall cooperate with Owner's Insurers with respect to any and all claims which may arise as respects their services under this agreement. Bidders shall notify Owner in writing as soon as possible after it receives notice of any loss, damage, or injury. Bidders shall take no action which might operate to bar Owner from obtaining any protection afforded by any of Bidder's insurance policies or which might prejudice Owner in its defense to a claim based on such loss, damage, or injury.

- H. Bidders shall cause all contractors, subcontractors, vendors, suppliers of performing work or providing supplies to maintain for the full term of such parties' work and at such parties' own expense, the same minimum insurance requirements as outlined above except (i) Commercial General Liability General Aggregate is on a Per Project basis, (ii) Pollution Liability (Contractors Form) minimum limit is \$2,000,000 each claim, (iii) does not need to maintain Crime insurance, (iv) only needs to maintain Professional Liability coverage if performing services of a professional nature such as architect, engineers and so on, (v) Installation Floater to insure all materials that are part of any work until such time as the materials are accepted by Owner on a Cause of Loss – Special form (“all risk”) including flood and earthquake, temporary offsite storage, transit, boiler and machinery coverage and a deductible of no greater than \$10,000.

Bidders shall collect and maintain copies of all contractors, subcontractors, vendors, suppliers of performing work or providing supplies Acord certificates reflecting all of the above minimum insurance coverage with the same attachments as required of Bidder.

- I. The insurance requirements set forth herein will in no way limit Bidders, contractor, subcontractors, vendors, suppliers of performing work or providing supplies liability arising out of their work or related activities (including liability under indemnification provisions or under any other

agreements or at law). The inclusions, coverage and limits set forth herein are minimum inclusions, coverage and limits. The required minimum limits set forth herein will not be construed as a limitation of the Owner's rights under any policy with higher limits, and no policy maintained by Bidders, contractor, subcontractors, vendors, suppliers of performing work or providing supplies will be endorsed to include such a limitation. Nothing contained herein will be construed as limiting the type, quality or quantity of insurance coverage that Bidders, contractor, subcontractors, vendors, suppliers of performing work or providing supplies should maintain. Bidders, contractor, subcontractors, vendors, suppliers of performing work or providing supplies will be responsible for determining appropriate inclusions, coverage and limits which may be in excess of the minimum requirements set forth herein.

2.3.10 Equipment Listing

- A. The Bidder shall provide a listing of all vehicles, tools and equipment that it owns and/or leases that will be available to provide the services described herein. If the Bidder leases any portion of the vehicles or equipment, the owner of the same shall be identified. If the Bidder does not currently own or lease said vehicles or equipment to be utilized in the execution of the services described herein, the Bidder shall identify how it intends to procure such vehicles and/or equipment, and shall submit a letter of commitment from a seller or lessor indicating that if selected to execute a service contract, such seller or lessor will make such equipment available to the Bidder.
- B. Bidders shall include hourly rates for usage of such equipment.

2.3.11 Questionnaire

- A. Bidders shall complete the enclosed Questionnaire regarding corporate histories and ownership, financial information, experience, current projects and bonding, etc. Refer to Appendix C.
- B. The Questionnaire shall be neatly typed. Additional pages may be used if needed.

PART 3 – SCOPE OF WORK

3.1 General Requirements

The Borough of Highlands is soliciting proposals from qualified firms to operate and manage its three sanitary sewer pump stations and sanitary sewer collection system. The Bidder shall be responsible for all of the day to day upkeep, and operation and maintenance of the facilities. These tasks shall include, but not be limited to:

- Routine equipment inspection and maintenance;
- Repairs and/or replacement of damaged, worn, or broken parts as a result of normal wear and tear;
- Preparation of operation and maintenance logs and records;
- A list of current maintenance and operational tasks is provided in Appendix D for reference only.
- All other operating and maintenance requirements for a sanitary sewer collection and pumping system of this nature.

The bidder is advised that the maintenance and operational requirements for the collection and pumping system increase during and immediately after storm events due to the influx of solids (sand, grit, gravel, rags, etc...) and increased pumping by stations.

For the operation of the three pump stations, the Bidder shall be expected to maintain and operate the system, including, but not limited to, daily equipment inspections, wet well and equalization basin maintenance, pump maintenance and inspection, recordkeeping, public notifications, NJDEP compliance, station shut down and startup procedures, as well as typical maintenance, operation, repair, flushing and testing of pipes, valves, surge relief tanks and all other appurtenances, as applicable.

For the sanitary sewer collection system, the Bidder shall be required to respond to and clear blockages in the sanitary sewer force mains or gravity mains. In addition, the Bidders shall remove and dispose of accumulated debris upstream and downstream of the blockage.

For the sanitary sewer force main and collection system, the Bidder shall also be expected to respond to mark-out calls.

The Bidder shall manage all aspects of Borough's operating permits, including regulatory compliance, application for modification and/or renewal of permits or permit terms and conditions, and health and safety matters associated with work in a sewage pump station and force main.

The Bidder shall be responsible for maintaining the System operational at all times. The Bidder shall operate and maintain the System at all times in compliance with all federal, state and local laws, regulations and Permits and in accordance with this Operating Agreement. The Bidder, at all times, shall keep the System in good repair and working order and shall manage, operate, maintain and repair the System in an efficient and economical manner, all in accordance with this Operating Agreement, Permits and otherwise in accordance with prudent industry and utility practice.

Notwithstanding anything to the contrary, the Borough shall retain the right to develop any of the lands upon which any portion of the System is located for commercial or recreational purposes provided, however, that an exercise of any such development rights of the Borough shall in no respect interfere with the operations of the System. The Bidder shall review the plans for any such development and shall approve same provided such plans do not interfere with the operation of the System.

3.2 Detailed Scope of Work for Operation and Maintenance

This section describes the required work and duties of the Bidder for the sanitary sewer facilities.

3.2.1 Pump Stations

- A. The Bidder shall be responsible for procurement and maintaining adequate and required storage of all chemicals, materials and spare parts. The Borough shall maintain payment responsibility for chemicals, supplies and spare parts.
- B. The Bidder shall coordinate the transportation and disposal of sludge, and/or grit produced at the pump station during operation and shutdown/startup procedures. The Borough shall maintain ultimate responsibility for the payment of transportation and disposal of such solids produced by the pump station.
- C. The Bidder shall maintain records and work orders for the above. These records and work orders, as well as lists of chemicals, and supplies ordered shall be summarized in monthly plant operations reports, and delivered to the Borough. Justification and documentation will be required for extra ordinary amounts requested.
- D. The Bidder shall keep a daily operations log which includes, but is not limited to the following data:
 - 1. Flow measurements of sewage pumped including, daily and monthly minimum flows, average flows, and peak flows.
 - 2. All operating conditions.
 - 3. Weather conditions.
 - 4. Daily chemical usage including chemical names and amounts.
 - 5. All matters required by State and Federal Regulations.
 - 6. Any major equipment or process malfunctions, down-time, or repair work. Process disruptions, system upsets, or adjustments shall also be recorded.
 - 7. Daily visitors log with time stamp.
- E. Any and all handwritten logs shall be electronically scanned and saved for record purposes; operational data shall also be saved electronically. The Bidder shall maintain back-up copies of all files and records off-site.
- F. The Bidder shall perform or arrange to perform routine preventative maintenance on all process, and pump equipment, as well as the piping, valves and storage tanks, as described in this RFP and as required by the manufacturer recommendations to maintain the maximum efficiency of the station and force main system and meet or exceed all permit requirements.

Preventative maintenance shall be defined as consisting of routine and/or reoccurring work necessary to keep and maintain equipment and plant structures in a condition to ensure it functions properly at the its design efficiency and capacity, for its intended use.

1. Such maintenance shall include, but is not limited to, cleaning equipment, greasing, packing, lubrication and oiling of machinery, pumps, and equipment, replacement of belts, exercise of valves and minor blockages, cleaning of tanks, chemical lines, and valves, replacing valves, system and process inspections, changing air filters, calibration of flow meters, maintenance and painting of interior/exterior surfaces, etc. Maintenance shall include removal of debris from pumps on an as needed basis and rebuilding the progressive cavity pumps once a year (three pumps total, one per four months).
 2. Preventative maintenance does not include instrumentation diagnosis and repair, motor rewinding or electrical pump repair beyond simple rewiring. Preventative maintenance also does not include repair of subsurface piping, repair of piping which requires outside assistance to repair, and rehabilitation of existing non-operational equipment due to age or wear. Non-maintenance painting of interior and exterior surfaces shall not be considered preventative maintenance, and shall be paid subject to additional work provisions in Section 3.8 of this RFP.
 3. Bidder shall maintain a separate log book detailing maintenance of equipment, and/or process units which was undertaken and/or completed.
 4. Refer to Appendix D for additional information.
- I. The Bidder shall provide all necessary tools and equipment to complete the above tasks in strict accordance with the Station's operation and maintenance manual and equipment manufacturer's requirements. If there is a conflict between this RFP and the manufacturer's requirements, the Bidder shall be held to the higher standard.
 - J. The costs of all routine maintenance shall be included in the compensation section of this RFP. The Borough shall pay for the costs of parts and materials for routine repair work the station has an inventory of spare parts that is list in Appendix E. In addition, the station has a compliment of hand and power tools that the Bidder shall supplement as needed to perform the tasks and replace those that wear out.
 - K. The Bidder shall complete a thorough examination and inspection of all operational equipment during the first week of each month, or as directed by the Borough.

L. Equipment and process operation

1. Equipment and machinery shall be operated according to the manufacturer's recommendations and Borough's NJDEP permit requirements.
2. Operation of equipment shall include all pumping equipment, storage tanks, piping, flow meters, heating, lighting, ventilation, plumbing and alarm systems.
3. All equipment and processes shall be maintained in a manner to avoid permit or regulatory violations, station upsets, or system down-time.

M. Pump Inspection and Routine Maintenance

1. Inspection of each pump and associated mechanical and electrical equipment, which includes but is not limited to pumps, motors, sump pumps, valves, piping, chemical addition, control panels and alarm panels, on a daily basis and as necessary, to provide all operational and maintenance services required under the terms of this Contract and manufacturer's recommendations. This service shall include maintenance around the wet well and equalization basins, inspection of all valves, evaluation of the condition and performance of the pumps during pumping mode and inspection of leaks within the piping. Regular maintenance service shall also include but not be limited to lubrication of all bearings; replacement and/or tightening of all seals and/or gaskets; repair of minor leaks; replacement and tightening of all packing and mounting bolts; replacement of miscellaneous gauges, small valves, fittings, etc.; maintenance of sump pumps, sump areas and all control and alarm panels, and inspection of all equipment, panels, wires, conduits, pipes, etc. for corrosion due to chemical exposure.

N. Building maintenance and minor repairs

1. The Bidder shall maintain a clean and neat facility. All facilities, buildings and grounds shall be maintained. This work shall include, but not be limited to housekeeping, grounds keeping, cleaning of facilities, restrooms, floors, windows, ceilings, and litter control.
2. Grounds keeping for the pump stations, shall include snow plowing, leaf removal, grass cutting, and maintenance of landscaping.
3. The Bidder shall be responsible for maintenance of the stations' facility buildings and driveways.

O. Chemical Supplies

1. The Bidder shall be responsible for maintaining adequate stocks of chemicals required to operate the station and meet permit and NJDEP requirements for on-site chemical storage.
2. The cost of the chemicals shall be paid for by the Bidder. Payment of the chemical costs shall not be included in the base bid rather invoices shall be submitted to the Borough for reimbursement. No markup of the invoices will be permitted.
3. The Bidder shall be responsible to minimize costs wherever possible for the purchase of chemicals including but not limited to purchasing in bulk or obtaining multiple price quotes to obtain competitive prices.
4. The Highlands Pump Station utilizes approximately 2,500 gallons of Bioxide per 30 days in the summer months and 2,500 gallons of Bioxide per 45 days in the winter months. The existing Bioxide storage tank has a rated capacity of 3,000 gallons.
5. Two-five gallon buckets of lime are stored in the Highlands Pump Station for use in cleaning sewage spills.
6. Two five gallon containers (four total) of wet well degreaser are maintained and utilized at the Waterwitch and South Bay Avenue Pump Stations.

P. Electrical system maintenance

1. Generator maintenance at the Highlands Pump Station shall include all work necessary to maintain the equipment located at the pump station as appropriate, including providing a supply of fuel and lubrication. The generator shall be exercised monthly without load for at least ten minutes and bi-annually under station load with Bidder supervision for at least one (1) hour. A log book of all start-ups and maximum amperage readings shall be kept by the Bidder. The number of generator run hours shall be included in the monthly pump station report submitted to the Borough.
 - a. Prior to starting the generators under load, the Bidder shall perform the following services and note that such service has been completed in the log book:
 - Check oil level and add oil as necessary to bring level up to the full mark.
 - Check coolant level on radiator models and add coolant as necessary to bring level up to full.
 - Check general condition, including battery connections, air cleaner components, exhaust system, drive belts, etc., for tightness and proper fitting. Appropriate steps will be taken to correct any deficient condition.

- b. The Bidder is advised that the Borough maintains a yearly service contract with a third-party contractor. Generator service, other than listed above, may be performed by the Bidder, if so qualified, or a third-party service contractor. The Bidder shall be responsible for reporting to the Borough any generator related items that require the third-party service contractor.

Q. Heating, Ventilation and Air Conditioning

1. The Bidder is advised that the Borough maintains a yearly service contract with a third-party contractor. The Bidder shall be responsible for reporting to the Borough any HVAC related items that require the third-party service contractor.

3.2.2 Collection System

- A. The Borough of Highlands currently owns, operates and maintains at sanitary sewer collection system consist of lateral connections and gravity sewers. Gravity sewers range in diameter from 8” to 20”. The Bidder shall be responsible for the following:

1. Respond to blockages reported by the Borough. Typically approximately 18 blockages are reported by residents in a year. Of these approximately 12 are due to blockages in the Borough’s sanitary sewer system. The remaining blockages are located in customer owned facilities.
2. The Bidder shall be required to confirm whether the blockage is located within a Borough owned sewer through the use of remote operated CCTV camera. If the blockage is within Borough owned sanitary sewer, the Bidder shall remove the blockage and any other debris upstream and downstream via jet vac truck.
3. All debris removed shall be collected, transported and disposed offsite by the Bidder at no additional cost to the Owner.
4. If the blockage is determined to be within the customer owned facility, the Bidder shall notify the property owner and Borough.
5. The Bidder shall verbally report to the Borough, the result of all investigations within 2 hours of being resolved. Included in the monthly report, described in Section 3.2.1, the Bidder shall list the time, date, location, customer contact information, investigation description and resolution for each blockage call responded to during the period covered by the report. In addition, two copies of the CCTV DVD for each blockage shall be submitted. The DVD shall be labeled to identify the period covered.

3.3 Emergency Situations

3.3.1 General

- A. The Bidder shall promptly respond to all problems and emergencies relating to the pump stations and shall maintain at all times during the term of the contract a twenty-four (24) hour telephone number where the Borough can report any emergencies.
- B. The Bidder shall have appropriate staff on-call for emergency response at all times. The Bidder shall provide emergency contact information and phone numbers for use by Borough, for emergencies outside normal business hours. Currently, the department personnel are alerted to alarms at the station via an automated dialer system. After hour system emergencies are dispatched through the existing pump station alarm system.
- C. The Bidder shall immediately notify the Borough of any activity, problem or circumstance that it becomes aware of that threatens the safety, health or welfare of the public or causes a violation of the Borough NJDEP permit. Failure to provide such notice may result in the Borough delaying or declining payment for services. Notification to the Borough and all applicable emergency and regulatory agencies of emergency/non-compliance events within the system shall be made by the Bidder in accordance with permit requirements, an emergency plan to be developed by the Bidder and submitted to and approved by the Borough and the NJDEP, and any subsequent amendments or modifications thereto.
- D. In an emergency affecting the immediate safety of persons or property, the Bidder shall act to prevent threatened damage, injury or loss and continue such actions until the threatened damage, injury or loss has been abated.
- E. In the event of a major power loss to the pump station the Bidder shall be responsible for providing the necessary personnel to confirm that the emergency generator has come online and the pump stations are working properly during emergency power. The cost for this shall be paid for by the Bidder in the base cost of the proposal. The HPS has an onsite, diesel powered, emergency generator. The cost of diesel shall be paid for by the Borough when diesel is used in emergency situations.
- F. In the event of damage or destruction of the facilities or any emergency which, in the reasonable judgment of the Bidder, is likely to result in material loss or damage to the pump station system or constitute a material threat to human health or safety, the Bidder shall suspend operation of the system or portions thereof. (Emergency repairs that are necessary to mitigate or reduce such loss, damage or threat to human health or safety

shall be done in consultation with the Borough or an Authorized Representative of the Borough.)

- G. The Bidder shall respond to emergencies and unusual circumstances in accordance with applicable regulations and requirements and with such personnel and equipment as necessary to maintain or restore the operations in a timely manner with the least possible disruption or inconvenience to the users. The Bidder shall fully mobilize all needed equipment within four (4) hours, if not sooner, of receiving notice of the blockage or emergency. The Bidder's response to such emergencies shall include, but not be limited to: the provision of any and all labor; excavation equipment and tools; dewatering processes; trench protection; safety equipment; traffic protection; by-pass pumping; protection of utilities; pipes, fittings and repair clamps; disinfection chemicals; bedding and backfill materials; compaction; paving repairs and road opening permits which may be required.
- H. Emergency repairs/callouts undertaken under this section and lasting longer than four (4) hours beyond the initial mobilization or requiring more than four (4) staff members, assuming proper notice has been provided to the Borough, shall be considered Extra Service and the Bidder shall be compensated based on the labor and equipment rate schedule provided in the RFP. All costs shall require substantiation and be subject to review and approval by the Borough. If after review of the substantiated costs, the Borough and the Bidder are unable to agree on the amount due the Bidder, the dispute shall be subject to the dispute resolution process set forth in the final service contract.
- I. Emergency repairs necessitated due to the Bidder's negligence shall be performed at the Bidder's expense, at no cost to the Borough and in a time period specified by the Borough.
- J. Summaries of Emergencies and the responsive actions shall be provided in the monthly operations report to the Borough.
- K. The Bidder shall not interfere with the employees of the Borough or any individuals so designated by the Borough in performing any work that the Borough may consider necessary upon the collection system operation.
- L. Bidders shall be responsible for all required public notices, Department of Environmental Protection or other regulatory agency notices, testing, reporting, recordkeeping etc. associated with any and all emergencies occurring at the pump station.
- M. Bidders shall respond to pump station emergencies within thirty (30) minutes to assess, and if necessary isolate the system. The Bidder shall

make a determination if the emergency threatens public health and safety, violates the operating permit, or will cause disruption of service. The Bidder shall contact the Borough immediately, and, if necessary, coordinate with the Borough for by-pass tanker trucks if needed.

- N. Bidders shall complete all emergency repairs with an estimated value of less than \$5,000 with their own forces. The price for these services shall be included in the base bid price. For emergency repairs estimated in excess of \$5,000, the Bidder shall be required to obtain a minimum of three (3) quotes and submit said quotes to the Borough for approval.

3.4 Administration and Management

- A. The Bidder shall be responsible for the selection, employment, and termination of employment, training, and instruction, and certification, supervision, management, assignment of duties of all employees for the pump station. The Bidder shall be solely responsible for the terms of employment of its personnel, including compensation, pay rates, enumeration and benefits, etc. The Borough may request the removal of employees of the Bidder with just cause.
- B. The Bidder shall be required to conduct an initial interview of existing pump station operators (4 employees total) to determine if their services can be utilized by the Bidder in the execution of the enclosed scope of work. The Bidder shall provide notification to the 4 existing employees whether their services shall be needed or not within thirty (30) days of the initial interview. Contact information shall be provided to the Bidder upon Contract award.
- C. A minimum of the following staff shall be assigned exclusively to the operation of the Borough facility.
 - 6. Supervising Operations Manager
 - a. The Bidder shall provide an experienced staff person to serve as Supervising Operations Manager (SOM). The SOM shall be available daily to act as the Borough's spokesperson and represent the Borough in any customer problem. In addition to interfacing with the customers, the SOM shall act as the interface between operational personnel, staff, and all local, state and Federal regulatory agencies. In addition s/he shall oversee the daily operation of the Borough's Highlands Pump Station.
 - b. The SOM shall be responsible for responding to customer complaints, approving the purchase of sludge disposal, supplies, chemicals, emergency line items, and other items consistent with Borough operating budget.
 - c. At minimum of every two (2) months (or as required by the Borough), the SOM shall meet with Borough representatives to

discuss and review operating budgets, and all other matters that require discussion and/or approval.

- d. The Bidder's SOM shall prepare a draft of the Borough's annual budget in accordance with BPU guidance and good management practices for review by the Borough. Budgets shall be prepared and submitted 90 days prior to the start of the upcoming fiscal year. The budgets shall be submitted for review, approval, and adoption by the Borough prior to the start of the upcoming fiscal year. The SOM shall be available to provide additional information such as supplier or contractor quotations, costs of improvements, capital project cost estimates, etc. In addition, the SOM shall prepare a financial review of annual operational expenses and note where possible and appropriate any cost savings or service improvements.

7. Operators

- a. The Bidder shall be responsible for providing sufficient number of operators to maintain the pump station as needed.
- b. Mechanics, electricians and other support personnel shall be provided as needed to maintain operation of the pump station and force main.
- c. Operational personnel shall be available on call during non-business hours and weekends to respond to alarm or emergency calls.

C. A minimum of the following staff shall be assigned to the operation of the Borough's facilities as needed in Bidder's Project Approach and to satisfy the requirements herein.

1. Clerical Staff

- a. The Bidder shall provide clerical or administrative staff to aid the operators in the day to day management of the utility. Duties shall include assistance with complaints or other matters.

D. The Highlands Pump Station shall be staffed for operation, maintenance, recordkeeping for management, report preparation, etc., by the Bidder to meet all regulatory requirements and maintain the station reliability.

E. A minimum of one operator shall be on-call 24 hours a day, seven days a week, to respond to alarms or emergencies during all non-weekday and weekend business hours, and holidays. Recognized holidays are noted below:

1. New Year's Day
2. Martin Luther King, Jr. Day

3. President's Day
 4. Good Friday
 5. Memorial Day
 6. Independence Day
 7. Labor Day
 8. Columbus Day
 9. Election Day
 10. Veteran's Day
 11. Thanksgiving Day
 12. Day after Thanksgiving
 13. Christmas Eve (1/2 day)
 14. Christmas Day
 15. New Year's Eve (1/2 day)
- F. Bidders shall respond to all Borough complaints, problems, and inquiries in a professional manner within one business day. Such responses shall be recorded, logged, and summarized for review by the Borough in monthly plant operation reports.
- G. Pump station employees shall have, at minimum, the training required by their respective licenses, and under PEOSH requirements which include but are not limited to Emergency Action Plans, Exposure Control Plans, Fleet Safety Management, HAZCOM Program, confined space entry training and Hearing Conservation.
- H. The Bidder shall make the best possible effort to manage the Borough's systems at its highest rate of efficiency to minimize overall cost of operations, as minimize costs of individual unit operations. Costs for labor, material, equipment, chemicals, oil, utilities, etc. shall be minimized.
- I. All staffing and staffing changes shall be subject to Borough approval.
- J. The Bidder shall note any changes in staffing to personnel assigned to Borough or staffing and services exclusive to the Borough must be approved in writing by the Borough prior to any changes being finalized.

3.5 Reporting Requirements, Fines, and Penalties

- A. A monthly inspection report including a listing of all items requiring repair, non-routine maintenance, or major alternation shall be provided. This report should include cost estimates and time and materials schedules for identified maintenance, alternations, and repair services. The Borough shall be informed immediately of any work, maintenance or repair deemed critical.
- B. Reports to NJDEP: The Bidder will be responsible to meet all testing, record keeping, and reporting requirements all of the Borough's permits. Any and all

reports, which shall be made to the NJDEP, shall be signed by the operator and sent to the Borough for transmission to NJDEP. All NJDEP reporting shall be made accurately and completed in a timely manner, as to meet or exceed any reporting deadlines established by the NJDEP and the facility permits.

C. Regular Reports to the Borough

1. The Bidder shall prepare a monthly pump station operations report.
2. The report shall include summaries of work completed during the current month, as well as monthly inspection report, flow data, incidents or non-compliance or violations, repair work, operational and flow summaries, description of any complaints or issues, summaries of expenditures and billings, copies of major correspondence, and all else noted in the agreement.
3. The Bidder shall inform the Borough immediately of any known, planned, or upon receipt of notice of any inspections by outside agencies.

D. Fines and Penalties

1. The Bidder shall be responsible for the payment of all fines or penalties which result from improper operation or maintenance of the pump station.
2. The Bidder shall be responsible to operate the pump station at maximum efficiency allowed by current conditions, flow, and design so as to avoid NJDEP or EPA violations. The Bidder shall be required to report all violations of any and all regulations to the NJDEP, EPA, or other required agency, as well as copy the Borough on such correspondence. All reporting and notification shall be in accordance with current regulations. When possible, the Bidder shall discuss any violations with the Borough prior to issuance of notifications.
3. The Bidder shall submit a report no more than ten (10) days after the violation describing the violation, its cause, and the corrective actions taken to remedy the violation and avoid repeating such incidents in the future.
4. The Bidder shall include a summary and accounting of violations, fines, and penalties in the month operations report submitted to the Borough.

3.6 Material, Labor, Vehicles, Equipment, Etc.

- A. At the beginning of this contract, the Bidder shall inventory all equipment, specialized tools, materials or spare parts, etc., noting quantity and condition. Any specialized tool, spare part, material or equipment in the facilities inventory broken, damaged or lost during the period of this contract shall be repaired or replaced by the Bidder, with the exception of normal wear and tear. Appendix E contains a list of spare inventory that the Borough currently maintains at the Highlands Pump Station.

- B. The Bidder shall prepare a report and cost proposal for any additional or supplemental equipment, specialized tools, spare parts or materials needed for the Borough's review and approval.
- C. In the event that the Borough authorizes the purchase of equipment, tools, chemicals, materials, or supplies, by the Bidder, the Bidder shall be reimbursed by the Borough for its actual documented costs without mark-up or premiums.
- D. The Bidder shall supply the following supplies to operate the station: personal clothing items, cleaning supplies, towels, paper products, and tools that are incidental to non-site specific routine maintenance and operations.
- E. The Borough shall supply the following: equipment, parts, pipe, valves, appurtenances, maintenance supplies, and site specific tools and safety equipment.
- F. The Bidder shall be responsible to maintain sufficient supplies and inventories to allow for uninterrupted operations, including the placing and processing of orders.

3.7 Safety & Security

- A. The Bidder shall be responsible for maintaining the safety and security of the Borough's facilities and staff. All personnel shall be properly trained in their duties, use of equipment, handling of chemicals, and general safety matters. All equipment and facilities shall be inspected for safety and security frequently. Any violations, issues, or deficiencies shall be reported, logged, and rectified immediately.
- B. The Bidder shall be responsible for maintenance of security of the fencing, and shall maintain the integrity of the facility. The costs for fence and security system maintenance repairs shall be paid by the Borough.

3.8 Additional Costs, Services, or Work

- A. The costs of electricity and all other utilities shall be the responsibility of the Borough.
- B. It should be noted that if any major upgrade and/or rehabilitation work may be required during this contract, the Bidder shall provide guidance and assistance as needed in locating and/or isolating portions of the pump station during construction. The Bidder shall maintain responsibility of station and continue to conduct routine operation and maintenance of the existing equipment not in conflict with proposed improvements. The cost for these services shall be included in the Bidder's base bid price.
- C. Non-routine repair and replacement services
 - 1. Non-routine maintenance, repairs or replacement services shall be

provided by the Bidder as may be authorized by the Borough for the continual operation of the equipment including, but not limited to, piping, valves, pumps, motors, equipment, specified controls, alarm systems, air compressor and all other work. This shall include furnishing of all materials and/or equipment necessary to perform the work with compensation for the extra work as determined by the final agreement between the Borough and the Bidder.

2. Repair, replacement or maintenance shall commence within forty-eight (48) hours of authorization from the Borough unless the delivery of equipment or spare parts prevents the prompt start of repairs. During emergency situations as authorized by the Borough, the Bidder shall commence work within as short a time as possible consistent with the emergency.
3. Before commencing of the work, the Bidder shall, as requested by the Borough, submit for approval, the methods of performing the work and an estimated time schedule for completion. Bidder to provide supervision at any or all times as the work demands to allow for immediate uninterrupted and prompt prosecution of the work.
4. Bidder shall employ personnel with a minimum of three (3) years' experience in the inspection, maintenance and repair of equipment similar in type of those being utilized in the facilities included in this contract.
5. Replacement of a control device or instrument shall be an approved equal of the original. Replacements shall be compatible with the current systems used at the system and have at a minimum the same sensitivity of measurement. Replacement of instruments or controls shall be guaranteed for a period of one (1) year after the date of acceptance, or if there is a manufacturer's guarantee of greater duration, then the greater guarantee time period will control.
6. All parts, supplies and materials utilized to perform the authorized work shall be new. Parts may be taken from the station to be rebuilt only with the written permission of the Borough. Replacement parts shall be guaranteed for a period of one (1) year after the date of acceptance, or if there is a manufacturer's guarantee of greater duration, then the greater guarantee time period will control.
7. All work shall be subject to the inspection and approval of the Borough and/or its representatives. The Bidder shall be responsible for notifying the Borough when the work is being done in order to allow the Borough to coordinate the inspection of said work.
8. Detailed listing of all repair and maintenance activities shall be provided by the Bidder to the Borough. This shall include, but not be limited to, the number and type of personnel, materials and equipment utilized, and method of construction utilized to perform the authorized work.
9. Service and repair work completed shall be warranted by the Bidder for a period of ninety (90) days beyond the completion of the service or repair. Liability of the Bidder in the event a breach of said warranty shall be limited to the repair or replacement of the deficient work. All inferior or

defective work performed by or under the supervision of the Bidder found at the completion of the work will be corrected at the Bidder's expense.

10. During the progress of the repair work the area site of the repair shall be maintained so that operation may proceed safely and without undue interruption. At the completion of the work, all debris shall be removed and the area site restored to its original condition.

C. Provisions for Additional Services

1. The Bidder shall provide comprehensive long term management and work with the Borough to identify objectives and component projects of the master plan that are needed to maintain the station as time passes.
2. These projects will be reviewed annually and presented to the Borough as Additional Services or Special Services.
3. Should the Borough agree to proceed with a project, the Bidder shall be available to assist and support the Borough with tasks from project management to project specific performance, at a mutually agreed upon price.

PART 4 – SUBMISSION AND EVALUATION REQUIREMENTS

4.1 Submission of Proposals

A Proposal submitted in response to this REQUEST FOR PROPOSAL is deemed responsive if it complies with the provisions of Sections 2.0 and 4.0. Bidders must read these sections carefully in order to obtain a complete understanding of the requirements for submission of its Proposal.

Three (3) copies of the Proposal, **INCLUSIVE OF ALL INFORMATION** required in this RFP shall be provided. Proposals must be provided to Borough of Highlands, 42 Shore Drive, Highlands, New Jersey 07732, ATTN: Carolyn Cummins, Borough Clerk. **Proposals must be submitted in sealed opaque envelopes or boxes on or before 10:00 AM on Friday, May 23, 2014.**

Any proposal(s) received after said time whether by mail or otherwise, will be opened at the discretion of the Borough or returned unopened. The Borough assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the proposal to be received after the above-referenced due date and time. Submission by fax, telephone or e-mail is **NOT PERMITTED.**

Prospective Bidders must be prepared to submit additional information and appear for an interview upon request.

4.2 Proposal Documents, Requirements, and Responsibilities

A. Documentation

1. All Proposals must be submitted complete, with all requested information to be in strict conformance with the instructions set forth herein and as required by subsequent addenda, if and as applicable. The Proposal and all related information must be bound and must be signed and acknowledged by the Bidder. In all cases, the Borough reserves the right to determine, in its sole discretion, whether any aspect of the Proposal meets the submission requirements of the Request for Proposals. The Borough reserves the right to reject any Proposal that, in its sole judgment, does not comply with the submission guidelines set forth in this Request for Proposals, and declare the Bidder unresponsive.
2. It is the responsibility of each Bidder to inspect its copy of the Request for Proposals to determine that a complete set of the Proposal documents, including appendices, are included. If a Bidder discovers that its copy of the Request for Proposals is incomplete, it should contact Robert R. Keady, Jr., P.E. of T&M Associates at the address and phone number noted in Section 4.3.B.
3. The Borough will make reasonable arrangements with the Bidder to provide any missing Proposal documents, including any addenda and/or clarifications, to this Request for Proposals issued by the Borough prior to the date established for submission of all Proposals.
4. Subsequent to issuance of this Request for Proposals, the Borough, through the issuance of addenda to all firms that have received a copy of the Request for Proposals, may modify, supplement or amend provisions of this Request for Proposals.
5. Neither the Borough nor its agents or employees or consultants nor any member of the Project Team shall be responsible for errors, omissions, incomplete submissions or misinterpretations resulting from the Bidder use of an incomplete set of Proposal documents in preparing or submitting its Proposal.
6. Proposal documents have been made available only for the purpose of soliciting proposals for the provision of the services described herein. No license or grant is conferred or implied to the Bidders or to any other perform for any purpose.

B. Conditions of the Borough with Respect to the RFP

By responding to the RFP, the Bidder acknowledges and consents to the following conditions relative to the submission, review and consideration of its Proposal:

1. The issuance of the RFP is not intended to, and shall not be construed to; commit the Borough to execute any service contract with a Bidder.

2. Neither the Borough, its agents or staff or consultants, nor any member of the project team will be liable for any claims or damages resulting from the solicitation or collection of Proposals, nor will there be any reimbursement to Bidder for the cost of preparing the Proposals or for participating in the procurement process.
3. Upon submission, all Proposals will become the property of the Borough and will not be returned.
4. When properly identified by the Bidders in accordance with the provisions of the RFP, information of a confidential or proprietary nature will be kept confidential during and after the procurement process to the extent permitted by law.
5. All activities related to the provision of the services shall be subject to compliance with all applicable Federal, State and local laws, environmental regulations and requirements, and any regulatory approvals required.

C. Reservation of Rights and Options by the Borough with Respect to the RFP

1. To accept the lowest responsible Proposal, which shall be deemed to include all of the items referred to in this RFP, which in the Borough's sole judgment best serves the interests of the Borough, the users of the System.
2. To waive any condition or requirement of a Proposal which would otherwise constitute nonconformance with the provisions of the RFP.
3. To reject all Proposals and/or solicit new proposals.
4. To fail to name a selected Bidder and solicit new proposals.
5. To reject incomplete or nonresponsive Proposals.
6. To change or alter timetable set forth in this Request for Proposals at any time.
7. To undertake all steps necessary to obtain or clarify information provided by any Bidder.
8. To abandon the Proposal process, including the right to decline to award to any Bidder for any reason.
9. To engage in simultaneous negotiations with two or more Bidders regarding the services set forth in this Request for Proposals.

D. Responsibilities of the Bidder in Connection with the RFP

It is the obligation and responsibility of each Bidder before submitting a Proposal to:

1. Review the terms of this RFP so that it is familiar with all aspects of it.
2. Inspect the pump stations to be able to determine separate and apart from any of the information provided by the Borough and the specific provisions of this RFP the services it is agreeing to provide.

3. Analyze all applicable Federal, State and local laws, regulations, ordinances, permits, approvals and orders that may affect the cost, performance or furnishing of the services required under the terms of this RFP.
4. Notify the Borough in writing at least 72 hours prior to the submission of the Proposal of any perceived conflicts, errors or discrepancies.

Each Bidder is responsible for obtaining whatever information it deems necessary and in undertaking all inspections, examinations and studies it deems necessary to obtain sufficient data and information to enable it to submit a Proposal. Representatives of the Borough will be made available at all reasonable and convenient times to supply the information and data and to provide access to the pump stations. Any document provided to one Bidder will be provided to all Bidders. By submitting a Proposal, a Bidder will be deemed to have acknowledged its opportunity to undertake all inspections and to examine all necessary data and information to enable it to submit a Proposal.

E. Disclosure of Information in Proposals

1. If the Bidder chooses to include material of a proprietary nature in the Proposal, the Borough in its sole discretion and subject to applicable law will keep such material confidential, but only to the extent that it contains trade secrets which if disclosed would cause substantial injury to Bidders competitive position. However, the Borough will assume no liability for any loss, damage, or injury that may result from any disclosure or use of marked data or any disclosure of this or other information during the review of the Proposals. The Bidder must specifically identify the section of its Proposal that contains such information by properly marking the applicable pages. Preferably, any sections which contain material of a proprietary nature shall be severable or removable from the Proposals to assist the Borough in protecting this information. The Bidder also shall include the following notice in the introduction of the relevant Proposal:

“The data on pages ____ identified by ____ (symbol) and labeled “Proprietary Information”, contain information that is a trade secret which, if disclosed, would cause substantial injury to (Bidder’s) competitive position. Bidder requests that such data be used only for the evaluation of the Proposal, and understands that disclosure will be limited only to the extent that the Borough determines it proper or to the extent that the Borough deems disclosure necessary according to law. If a contract is awarded to (Bidder), the Borough will have the right to use or disclose the data as provided in the applicable agreement executed with the Bidder.

2. Notwithstanding the above, Proposal forms (including cost information) will not, under any circumstances, be considered proprietary or confidential information.

F. Withdrawal of Proposal

1. A Bidder may withdraw a Proposal prior to the date and time set for the opening of the Proposals provided that a written request to withdraw the Proposal is hand delivered to the Borough, by or on behalf of, an Authorized Representative of the Bidder, or the request is delivered by certified U.S. Mail. The request to withdraw the Proposal must be received by the Borough prior to commencement of Proposal opening. Once the Proposals have been opened, Bidders may not withdraw their Proposals for a period of thirty (30) days.

G. Disposition of Proposal

1. All Proposals are the property of the Borough and will not be returned. At the conclusion of the procurement process, the Borough may dispose of any and all copies of Proposals received in whatever manner it deems appropriate. In no event will the Borough assume liability for any loss, damage or injury that may result from any disclosure or use of proprietary information.

4.3 Questions Regarding Request For Proposal and Addenda

A. Questions Regarding Request for Proposal

Notwithstanding the participation of several professionals in the project, all communications concerning this Request For Proposal other than the actual submission of the response thereto shall be directed to Rosario R. Santos, P.E., T&M Associates, 11 Tindall Road, Middletown, NJ 07748, (732) 671-6400, fax (732) 671-7365, e-mail rsantos@tandmassociates.com.

In order to maintain the integrity of the procurement process, it is requested that all communications be in writing.

A non-mandatory site visit to the sewer facilities will be scheduled for **Monday, May 12, 2014 at 9:00 AM** at the Highlands Pump Station located off of Shore Drive. Prospective Bidders shall visit the facility to become familiar with its layout and present operations to allow the submittal of a responsive bid proposal. Additional visits may be coordinated with the Borough. The Borough shall be contacted at least 24 hours in advance to schedule additional site visits to the Borough facilities.

B. Addenda or Amendments to the Proposal

Questions pertaining to the RFPs should be directed in writing via email or facsimile no later than NOON (12:00 PM) on Wednesday, May 14, 2014 to:

Rosario R. Santos, P.E.
T&M Associates
11 Tindall Road
Middletown, NJ 07748
Email: rsantos@tandmassociates.com
Fax: 732-671-7365

With a copy to:

Timothy Hill, Borough Administrator
Borough of Highlands
42 Shore Drive, Highlands, New Jersey 07732
Email: thill@highlandsborough.org
Fax: 732-872-0670

During the period provided for the preparation of Proposal, the Borough may issue addenda or amendments to the RFP. These addenda will be numbered consecutively and will be distributed to each of the firms who have received a copy of the RFP. These addenda will be issued by, or on behalf of, the Borough and will constitute a part of the Proposal. Each Bidder is required to acknowledge receipt of all addenda at the time of submission of the Proposal by submitting an executed acknowledgment form (Appendix A). All Proposals shall be prepared with full consideration of the addenda issued prior to the Proposal submittal date.

4.4 Criteria for Evaluation of Proposals

It is the intention of the Borough to solicit Proposals from Bidders that have expertise in establishing and maintaining a comprehensive, integrated system for the management, operation and maintenance of sanitary sewer pump station facilities of the type and size similar to the Borough. In addition, Bidders are required to possess and demonstrate the administrative and technical expertise and financial resources necessary to provide and guarantee performance of all required services as specified herein.

In order for a Bidder's Proposal to be considered, the Proposal must demonstrate that the firm's administrative, financial and technical capabilities are equal to or exceed the minimum requirements set forth in this document. The Borough, in its sole discretion, will decide if a Bidder possesses such required minimum qualifications.

The objective of the Borough in seeking responses to this RFP is to enable it to select an entity that will provide the services in the most complete, dependable, cost effective, environmentally sound manner to the Borough. Each section of the Proposal will be evaluated in terms of the reasonableness of the claims and/or commitments made, the completeness of the data provided, the reliability of the approach taken, the continued ability of the Bidder to perform, and conformance with the requirements of the instructions provided in the Request for Proposals.

The Borough's project team of professionals and staff will evaluate the responses to the RFP and

make recommendations to the Borough as to the technical, financial and administrative aspects of each Proposal.

All Proposals submitted in accordance with the requirements of this RFP will be reviewed for completeness and responsiveness.

The Borough will independently evaluate each submission and rank proposals in consideration of both technical ability and cost. Technical considerations will be made upon the basis of the criteria listed below:

1. Relevance and extent of qualifications, experience, reputation and training of personnel to be assigned.
2. Knowledge of the subject matter to be addressed under this engagement.
3. Relevance and extent of similar engagements performed.
4. Project approach including staffing and any operational, and/or management packages proposed for use
5. Thoroughness and completeness of the applicant's submittal.
6. Any other consideration(s) and/or qualification(s) if demonstrated to be in the best interest of the Borough.
7. Resumes and references of experienced and professional personnel
8. Responsiveness to interview.

Cost proposals will be considered in making the final selection; however, if the cost proposal of the firm with the highest ranked technical proposal is reasonably competitive, the Borough may award on the basis of the technical proposal.

Award of the contract(s) shall be based on the availability of funds. The Borough at its discretion may determine to award one or both options to either one individual bidder or two separate bidders.

The Borough reserves the right to reject any and all proposals received by reason of this Request For Proposal, or to negotiate separately in any manner necessary to serve the interests of the Borough, to the extent allowed by the Public Contracts Law.

Applicants whose proposals are not accepted will be notified in writing.

4.5 Interviews

After review of the Proposal documents, the Borough will schedule interviews with any or all of the companies responding to this Request for Proposals for the purpose of further evaluation of the Bidder's capabilities, qualifications and expertise to provide the required service. Interviewees will be ranked, by the Borough, based on their presentation at the interview.

APPENDIX A

BLANK FORMS

RELEVANT EXPERIENCE FORM

EMPLOYEE LIST FORM

NOTICE, REVISION OR ADDENDA RECEIPT ACKNOWLEDGEMENT FORM

RELEVANT EXPERIENCE FORM

Bidder to use additional sheets or copies as needed. Please provide separate sheets for each previous contract.

Bidder Name: _____

Contract Name: _____

Client Name: _____

Contact Name: _____ Title: _____

Contact Address: _____

Contact Phone/ Fax/ email: _____

Contract Value: _____

Contract Start Date: _____

Contract End Date: _____

Facility Size _____ Type: _____ License Required: _____

Contract Description: _____

Was the Contract terminated or note renewed? If so, why? _____

Additional Comments: _____

LIST OF EMPLOYEES

TRAINED AND CERTIFIED FOR CONFINED SPACE ENTRY

Contractor shall list employees assigned to the contract that are trained and certified for confined space entry. (Include a copy of certifications).

1. _____
2. _____
3. _____
4. _____
5. _____

LIST OF EMPLOYEES WITH C-2 LICENSE

Contractor shall list employees with C-2 Sanitary Sewer Collection System Operator's License assigned to this Contract. (Include copy of licenses.)

1. _____
2. _____
3. _____

**NOTICE, REVISION OR ADDENDA
RECEIPT ACKNOWLEDGEMENT FORM**

Bidder's
Initials

[] No revisions and/or Addenda were received.

The BIDDER acknowledges receipt of the below listed revisions and/or addenda:

Notice, Revision or
Addendum No.

Date

Title or Description

Bidder's
Initials

_____	_ / _ / _	_____	_____

_____	_ / _ / _	_____	_____

_____	_ / _ / _	_____	_____

_____	_ / _ / _	_____	_____

APPENDIX B
COST PROPOSAL

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THE BOROUGH OF HIGHLANDS

**OPERATION AND MAINTENANCE CONTRACT FOR
HIGHLANDS PUMP STATION
COST PROPOSAL**

Year	Description	Lump Sum Price
2014-2015	Operation and Maintenance of the Sewer System	\$ _____
2015-2016	Operation and Maintenance of the Sewer System	\$ _____
2016-2017	Operation and Maintenance of the Sewer System	\$ _____

Notes:

1. Contract is for 3 years with the option to cancel after 1 year and with a possible 3 year extension after the initial 3 year contract period. Bidder shall enter the annual cost as the lump sum price. Should an extension be granted, lump sum prices and rates shall be negotiated.
2. Payment shall be made by the Borough in equal monthly installments.
3. Work for non-routine maintenance will be authorized by the Borough on a project by project basis. Bidder does not need to provide a lump sum value at this time; however, Bidder shall submit typical hourly rates for those activities, as well as, for engineering work. Rates shall include job classification in addition to hourly rates.
4. Bidder shall also provide an hourly rate schedule for the use of equipment.

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APPENDIX C

BIDDER QUESTIONNAIRE

QUESTIONNAIRE

Bidders shall include with their proposal a statement setting forth the following. If additional space is required, attach additional sheets. Refer to item by number.

1. Bidder's trade name:
2. Business organized as:
3. Principal place of business:
4. If a proprietorship, name and address of proprietor:
5. If a partnership, names and addresses of all parties:
6. If a corporation, names and addresses of all corporate officers:
7. Names and addresses of all owners of 10% or more of corporation stock, not listed under Item 6 above.
8. Years in business under present name:
9. Other business names used and years in business under each:
10. Have you ever failed to complete contracts awarded to you? If answer is "yes", please explain.

11. Are there any unsettled liens or actions-at-law- pending against any of your contracts? If answer is “yes”, please explain.
12. Has any officer of or partner in your organization ever failed to complete a contract handled in its own name? If answer is “yes”, please explain.
13. List all companies writing surety bonds for your organization within five years prior to the date of this questionnaire.
14. List names, addresses, and specialties of subcontractors generally employed by your organization.
15. List names, addresses, and specialties of major material suppliers generally patronized by your organization.
16. List credit references (include the name(s) of your organization’s banks(s)).
17. List performance references (include the name(s) of any sewerage facility owners, municipalities, or consulting engineer(s) who are familiar with your organization’s work for the five years prior to the date of this questionnaire. A minimum of two references for Authorities or Municipalities with systems of similar size and makeup to that of Borough are required. Please use attached reference to provide detailed information.

18. List names and addresses of all persons who will (or may) be personally responsible for any work awarded to your organization. Include references to the license(s) held by these persons.
19. Attach a list of all exceeding \$10,000 that your organization has engaged in, as prime or subcontractor, within two years prior to this questionnaire. (Include name and address of owner, type of work, and amount of contract).
20. Attach a list of all contracts exceeding \$10,000 currently under way or bid but not awarded in which your organization has an interest. (Include name and address of owner, type of work, amount of contract or bid and current status).

NOTE: At preparer's option, answers to questions 19 and 20 may be submitted as a combined listing.

21. Attach a list of all equipment, owned or leased by your organization, which will be available for use on any work awarded to your organization.
22. State the net worth of your organization at the end of your last fiscal year. (Attach copies of your organization's latest balance sheet or financial statements.)
23. Provide detail on your company's specific experience operating and maintaining a sewage pumping station with a similar process.

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APPENDIX D

SUMMARY OF CURRENT MAINTENENACE AND OPERATIONAL ACTIVITIES

Highlands Pump Station

- A. Grit Trap
 - a. Measure depth of debris in trap weekly and after storms
 - b. Debris from grit trap is typically removed eight times per year
- B. Comminutors (two comminutors total)
 - a. Power wash once a week
- C. Transducers for Wet Well, Equalization Basin Nos. 1 and 2 (three transducers total)
 - a. Pressure wash each once every 2 weeks
- D. Submersible Wet Well Pumps (three pumps total)
 - a. Clear rags around cable once per week
 - b. Clear impeller once every two months
- E. Mixers (two mixers total)
 - a. Remove rags from mixer impellers twice a day
- F. Wet Well, Equalization Basin Nos. 1 and 2 Rag Removal
 - a. If mixers fail, remove rags from well and basins
- G. Equalization Basin Isolation Sluice Gate
 - a. Exercise quarterly
- H. Wet Well, Equalization Basin Nos. 1 and 2 Wash Down
 - a. Pressure wash and soap deck twice a week
 - b. Pressure wash well and basin walls twice a week
- I. Wet Well Pump Piping
 - a. Replace broken pipe supports (typically four support per year).
 - b. Paint and wire brush piping once every two years
- J. Surge Tank
 - a. Fill bladder with air (to 50 psi) once a month
- K. Compressor
 - a. Drain tank once a month
- L. Progressive Cavity Pump Piping Check and Gate Valves
 - a. Check daily that gate valves are fully open. Gates will move from vibration
 - b. Verify check valves are operating properly on a daily basis
- M. Main Sewage Progressive Cavity Pumps
 - a. Check under stator/rotor access cover and check and tighten bolts once a month
 - b. Grease bearing once a month depending on usage
 - c. Replace stators and rotors. Each pump has a new stator installed as needed (about once per year)
- N. Dry Well Sump Pumps
 - a. Switch lead and lag pump once a month
 - b. Check operation once per month
- O. Generator
 - a. Check fluid levels and top off reservoirs prior to exercising
 - b. Replace fluids and filters yearly
- P. Pump Station Control Panel and Motor Control Center
 - a. Remove dust once per year
 - b. Clean air inlet filter weekly
- Q. Pump House Soffits
 - a. Clean and paint every five years

- R. Building Stucco Face
 - a. Pressure wash annually
- S. Bioxide Odor Control System
 - a. Receive 2,500 gallon deliveries approximately once per month
 - b. Check metering pumps weekly for proper operation
- T. Pump Station Grounds
 - a. Mow lawn once/week
 - b. Leaf removal once a week in the fall
 - c. Remove snow from driveway and access areas as needed during storm events
 - d. One spring time cleanup per year
- U. Coiling Overhead Door into Pump Station Building
 - a. Grease door annually
 - b. Clean and paint once every five years
- V. Garden Beds
 - a. Weed in summer once per week
 - b. Trim trees and bushes 3 times a year
- W. Pump Station Building
 - a. Mop and sweep floors once a week
- X. Overhead Hoist
 - a. Grease once per year
- Y. Exterior Building
 - a. Exterior light bulbs replaced upon failure (about once per three months)
 - b. Check roof for debris quarterly
 - c. Check belts on roof HVAC unit quarterly
 - d. Change HVAC unit filters yearly

South Bay Avenue Pump Station

- A. Wet Well and Valve Chamber
 - a. Remove debris from the wet well three times a year
 - b. Spray down the wet well, transducers and valve chamber weekly
 - c. Empty trash basket twice a week
 - d. Exercise valves quarterly
 - e. Clean impellers quarterly
- B. Pump Station Grounds
 - a. Mow the grass once a week
 - b. Remove leaves once a week in the fall
 - c. Remove snow from on top of pump station and fence gate
 - d. One spring time cleanup per year
 - e. Add degreasing chemical to wet well as needed

Waterwitch Avenue Pump Station

- A. Wet Well and Valve Chamber
 - a. Clear pump impeller after large weather events and once every other week under normal operation
 - b. Remove debris from manual bar screen once every three days and after large weather events

- c. Remove debris from the wet well three times a year
 - d. Spray down the wet well and valve chamber weekly
 - e. Exercise valves quarterly
 - f. Clean impellers quarterly
- B. Pump Station Grounds
- a. Mow the grass once a week
 - b. Remove leaves once a week in the fall
 - c. Remove snow from on top of pump station and fence gate
 - d. One spring time cleanup per year
 - e. Add degreasing chemical to wet well as needed

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APPENDIX E
SPARE PART INVENTORY LIST

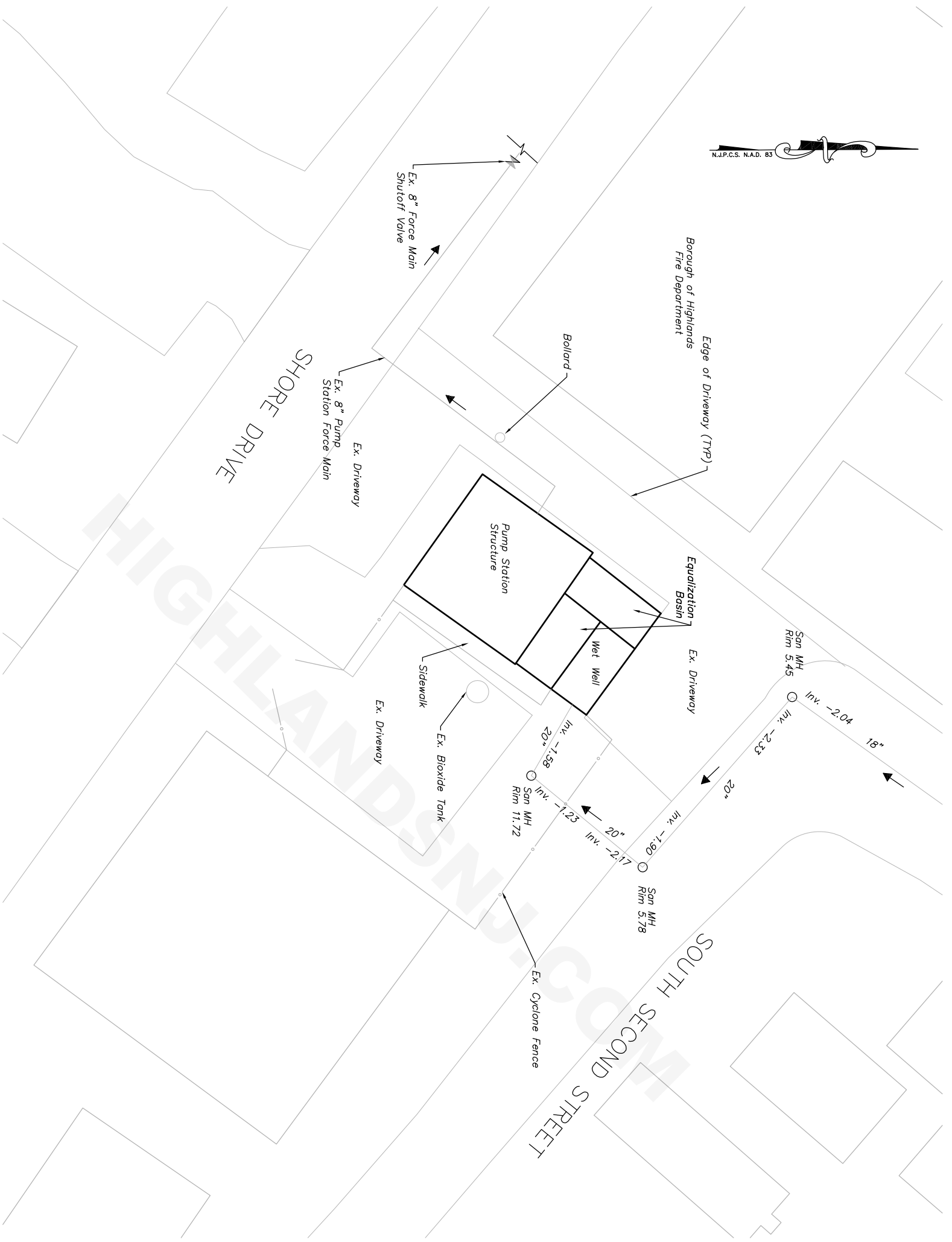
The spare part list is relative to the Highlands Pump Station only.

1. Five parts kits for progressive cavity pump gear joints
2. Miscellaneous hardware, bolts, nuts, and washers for progressive cavity pumps
3. Four progressive cavity pump seals
4. Two rotors and three stators for progressive cavity pumps
5. Two refurbished rotors for progressive cavity pumps
6. Three drive belts for progressive cavity pump drive
7. Once 6" flanged gate valve
8. Two rebuilt wet well submersible pumps
9. One comminutor with motor
10. One 8" flanged check valve
11. One set of bypass connection tongue and groove connectors
12. One 6" flanged check valve
13. Lubricants
14. One electric hoist
15. One 4" flanged ball valve
16. One submersible pump pipe strap
17. One 10" and one 8" repair clamp
18. Pipe tapping saddle
19. Pipe gaskets and retaining glands
20. Three new transducers
21. Refurbished bioxide pumps
22. One 8" expandable plug
23. Two sets of 3" bypass pump suction hoses
24. One 3" bypass pump
25. One 2" submersible bypass pump
26. One Mixer

APPENDIX F

PUMP STATION FIGURE

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HIGHLANDS PUMP STATION – EXISTING SITE PLAN

N.T.S.

 11 TINDALL ROAD MIDDLETOWN, NJ 07748 TEL. 732-671-6400 FAX. 732-671-7365	BOROUGH OF HIGHLANDS		FIGURE NO. 1
	HIGHLANDS PUMP STATION OPERATION AND MAINTENANCE RFP SITE PLAN OF EXISTING FACILITIES		