

The Township of Long Hill (Morris County), New Jersey

**REQUEST FOR PROPOSALS
FOR
OPERATION AND MAINTENANCE OF
THE TOWNSHIP'S WASTEWATER TREATMENT SYSTEM**

Issued: May 2, 2019

**ISSUED BY:
The Township of Long Hill (Morris County), New Jersey**

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1. INTRODUCTION AND DESCRIPTION OF THE PROPOSAL PROCESS

1.1. Nature of Procurement.

The Township Committee of the Township of Long Hill (Morris County), New Jersey (the “Township”) is soliciting proposals from qualified proposers for the following services:

- (1) the operation and maintenance of the Township’s existing wastewater treatment system, as more fully described in Section 2.2;
- (2) the administration of the Township’s industrial pre-treatment program; and
- (3) implementation of proposed capital or operational improvements that meet the objectives of the Township as stated in Section 1.2 below, if any;

The initial term of the contract will be for ten (10) years. The Township shall have the option to exercise up to two (2) five-year renewal terms in its sole discretion. This Request for Proposals (“RFP”) is being issued pursuant to the New Jersey Wastewater Treatment Public-Private Contracting Act (the “Contracting Act”) set forth in N.J.S.A. §58:27-19 et seq. which provides an alternative to the bidding requirements of the Local Public Contracts Law and provides for long-term agreements. Please note that the Township is holding a referendum on November 5, 2019 to sell its wastewater treatment system in pursuant to N.J.S.A. 40:62-3, et seq. If that referendum passes, the Township will negotiate a contract with the selected proposer for the operation and maintenance of its wastewater treatment system on a short-term basis.

1.2. Township Objectives.

The Township’s objectives in issuing this RFP include:

- Providing the citizens of Long Hill Township with an environmentally sound wastewater treatment system at the most beneficial and stable cost.
- Shifting liability with respect to operation and maintenance of the Wastewater System to a single third party.
- Soliciting proposals for capital or operational improvements that make operation and maintenance of the Wastewater System more cost effective, and make the system more environmentally sound and flexible to meet future needs including but not limited to the areas of energy efficiency, septage receipt and processing, ability to treat sewerage from surrounding areas, and ability to meet anticipated future regulatory requirements including phosphorous.

1.3. Brief Summary of Public-Private Contract Procurement Process.

New Jersey Wastewater Treatment Public-Private Contracting Act. The Township is procuring the operation and maintenance services described herein in accordance with the requirements of the Contracting Act. The Contracting Act sets forth the procedures for issuance of an RFP; review, clarification and evaluation of proposals; and negotiation of a contract with a qualified respondent whose proposal is determined to be most advantageous to the public (the “Preferred Proposer”). If the Township is unable to satisfactorily complete negotiations with the Preferred Proposer, it will select another qualified proposal for final negotiations. The Contracting Act provides an alternative process to the Local Public Contracts Law which requires that municipalities advertise for bids and select the lowest responsible bidder. Under the Contracting Act, the Township is permitted to negotiate with a Preferred Proposer and is not required to select a proposer based solely on cost or any other specific criterion. The Township must, however, set forth in writing the reasons for the selection of the Preferred Proposer with whom the Township completes negotiations (the “Selected Proposer”).

Issuance of Request for Proposals. This RFP is being issued following public notice as required in the Contracting Act, and will provide the basis for selecting the company with which the Township proposes to enter into the agreement for the services being procured with this RFP (the “Service Contract”).

Proposal Clarification. The Township may, at its sole discretion, conduct discussions with proposers for the purpose of clarifying any information submitted in the proposal or assuring that the proposers fully understood and responded to the requirements of the RFP, and in connection therewith issue revisions to the RFP and permit all proposers to submit revisions to their proposal.

Proposal Evaluation Process. Proposals received in response to this RFP will be reviewed first to determine which proposals meet the minimum qualification standards set forth in Section 5 herein, and then evaluated in a manner consistent with the evaluation criteria set forth in Section 6 of this RFP and the provisions of the Contracting Act.

Contract Negotiations. Following proposal review, clarification and evaluation, the Township will select a Preferred Proposer to negotiate a final contract.

Public Hearing/Execution of Agreement/State Agency Review. Following negotiation of a contract for the services procured through this RFP, the Township is required to hold a public hearing on the proposed contract. Following the public hearing, the Township will adopt an ordinance approving the Service Contract (acknowledging that the Service Contract must be approved by the Division of Local Government Services within the Department of Community Affairs (the “DLGS”). The Township must prepare a hearing report containing a copy of the proposed contract, a statement setting forth the reasons for the selection of the Selected Proposer, a verbatim record of the public hearing, statements submitted by interested parties, a summary of issues raised at the hearing and an opinion of bond counsel. The Township must submit the

hearing report to the NJDEP for review and must submit an application for approval of the Service Contract to the DLGS. The DLGS must approve (or conditionally approve) the application within 60 days. The DLGS may require changes to the contract as a condition of its approval. If conditionally approved and required revisions are deemed substantial by the DLGS (including increased rates or fees), a public hearing shall be held on the revised contract and the Service Contract shall be resubmitted for approval. If the DLGS determines that the required revisions (if any) are insubstantial, the revised agreement shall be resubmitted and the DLGS shall approve or disapprove the revised agreement within 15 days of the next public meeting of the DLGS.

1.4. Proposed Procurement Schedule and Process.

The following Table 1.4 sets forth the proposed timetable for the procurement of the services described in this RFP. The Township reserves the right to modify the schedule from time to time. The Table is followed by a brief discussion of each event.

**TABLE 1.4
PROCUREMENT SCHEDULE**

<u>Event</u>	<u>Date</u>
1. Availability of RFP and Draft Service Contract	May 2, 2019
2. Initial Prospective Proposers Optional Conference and Site Tour	May 9, 2019
3. Final Date Township Will Accept Questions to RFP	May 16, 2019
4. Proposals Due	May 30, 2019
5. Anticipated Selection of Proposal	June 21, 2019

The following is a brief description of each event of the Procurement Schedule set forth in Table 1.4:

Availability of RFP. Availability of the RFP will be advertised in a least one newspaper of general circulation in the service area that will receive wastewater treatment services and one newspaper of broad regional circulation.

Issuance of Draft Service Contract. A comprehensive draft Service Contract is attached as an addendum to this RFP to all registered proposers. Proposers are required to indicate in a clear

manner any exceptions taken to the provisions of the draft Service Contract and shall provide clear substitute language in Tracked Changes.

Initial Prospective Proposers Optional Conference and Site Tour. All prospective proposers should attend this conference (although not mandatory) during which the Township will discuss the scope of services desired and the procurement process and answer prospective proposers' questions. Prospective proposers, upon request, will be assigned a time and date for an individual firm site tour of the Wastewater System.

Final Date Township Will Accept Questions. The Township will attempt to answer all questions in connection with the scope of services sought and the procurement process submitted in writing prior to May 16th. All responses shall be provided to all registered proposers.

Proposals Due. Proposals must contain the information, and be presented in the form, required pursuant to Section 8 hereof. Proposals must be received by the Township no later than 4:00 pm on May 30, 2019.

Selection of Proposal. After clarifying proposals as necessary, the Township will evaluate and select the most advantageous proposer in accordance with the evaluation factors and weighting set forth in Section 6. Upon selection of the most advantageous proposer, the Township will commence and finalize negotiations, hold a public hearing on the proposed contract and submit an application for approval of the Service Contract to the DLGS in accordance with the Contracting Act.

1.5. Project Participants.

The Township Committee is the governing body of the Township, which has responsibility for implementation of the Township's Wastewater Management Plan and is responsible for authorizing all activities relating to the operation of the Wastewater System. The Township has retained qualified advisors to assist it in directing and reviewing the detailed activities undertaken in regard to this procurement and to make recommendations to the Township Committee.

1.6. Inquiries and Correspondence.

All inquiries and correspondence relating to this RFP should be directed to:

Nancy Malool, Township Administrator
Township of Long Hill
915 Valley Street
Gillette, New Jersey 07933
Phone: (908) 647-8000 x 224
Fax (908) 647-4150
Email: municipalclerk@longhillnj.gov

All inquiries and correspondence shall be sent in writing and delivered to the above address or sent by email. Proposers shall not contact any Township officials with respect to any aspect of the procurement or project, and any such contact may be grounds for disqualification from this procurement process.

All such written questions and/or requests for clarifications shall be submitted no later than the last date for the Township's receipt of all such questions or requests for clarifications as set forth in the Procurement Schedule (See Table 1.4). All written questions which are received prior to this date will be considered. Answers to questions will be issued in the form of addenda to this RFP.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the Township shall be binding on the Township and proposers relying on such oral information risk having their proposal deemed unresponsive by the Township. The Township will not be responsible for any explanation or interpretation of the RFP, unless such explanation or interpretation of the RFP is given in accordance with this written procedure.

1.7. Definitions.

Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the draft Service Contract. In the event of any conflict, the draft Service Contract's definition shall control.

2. BACKGROUND INFORMATION ON THE TOWNSHIP AND ITS SANITARY SEWER COLLECTION AND WASTEWATER TREATMENT SYSTEM

2.1 General Township Profile

The Township of Long Hill is located in Morris County, New Jersey, and has approximately 8,702 residents based upon the 2010 census. The Township owns and operates their sanitary system which consists of the following:

- Eight (8) sanitary pump stations;
- One (1) WWTP with rated capacity of 0.9 MGD;
- Estimated 286,290 linear feet of sanitary sewers;
- Estimated 1,260 sanitary manholes;
- Estimated 15,200 linear feet of force mains;
- Estimated 221,325 linear feet of privately-owned service lateral.

The Township Wastewater System currently serves 2,799 accounts.

2.2 Description of Wastewater System

Please refer to the R&V Evaluation Report for a comprehensive description of the Wastewater System.

2.3 [reserved]

3. SCOPE OF SERVICES SOUGHT

This section provides a brief summary of the performance responsibilities and financial obligations that the Township and the Selected Proposer will respectively assume in implementing the Service Contract. The Draft Service Contract is attached to this RFP and sets forth the terms and conditions pertaining to the operation and maintenance of the Wastewater System. In the event of a conflict between the Draft Service Contract and other sections of this RFP, the Draft Service Contract shall govern.

3.1. General Company Responsibilities.

The Township is seeking to enter into a contract with a single company or joint venture for all of the following:

- 3.1.1.** the operation, maintenance, and repair and replacement of the Facility;
- 3.1.2.** the operation, maintenance, and repair and replacement of pump station equipment, instrumentation and all other non-structural components of the pump stations;
- 3.1.3.** the operation and maintenance of the Collection System;
- 3.1.4.** the administration of the Township's industrial pre-treatment program;
- 3.1.5.** implementation of capital or operational improvements proposed by the Selected Proposer agreed to by the Township, if any; and

The initial term of the operations portion of the desired services, will be for ten years. The Township will have the option to exercise two five-year renewal term(s) for up to an aggregate of ten years. Please note that the Township is holding a referendum on November 5, 2019 to sell its wastewater treatment system in pursuant to N.J.S.A. 40:62-3, et seq. If that referendum passes, the Township will negotiate a contract with the selected proposer for the operation and maintenance of its wastewater treatment system on a short-term basis.

3.1.6. Alternative Proposals

Proposers may propose capital and/or operational improvements to the Wastewater System which the proposer deems necessary or beneficial in meeting the Township's objectives set forth in Section 1.2. Proposers are required to provide guaranteed pricing or other compensation arrangements and schedules with respect to any capital modifications proposed. Such proposed improvements and the information relating thereto should be presented as a separate section of the proposal labeled "Alternative Proposal". Pricing shall be provided separately for the proposer's base proposal.

3.1.7. Other Company Responsibilities

This Section provides a general description of the scope of the Company's responsibilities. Sections 4 hereof provides additional information with respect to the Company's responsibilities. The Draft Service Contract provides extensive detail with respect to the Company's obligations.

3.2. Township Responsibilities.

3.2.1. Ownership of the Wastewater System

The Township owns the Wastewater System. The Township will retain ownership of the Wastewater System and the site and all buildings and other improvements now existing and to be made thereon.

3.2.2. Permits

The Company shall be responsible for applying for and obtaining on behalf of the Township, all permits, licenses and approvals for the construction of any proposed capital modifications to the Wastewater System from any local, State or federal regulatory agency having jurisdiction. The Company will be responsible for (a) compliance with all existing laws and regulations as well as the terms of permits, licenses and approvals issued by any local, State or federal agency; (b) preparation and submittal of all required permit renewal applications (with the approval of the Township), and (c) payment of all applicable fees relating to such permits for the term of the Service Contract. In addition, the Company shall assist the Township in obtaining environmental permits, licenses and approvals that the Township is responsible for obtaining. Copies of the existing permits held by the Township are available for review by proposers.

The proposer shall be responsible for identifying and obtaining all licenses, permits and approvals that may be required for any capital or operational improvements proposed by the Selected Proposer and accepted by the Township.

3.2.3. Oversight

The Township will exercise oversight of the operation and maintenance of the Wastewater System through formal designation of a Township service coordinator who will be the liaison on a day-to-day, as-needed basis with the Company's on-site project manager (the "Project Manager"). Monthly operations reports will be required which will contain all pertinent operating data on Wastewater System performance necessary to assure compliance with the terms of the Service Contract during the prior month. Monthly reports, as set forth in Section 4.9, should also include a description of equipment or system downtime and maintenance and repairs implemented. The Township will have the right to perform Facility inspections to assure that the Wastewater System is managed, operated (including recordkeeping) and maintained in compliance with the terms of the Service Contract.

Meetings will be held periodically as needed and the Project Manager is expected to attend all such meetings and to provide reports and information as requested. It is expected that these meetings will be held monthly although during the initial months, they may be held but more frequently. From time to time, as appropriate, other Company personnel may be required to attend the meetings at the request of the Company or Township.

In accordance with the Service Contract, the Company will provide access to the Facilities, and access to all records and information to all persons who are members, or working with the oversight committee. The Company will comply with or reply to all requests from the committee in a prompt, responsive manner.

3.2.4. Billing and Collection

The Township shall remain responsible for calculating appropriate user charges and performing all billing and fee collection services.

3.2.5. Sewer Hook-ups

The Township shall be responsible for completing new connections between Wastewater System users and the Wastewater System.

3.2.6. Payment of Service Fee

The Township shall pay the Company an annual Service Fee (on a monthly basis) for operation and maintenance of the Wastewater System as set forth in the Draft Service Contract.

4. MANAGEMENT AND OPERATIONAL REQUIREMENTS

The Company shall perform the management and operational requirements described in this Section 4, as more fully set forth in the Service Contract.

4.1. General.

The Company shall operate, maintain and manage the Wastewater System on behalf of the Township in accordance with the terms and conditions of the Service Contract, including in compliance with Applicable Law and the existing effluent limits. The Company shall at all times keep the Wastewater System in good working order and good repair, and shall manage, operate and maintain the Wastewater System in a professional, safe, efficient and economical manner in accordance with the highest generally accepted industry and utility standards, and sound operating practice.

4.2. Staffing.

The Company, at its own expense, shall provide all labor, including the services of a full-time project manager (the "Project Manager"). All licenses required for operation of the Wastewater System shall be held by full-time on-site employees of the Company. The Project Manager shall possess all licenses required by the State to operate the Township's Wastewater System. The Company shall provide adequate staff, in addition to the Project Manager and any licensed operators, as is necessary to operate, maintain and manage the Wastewater System continuously, twenty-four (24) hours per day seven (7) days per week including holidays, in a professional, safe, efficient and economical manner and in accordance with the Service Contract. The Township has the right to approve any Project Manager, such approval not to be unreasonably withheld. The Company shall pay for all costs associated with labor including, but not limited to, salaries, wages, overtime, payroll taxes, benefits, and insurance of any type.

4.3. Training.

The Company shall provide ongoing training and education for its employees involved with the Wastewater System in all necessary areas of process control, operation, maintenance, management, safety, laboratory procedures, computer operations, and management skills, including training of new personnel. Process control training shall include mitigation, notification and corrective procedures for potential violations and for each type of possible public health threat.

4.4. Safety.

The Company will implement and maintain a safety program in compliance with Applicable Law. The Company's safety training shall address all safety issues, including but not limited to, hazardous chemicals, confined space entry, lock-out and tag-out procedures, right to know requirements, and electrical safety requirements. The Company shall make

recommendations to the Township regarding the need, if any, for the Township to modify any existing component of the Wastewater System facilities in order to comply with Applicable Law including, without limitation, OSHA and the Americans With Disabilities Act.

4.5. Emergency Management.

The Company shall implement, maintain and continuously update an Emergency Response Plan in accordance with Applicable Law and the requirements of emergency response institutions and shall provide the Township with copies of such plan and any updates thereto.

4.6. Process and Maintenance Control.

The Company shall operate and maintain the existing computerized programs for maintenance, regulatory report preparation and data storage, laboratory information management, word processing and cost accounting. The latter shall be used to administer the Maintenance, Repair and Replacement Account. The maintenance program will be used to schedule, record, track and monitor all maintenance activities including predictive, routine, corrective and preventive maintenance, maintenance histories of each piece of equipment, manufacturers' requirements for maintenance, warranties, costs, labor hours and inventories of spare parts and equipment. The Company shall maintain and update, as applicable, a detailed Operation and Maintenance Manual for the Wastewater System which shall comply with Applicable Law and shall address all aspects of process control and unit process operation including start-up, shutdown, troubleshooting and safety, upset recovery, mitigative and corrective procedures for reasonably anticipated Uncontrollable Circumstances. The Company shall conduct, at its own expense, all regulatory monitoring, sampling and analysis and prepare and submit all regulatory reports and correspondence with regulatory agencies. The Company shall also develop and undertake a regular sampling and monitoring program for the purpose of process control and optimization, detection of Biologically Toxic Substances including the daily monitoring of the mixed liquor biological activity/health and influent TSS, BOD₅ or COD₅, PO₄, NH₃ and Total Fe.

4.7. Vehicles and Inventories.

The Company will be responsible for providing all vehicles and rolling stock necessary to perform the services required under the Service Contract.

4.8. General Record Keeping Requirements.

The Township shall have immediate access to copies of records required to be kept by the Company concerning the Wastewater System and the Company's responsibilities under the

Service Contract. Such records include all information related to the operation, maintenance and management of the Wastewater System and the Service Contract requirements.

The Company will submit for Township's approval a records management plan prior to the Commencement Date which shall comply with the New Jersey Department of State Division of Archives and Records Management requirements. This plan will describe the records storage systems, facilities, procedures, storage media and methods that will be used throughout the Service Contract term. The storage media used will have a minimum storage life of ten years and hard copies shall be kept during the term of the Service Contract. All records will be stored in a secure manner, be clearly identified, and be accessible to the Township at any time including nights and weekends. The Company shall maintain and update a directory of files, copies of which will be given to the Township and also kept accessible to the Township at each records storage location. Records will be stored at one or more locations within the Facilities approved by the Township.

4.9. Reports.

The Company will provide the Township with routine and non-routine reports as described in the Draft Service Contract as well as any additional reports the Township reasonably requires. The Township may direct the content, data format, distribution list and delivery date of reports it receives from the Company.

4.10. Meetings.

The Company shall attend meetings requested by the Township, including Township Committee meetings held in the evenings, at no additional cost and shall provide reports, information and presentations as requested by the Township, including a presentation concerning the annual reports required to be given.

4.11. Access.

The Township officials and representatives shall have access to the Wastewater System at all times, without notice, including nights, weekends and holidays. During such visits/inspections to the Wastewater System, Township personnel and its representatives shall comply with Company's reasonable safety policy for all visitors.

4.12. Maintenance, Repair and Replacement.

4.12.1. Major MR&R of the Facility and Pump Station Equipment.

The Township is requesting that proposers provide pricing for two alternative major maintenance, repair and replacement scenarios: (1) a base scenario as reflected in the Draft Service Contract (Base Proposal A), and (2) a second scenario which would require the Company to provide all maintenance, repair and replacement of the Facility at its cost for up to \$10,000 per item (not including costs of Company personnel dedicated to the Project) and having the Township be responsible for costs in excess of \$10,000 per item (not including costs of Company personnel dedicated to the Project) (Base Proposal B). The proposer shall complete separate Price Proposal Forms for each Base Proposal A and Base Proposal B. In addition, the proposer shall provide an anticipated Major Maintenance, Repair and Replacement schedule with its proposal.

4.12.2. Other Maintenance, Repair and Replacement

The Company, at its own expense, will be responsible for undertaking, managing and completing all routine predictive and preventive maintenance for the Facility. The Company, at its own expense, is responsible for undertaking, managing and completing all routine and non-routine cleaning and blockage removal from the collection mains and pump stations. The Company, at the Township's expense by means of a separate Collection System Maintenance, Repair and Replacement Account (the "CSMRRA"), will be responsible for undertaking, managing and completing all maintenance and repair of the Collection System (other than cleaning and blockage removal as stated above and the maintenance, repair and replacement of the non-structural components of the pump stations). CSMRRA expenditures require cost substantiation and prior authorization of the Township except in the case of an emergency after which the Company shall notify the Township of the nature and cost of the expense by the end of the next business day. The Township retains responsibility for performing sewer connections, and collection main replacement and extension. At the end of each Contract Year, the Company shall undertake, manage and complete, at its own expense, a thorough predictive maintenance evaluation for the Facility and pump stations. The predictive maintenance evaluation will incorporate historical, vibrational and thermal analyses or other equivalent methods to predict which equipment or instrumentation needs maintenance, repair or replacement. It will also include, as necessary, repair-replacement financial analyses. The Company, at its own expense, will undertake and complete the maintenance, repairs and replacement predicted by the evaluation on a schedule with completion prior to the date predicted by the evaluation or prior to the end of the Service Contract, whichever occurs first. All flow meters and monitoring instrumentation shall be calibrated annually or more frequently in accordance with the instrumentation or equipment manufacturer's recommended instructions and procedures.

4.13. CSMRRA Administration.

The Company on behalf of the Township will maintain the CSMRRA as a separate bank account to which both parties have the right to remove or add funds on their singular signature. The account will earn a competitive interest. Each month the Company shall, as part of its monthly report, include an itemized accounting of the CSMRRA and all CSMRRA expenditures or encumbrances that occurred that month. Each expenditure item over \$50 shall list the name of the item, a description of the item, the name and city/state location of the vendor, the vendor's and the Company's purchase order numbers, and the amount of the expenditure. Items under \$50 need only a description, the vendor's name and city/state location, and amount. The monthly report will also include a copy of the CSMRRA bank account's monthly statement, the total sum of CSMRRA expenditures year to date, the CSMRRA allowance for the year, the amount of the CSMRRA allowance remaining, and a forecast of year end actual CSMRRA expenditures. The Company, at the Township's request, shall provide additional CSMRRA expense justification and detail as requested in connection with individual MRRRA items or monthly reports. At the end of the Term of the Service Contract, all unspent CSMRRA funds shall revert to the Township. If justified and approved CSMRRA expenditures exceed the CSMRRA allowance, the Township shall provide additional funds for the CSMRRA in sufficient time to pay the expenditure by the date the invoice is payable. The Company may not charge the CSMRRA for the cost of its employees assigned to the Wastewater System on a full-time basis and may only charge incremental costs for subcontractors and part-time employees. The Company may not charge the CSMRRA for any services, costs or products provided by the Company or any Company affiliate without the Township's prior approval.

4.14. Exit Test.

One year prior to the expiration of the Term, and at the Township's discretion and cost, at any time thereafter, the Company will be required to meet an exit test to show that all necessary maintenance, repair and replacements have been completed, that all management systems, records and information are satisfactorily maintained, that the Wastewater System is operating in compliance with Applicable Law and the Service Contract, and that the buildings, grounds, equipment, vehicles and all other facilities are in good operating condition and appearance.

4.15. Laboratory.

The Company, at its own expense, shall obtain a license and, as needed, certifications to operate and maintain the environmental laboratory. The laboratory is to support the operation of the Facility, IPP, and conduct, at a minimum, those certified analytical tests required for "daily" regulatory reporting including pH, temperature, chlorine residual, if needed, TSS, and COD₅ as a substitute for BOD₅ for influent analysis. The Company may subcontract certified laboratory testing except for those tests required above.

4.16. Industrial Pretreatment Program.

The Township's industrial pretreatment program ("IPP") will be carried out and administered by the Company in accordance with Applicable Law on behalf of the Township. Presently, there are two industries in the IPP, BASF Co. and Albea, and the USEPA, who discharges treated groundwater into the Township's Wastewater System, is also in the Program. The industries, at their own expense, are responsible for regulatory compliance testing and reporting.

4.17. Sludge.

The Company will provide for the collection and hauling of sludge ("Sludge") and will provide for or coordinate with the Township for the collection and hauling of all other solid waste, screenings, grit, and scum (collectively, "Waste") to the Township's existing or approved disposal sites. It shall be the sole right and responsibility of the Township to designate, approve or select disposal sites to be used by the Company for the Township's Sludge or Waste materials. All Sludge, Waste and/or byproduct treated and/or generated during the Company's performance of services is and shall remain the sole and exclusive property of the Township. All manifests or other documentation required for disposal of Waste shall be signed by or in the name of the Township. The Company will pay any third party directly for the transportation and disposal of Sludge out of its Annual Fee. The Township shall pay directly for the transportation or disposal of Waste.

4.18. Utilities and Operating Supplies.

The Company, at its own expense, shall provide or purchase and pay for all utilities, supplies, materials, services, consumable items and all other items necessary to operate, maintain or manage the Wastewater System in accordance with the Service Contract and Applicable Law unless expressly stated otherwise. These expenses shall include, without limitation, chemicals, laboratory supplies, janitorial supplies, parts, tools, lubricants, oils, grease, paint, landscaping flora, services and materials, trash and snow removal, instrumentation calibration, software, storage media, generator service, natural gas, water, telephone and telemetry, alarm services, security services and devices, gasoline, fuels, laboratory sampling and testing, advertising, public relations costs, safety supplies and equipment, uniforms, pagers, furniture, office equipment and supplies, computer equipment and reimbursement of the Township for the cost of electricity utilized above the Guaranteed Maximum Electricity Utilization.

4.19. Cooperation and Relationships.

The Company shall maintain a professional, responsive, efficient relationship with the NJDEP and all other regulatory agencies or authorities with responsibility for or an interest in the Wastewater System or the Township. The Company shall coordinate its activities with those of any contractors retained by the Township to upgrade, modify or expand the Wastewater System. The Company shall interact with the citizens, employees and elected officials of the Township,

the general public, the employees and representatives of the IPP industries, users of the Wastewater System, and persons inquiring or complaining about service in a professional, responsive courteous fashion. The Company shall give the Township notice of any contact by the media and shall issue no statements to the media without the Township's approval.

4.20. Odor Control.

The Company shall use its best efforts to control and minimize odors from the Wastewater System, including, at the Company's expense, modifying its process control procedures, replacing activated carbon in all air filters whenever needed, keeping buildings or tanks enclosed for odor control purposes closed, installing odor control devices on the storage of polymers for sludge thickening if that polymer has a strong odor, and applying oxidation, masking or odor neutralizing chemicals.

4.20.1. Public Relations.

The Company shall develop, with the advice and consent of the Township, a public relations plan in order to keep the Township, citizens and users informed about the operation and maintenance of the Wastewater System. The Company will schedule and conduct tours of the Facilities, if and as requested, subject to Company's primary responsibility to operate, maintain and manage the Wastewater System.

5. MINIMUM QUALIFICATION REQUIREMENTS

This section of the RFP establishes the Minimum Technical Qualification Requirements which a proposer must satisfy to be designated as a Qualified Proposer.

5.1. Minimum Technical Qualifications.

Compliance with the following requirements (“Minimum Technical Qualification Requirements”) will be determined based upon an evaluation of both the past experience of the proposer and the information on reference projects submitted in the proposal.

Proposers shall provide information, as required in Section 8 demonstrating the following experience in order to meet the Minimum Technical Qualifications Requirements:

1. Proposer has been in the wastewater treatment plant operation business for at least 5 years.
2. Proposer has operated (including full responsibility for all management, labor and operation and maintenance) and maintained at least 2 wastewater treatment plants with a capacity of at least 0.6 MGD during the past 2 years including one that is publicly owned. The proposer has operated and maintained at least 2 wastewater treatment plants using processes similar to the Township’s.
3. Proposer has operated and maintained collection mains.

Facilities used to satisfy these criteria are referred to herein as “Reference Facilities”.

6. EVALUATION CRITERIA

Proposals submitted will be evaluated in accordance with the principles and objectives set forth in this Section.

6.1. Selection Criteria.

It is the objective of the Township to select the qualified proposer whose proposal is judged, after undergoing the selection process described in this Section 6, to be in the best interests of the Township. Although the Township will consider all factors which reflect on each proposer's ability to meet the Township's objectives, significant evaluation emphasis will be placed on the technical, business, pricing and risk assumption aspects of each proposal, as well as the demonstrated performance capability of the proposer and its team to successfully operate and maintain the Wastewater System. The Preferred Proposer will not be determined solely on the basis of lowest cost. The evaluation criteria are as follows:

- Cost
- Experience and Qualifications
- Technical Approach
- Business Issues

6.2. Determination of Qualified Proposers.

Upon receipt of proposals, the Township will review each proposal to determine if the Minimum Technical Qualification Requirements set forth in Section 5 hereof have been satisfied. Only those proposals which are determined to be Qualified Proposals will be evaluated by the Township. The Township may, in its discretion, request clarification from a proposer to determine if the Minimum Technical Qualification Requirements have been satisfied. Alternatively, in the event any proposal does not clearly demonstrate that the proposer has met the Minimum Technical Qualification Requirements, the Township may decline to review and evaluate such proposal.

6.3. Determination of Completeness and Compliance.

Upon determination of Qualified Proposers, the Township will review their proposals to determine completeness and compliance with submittal requirements. A period of proposal clarification may, at the discretion of the Township, be permitted. Only complete and responsive Qualified Proposals will be fully evaluated.

6.4. Preparation of Evaluation Report.

The Township will review and evaluate the proposals (as clarified) and will prepare an evaluation report.

6.5. Evaluation of Qualifications and Experience.

The Township will consider the expertise, past experience, record of regulatory compliance, and other qualifications of the proposer and key personnel, with particular emphasis on the quality and depth of the management team (including the Project Manager and other management personnel providing oversight and resources for the Company's performance of the Service Contract), to determine whether the proposer is capable of operating and maintaining the Wastewater System consistent with the terms of the proposal and the Service Contract and the relative advantages of such expertise and experience as compared to other proposals.

6.6. Evaluation of Technical Approach.

The Township will conduct a detailed review and evaluation of each proposer's technical approach.

In reviewing technical approach, the Township will make the following evaluations:

- The elements of the proposed plan of operations for the Wastewater System, that would be advantageous to the Township.
- The proposed Staffing Plan.
- The proposed MR&R Plan associated with Base Proposal B as described in Section 4.12.1.
- Benefits of proposed capital or operational improvements if any.

The Township reserves the right, in its sole discretion, to accept, reject or modify any Alternative Proposal, if applicable, or any portion thereof, based on its judgment as to whether the Alternative Proposal, or the applicable portion thereof, is in the best interests of the Township and is consistent with its goals as set forth in this RFP based on considerations of all factors.

6.7. Evaluation of Business Approach.

Business approach will principally be evaluated based on the degree to which the proposer accepts the risk posture and general business deal set forth in the draft Service Contract, and the strength of guarantees proposed in the Proposal Forms as they relate to the Service Contract. Exceptions to the Service Contract shall be clearly marked on the Service Contract and

substitute language which cannot be neatly marked on the Service Contract shall be provided in the form of typed riders. In addition, the relative financial strength of each proposer or its financial Guarantor, as applicable, will be assessed as part of the evaluation process. Financial information received in accordance with this RFP will be used to perform this evaluation.

Business Proposals will also be evaluated based on the information provided in response to Section 8.10 of this RFP.

6.8. Evaluation of Cost Proposal.

The Township has determined that cost is a major element in its decision to select a Selected Proposer to negotiate the Service Contract. In particular, for each proposer the Township will evaluate the all-in cost of operating and maintaining the Wastewater System and designing, building and operating any proposed capital improvements, if applicable.

The Township will analyze the cost of each proposal over the life of the Service Contract, taking into account all costs associated with operation and maintenance under the scope of the Service Contract.

The Township anticipates that the pricing provided under Base Proposal B will be lower than the pricing provided under Base Proposal A and notwithstanding such circumstance, the Township reserves the right to select the pricing provided in Base Proposal A in its sole discretion in light of the risk to the Township associated with Base Proposal B.

7. RIGHTS OF THE TOWNSHIP AND ADDITIONAL INFORMATION REGARDING PROCUREMENT PROCESS

7.1. Rights of the Township and Conditions.

The Township reserves, holds and may exercise, at its sole discretion, the following rights and conditions with regard to this RFP. By responding to this RFP, proposers acknowledge and consent to the following conditions relative to the procurement process and the determination of a Preferred Proposer(s) and a Selected Proposer:

- This RFP does not obligate the Township to procure or to contract for any services.
- The Township reserves the right to change or alter the schedule for any events associated with this procurement upon notice to the proposers.
- All costs incurred by a proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations entered into in connection with developing a Service Contract will be borne by the proposer.
- The Township reserves the right to reject, for any reason, any and all proposals and components thereof and to eliminate any and all proposers responding to this RFP from further consideration for this procurement.
- The Township reserves the right to eliminate any proposer who submits incomplete, inadequate responses or is not responsive to the requirements of this RFP.
- The Township may conduct clarification discussions, at any time, with one or more proposers.
- The Township reserves the right, at any time, to determine that one or more proposers will not be selected as either Qualified Proposers, a Preferred Proposer or the Selected Proposer.
- The Township reserves the right to select or not select an Alternative Proposal based upon the sole judgment of the Township as to whether such proposal is in the best interests of the Township.
- The Township reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP at any time, or otherwise request additional information.

- All proposals become the property of the Township, may be destroyed and will not be returned.
- All activities related to this procurement shall be subject to all Applicable Law.
- The Township (including its staff, consultants and the Township) reserves the right to visit and examine any of the facilities referenced in each proposal to observe and investigate the operations of such facilities.
- Neither the Township, its staff, nor any of its consultants will be liable for any claims or damages resulting from the solicitation, submission, collection, review or evaluation of proposals.
- The Township may request recipients of this RFP, and after proposal submission, proposers to send representatives to the Township for interviews and presentations.
- The Township reserves the right to conduct investigations of the proposers and their proposals, to clarify the information provided pursuant to this RFP, and to request additional evidence to support the information included in any proposal.
- The Township reserves the right to discontinue negotiations with any Preferred Proposer or Selected Proposer as described in Section 7.8.

7.2. Optional Pre-Proposal Conference.

The optional pre-proposal conference will be held on May 9, 2019 at 10:00 a.m. at the Municipal Center. The conference, which should be attended by all prospective proposers, will be followed by an optional site tour.

Upon request, the Township will schedule individual site tours and will provide potential proposers with the opportunity to review and copy on-site documents. The tours will be on an individual proposer basis to be scheduled directly with Township Public Works Manager, Al Gallo.

All attendees at the conference will have the opportunity to ask questions concerning this RFP, the Wastewater System generally and for the purposes of clarifying any issues regarding the procurement process. Attendees may submit questions in writing prior to the conference and the Township may attempt to address such questions at the conference.

7.3. Addenda or Amendments to this RFP.

During the period provided for the preparation of proposals, the Township may issue addenda or amendments to this RFP. These addenda will be numbered consecutively and will be distributed to each prospective proposer that received this RFP from the Township. These addenda will be issued by, or on behalf of, the Township and will constitute a part of the RFP. Each proposer is required to acknowledge receipt of all addenda at the time of submission of the proposals by submitting an executed acknowledgment form included in Business Proposal Form 1. This acknowledgment shall govern not only additions which may be bound in and attached to the RFP, but also all addenda which may be distributed prior to the date established for submission of the proposals. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the proposal submittal date.

7.4. Designation of Qualified Proposers.

Prior to selection of the most responsive and beneficial proposal for negotiations, the Township will review the proposals received in accordance with this RFP to determine which proposals meet the Minimum Technical Qualifications Requirements set forth herein. The review will be conducted in the manner that avoids disclosure of the contents of a proposal to any competing proposer. Proposers submitting proposals determined to have met such Minimum Technical Qualifications Requirements shall be deemed Qualified Proposers.

7.5. Clarification of Proposals.

The Township may, at its sole discretion at any time prior to execution of the Service Contract, conduct discussions with proposers for the purpose of clarifying any information submitted in the proposal or assuring that the proposers fully understood and responded to the requirements of the RFP, and in connection therewith issue revisions to the RFP and permit proposers to submit revisions to their proposals.

7.6. Designation of Preferred Proposer.

Following the determination of the Qualified Proposers, the Township will evaluate the proposals submitted by the Qualified Proposers to determine the most beneficial proposal in the sole judgment of the Township. The Township will only designate one Qualified Proposer at any time as the Preferred Proposer.

7.7. Service Contract Negotiations.

Upon designation of a Preferred Proposer, the Township will commence negotiations of the Service Contract with such Preferred Proposer.

The Township will not be responsible for any of the direct or indirect negotiation costs incurred by any proposer who participates in such negotiations.

7.8. Termination of Negotiations.

The Township in its sole discretion may, at any time, exclude a proposer from further participation in the negotiation process if it determines that such proposer is failing to progress in the negotiations, if the terms of its proposal, as negotiated, are less advantageous than those of other Qualified Proposers, if the terms of the Service Contract, as being negotiated, are not satisfactory to the Township or for any other reason. A proposer who fails to negotiate a Service Contract in good faith with the Township shall forfeit its proposal Bond to the Township. Upon such a termination of negotiations, the Township may select another proposer from the Qualified Proposers for negotiations.

7.9. Cost of Proposal Preparation and Selection Process.

Each proposal and preparation of all information required pursuant to this RFP shall be prepared at the sole cost and expense (including engineering and legal costs) of the proposer. In addition, the proposer shall be solely responsible for all costs (including engineering and legal costs) incurred in connection with the evaluation and selection process undertaken in connection with this procurement and any negotiations entered into in connection with developing a Service Contract. There shall be no claims whatsoever against the Township, its staff, or its consultants for reimbursement for the costs or expenses (including engineering and legal costs) incurred during the preparation of the proposal or other information required by this RFP or procurement process or in connection with the selection process or contract negotiations.

7.10. Disclosure of Information in Proposals.

In accordance with the Contracting Act, the Township will review each proposal submitted in response to this RFP in such a manner as to avoid disclosure of the contents of any proposal to proposers submitting competing proposals. In conducting discussions with proposers, the Township will not disclose information derived from proposals submitted by competing proposers.

The Township will use good faith efforts to prevent the unauthorized disclosure of information marked proprietary. However, the Township will assume no liability for any loss, damage, or injury which may result from any disclosure or use of marked data or any disclosure of this or other information during the review of the proposals. Notwithstanding the above, Proposal Forms relating to cost will not, under any circumstances, be considered proprietary or confidential information.

7.11. Withdrawal from Procurement Process.

A proposer may withdraw a proposal prior to the date and time set for the opening of the proposal provided that a written request to withdraw the proposal is hand delivered to the Township Manager, by or on behalf of an authorized representative of the proposer, or the request is delivered by certified mail.

7.12. Disposal of Proposals.

All proposals are the property of the Township and will not be returned. At the conclusion of the procurement process, the Township may dispose of any and all copies of proposals received in whatever manner it deems appropriate. However, prior to such disposal, the Township will use good faith efforts to prevent the unauthorized disclosure of proprietary information, provided same is properly identified in accordance with subsection 7.10 of this RFP. In no event will the Township assume liability for any loss, damage or injury which may result from any disclosure or use of marked data which occurs prior to the disposal of proposals.

8. INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF ALL PROPOSALS

8.1. Proposal Submission; Timing of Submission; Number of Proposals to be Submitted.

Proposals must be submitted by 4:00 p.m., Eastern Time, on May 30, 2019. Five (5) hard copies and two (2) CD/Flash Drives of the entire proposal shall be submitted to:

Nancy Malool, Township Administrator
Township of Long Hill
915 Valley Street
Gillette, New Jersey 07933

One copy (designated as number 1) of the proposal documents must be clearly marked as the original and must contain the original signature forms and other original documents. The remaining 4 copies can be reproductions. Proposers shall number each set of documents in sequential order on the upper right corner of each cover.

All proposals submitted will remain unopened until the deadline for submission of proposals has passed. At such time, all proposals received will be opened and distributed to the Township's Township for review. Any proposals submitted which are received after the specified deadline will be marked "received late" and will be returned unopened.

The delivery of the proposal to the Township on the above date and prior to the time specified herein is solely and strictly the responsibility of the prospective proposer. The Township shall not, under any circumstances, be responsible for delays caused by the United States Postal Service or any private delivery service, or for delays caused by any other occurrence.

8.2. Completeness.

Each of the instructions set forth in this Section 8 must be followed for a proposal to be deemed responsive to this RFP. In all cases, the Township reserves the right to determine, at its sole discretion, whether any aspect of the proposal meets the submission requirements of this RFP. The Township reserves the right to reject any proposal which, in its judgment, does not comply with these proposal submission guidelines, or to waive requirements that it deems as non-material.

8.3. Cover Letter and Signature Requirements.

Together with each proposal, the Township must receive one original cover letter on the official letterhead of the proposer acknowledging, among other things, that the proposer has completely reviewed and understands and agrees to be bound by the requirements of this RFP and such letter commits the proposer, if selected, to carry out the provisions of the proposal. Such cover letter must further state that (a) all information submitted in support of the proposal is accurate and factual; (b) all representations made regarding the proposer's willingness to make the required Performance Guarantees

set forth in the Draft Service Contract, and the proposer's concurrence with the proposed business arrangement are true; (c) the proposal is provided fairly, without collusion or fraud; and (d) the proposer will, if chosen as the Selected Proposer, perform the work and services set forth in the proposal. The cover letter must designate a contact person for all communications to and from the Township with respect to this procurement. The letter must also designate the individuals who will be the proposer's key technical and business negotiators and who shall be available to respond, in a timely fashion, to inquiries submitted by the Township or its consultants.

The cover letter must be signed by an officer of the proposer who is empowered to sign such material and to commit the proposer to the obligations contained in the proposal. A certificate attesting to such authorization must be attached to the cover letter. If the proposer is a partnership, the proposal shall be signed by one or more of the general partners. If the proposer is a corporation, the authorized officer shall sign his/her name and his/her title beneath the full corporate name. Anyone signing the proposal as agent must file with it legal evidence of his/her authority to execute such proposal.

ALL FORMS WHICH REQUIRE SIGNATURES OF THE PROPOSER SHALL BE SIGNED BY THE SAME INDIVIDUAL(S) SIGNING THE COVER LETTER.

8.4. Proposal Bond.

A Proposal Bond, in the amount of \$20,000, payable to THE TOWNSHIP OF LONG HILL, NEW JERSEY, must accompany the proposal when submitted. Such Proposal Bond shall provide that if the proposer is determined to be a Preferred Proposer, then prior to the expiration or termination of said Bond, the Preferred Proposer shall (i) if so requested by the Township, negotiate a Service Contract with the Township, and (ii) if the Township selects the proposer's proposal as the most favorable proposal, enter into the Service Contract so negotiated with the Township. If the Preferred Proposer shall fail to do either of the foregoing, said Surety will pay to the Township, the full amount of the Proposal Bond. At the option of the proposer, the Proposal Bond may be a bond secured by a guarantee of a surety company listed in the latest issue of United States Treasury Circular 570 and within the maximum amount specified in said circular and authorized to do business in the State of New Jersey, or an irrevocable, standby "letter of credit" from a bank with a credit rating from either Standard & Poor's Ratings Services or Moody's Investors Service of at least "A".

Any Proposal Bond must be valid for a period of at least 180 days from the proposal submission date. If the Service Contract has not been executed prior to the expiration of the Proposal Bond, the Township may require the renewal of the Proposal Bond for an additional period. The form of the Proposal Bond which must be submitted is included in Business Proposal Form 4 of this RFP.

The proposal Bond submitted by a proposer shall be refunded within 10 business days after the earliest to occur of (i) rejection of the proposal of such proposer by the Township, (ii) designation of such proposer as not meeting the minimum qualifications of this RFP, or (iii) the execution of the Service Contract by and between the Township and the Selected Proposer.

8.5. Proposal Forms.

Appendices A and B contain the Proposal Forms. A completed set of Proposal Forms shall be included in each Proposal. The transmittal letter contained in Business Proposal Form 1 shall be submitted separately with each proposal as part of the Executive Summary. In connection with Alternative Proposals, proposers shall include any applicable Proposal Forms which contain information that differs from those prepared for the Base Proposal. Data from these forms will be used in the proposal evaluations.

Each proposer must fill out all of the forms completely. Use “N/A” to specify any items set forth in the Proposal Forms which are not applicable to a proposer. It should be noted, however, that the failure to fully complete all applicable Proposal Forms by incorrectly providing that certain Proposal Forms (or portions thereof) are not applicable to a proposer may result in a determination that the proposal is unresponsive. To provide additional information, use separate sheets following the Proposal Form format. Much of this information will be incorporated into the final Service Contract.

In cases where a written price is used with a numeric price, the written price will govern. If a discrepancy exists between totals and itemized breakdowns, the totals will govern.

8.6. Organization and Form of Proposal.

Organization of Proposal.

Proposals submitted in response to this RFP shall consist of the following sections with the following table of contents:

- A. Section I: Executive Summary
 - 1. Table of Contents
 - 2. Proposal Forms 1 and 2
 - 3. Text of Executive Summary
 - 4. Corporate Overview

- B. Section II: Qualifications and Experience
 - 1. Table of Contents
 - 2. Qualifications and Experience

- C. Section III: Technical Approach
 - 1. Table of Contents
 - 2. Approach to Operation and Maintenance including Staffing Plan, MR&R Plan and anticipated Major MR&R Schedule

3. Alternative Proposals

D. Section IV: Business Proposal

1. Table of Contents
2. Transmittal Letter
3. Business Proposal Forms
4. Proposal Bond
5. Financial Qualifications
6. Service Contract Mark Up

E. Section V: Price Proposal

1. Proposal Forms for Base Proposal A (Company responsible for all MR&R) and Base Proposal B (Company responsible for all MR&R up to \$10,000)
2. Proposal Forms for Alternative Proposals

Form of Proposal.

The proposer shall provide the appropriate information required for each Section, in accordance with the following content and format requirements:

- All Sections and all related information shall be bound as a single document, unless that is impractical, in which case an Appendix document accompanying the section may be submitted.
- The responses shall be concise, clear factual, and complete with a minimum of extraneous material.
- The information provided shall be enumerated to correspond to the section of the RFP being addressed.
- The proposal shall be indexed and sectioned and shall be prefaced with a table of contents.
- The proposal documents shall be legibly typed or printed on 8-1/2-inch x 11-inch paper, except for figures or maps, which must be prepared at a larger size due to scale requirements in order to be legible. Oversize maps and figures greater than 11 inches x 17 inches shall be organized in Appendices whenever possible.

8.7. Section I: Executive Summary.

The Executive Summary should highlight key aspects of the proposal. The proposer should also provide a general overview of its corporate structure and a description of the proposer's business.

The Executive Summary shall be limited to 10 pages (exclusive of the Proposal Forms).

8.8. Section II: Qualifications and Experience.

This section of the proposal shall describe the Company's technical qualifications and experience.

8.8.1. Qualification and Experience

In connection with providing information in the proposal concerning the proposer's experience with the operation and maintenance of wastewater treatment systems, experience with the operation of water treatment systems may be included but wastewater experience is preferred. Experience with operation and maintenance of plants that are similar to the Township's Facility (size and technology), collection systems, pump stations, industrial pretreatment programs, and billing and collection of user fees is advantageous. Availability of resources and technical and administrative support is also desirable.

By submission of this proposal, the proposer grants the Township and its representatives the right to contact and visit any of the named projects for the purpose of evaluating the proposer's performance or for validation of information provided in proposer's proposal. This includes contacting any person who is or was associated with each project.

As used herein, a project is any water or wastewater system or facility for which the proposer supplies full contract operations (management, labor including leased labor, and operating costs), contract operations (labor and management only) or contract management and that includes a treatment plant. When providing requested information on projects, include all municipal, government/institution, private/commercial and industrial projects. Proposer may name private or industrial projects whose identity is confidential by describing the type of industry or facility and the state where it is located and by not naming a reference or contract administrator. All information provided shall be considered non-confidential.

8.8.2. Reference Projects for Operations Qualifications

List each project that proposer selects as its Reference Projects that demonstrate the required minimum qualifications for operations in Section 5.1. For each Reference Project the proposer shall provide the following information:

- (a) Project name and location (municipality & state),

- (b) Facility name if there is more than one facility at this municipality,
- (c) Design flow,
- (d) Monthly average and peak daily flows,
- (e) Major unit operations and equipment involved (examples: secondary treatment-sequencing batch reactors, thickening-gravity belt, disinfection-ultraviolet radiation, number of pump stations, approximate length of mains (miles), etc.),
- (f) Collection system description including length, number of pump stations and other relevant information,
- (g) Project start and end date (month and year, if ongoing, list as such),
- (h) Services performed,
- (i) List the name of the division or legally affiliated company which is responsible for operating the project if different from the proposer's company or division,
- (j) Annual contract value (industrial project values optional),
- (k) Number of full-time employees proposer has dedicated to the project on site,
- (l) Name and phone number of the municipality's Project Administrator (the person that proposer's Project Manager interfaces with and addresses reports to), and
- (m) Name and phone number of a reference.

8.8.3. Regional Operations Projects

List all current projects and all projects that ended after December 31, 2012, that are located within 150 miles of Long Hill Township. For each of these projects list all the information required for the Reference Projects.

8.8.4. Other Operations Projects

List other relevant projects.

8.8.5. Other Information

For each project identified, proposers shall include the following information:

- (a) Identify those projects where the proposer currently bills and collects user fees. Describe the billing and collection services provided for up to three representative projects including the number

of users billed, the frequency of billing, and the collection efficiency before and after proposer assumed responsibility for billing and collection.

(b) Identify those projects where the proposer administers the industrial pretreatment program (IPP). Describe up to three case histories where the proposer administers an IPP, preferably ones involving plants manufacturing chemicals, particularly surfactants.

(c) For any project in the United States, identify and explain all notices of violations received after December 31, 2014 and all fines or civil penalties that have been paid after December 31, 2012, or are pending, for violations of effluent quality, water quality, OSHA, regulatory reporting, or any other environmental or civil regulation or law the proposer failed to meet at wastewater or water treatment systems operated by the proposer. Indicate the amount of the fine and whether the municipality or proposer paid the fine. Explain the circumstances in detail and provide the current phone number of the state regulatory office responsible for the facility.

(d) Identify any existing litigation with municipalities and any other litigation that could materially adversely affect ability to perform under this contract.

8.8.6. Licensed Operators and Management Team

Provide resumes for all but not more than four licensed operators employed by the proposer which are most capable and likely of being the onsite Project Manager for this project. Identify which of these individuals should be qualified and available for such an assignment. Each should possess the required level of license to operate the new plant and, preferably, to also operate the Collection System. If the individual is not New Jersey certified, indicate how quickly and by what method they could become so. Also provide resumes for all personnel anticipated to be part of the proposer's management team. Explain what advantages the expertise and experience of the proposer and its proposed management team will provide to the Township.

8.8.7. Maintenance Experience and Resources

(a) Describe the proposer's experience with the maintenance management software programs. List the different software programs the proposer has used. List up to ten projects previously identified which use computerized maintenance management.

(b) Describe the maintenance and repair resources which will be used to support this project's on-site personnel. Include the location of each resource, the equipment available at each location and the experience of each employee at each location who will provide support. Provide resumes of the senior maintenance personnel who will provide support to this project. If an outside firm will be used, give its name, address and phone number, the name of its President or CEO, and its qualifications and services. Indicate the number of proposer's projects where the firm has been used to provide maintenance and repair services. Give the number of years the proposer has used the firm. The firm may be contacted for evaluation and references requested. The references may be contacted or visited.

(c) Describe the proposer's predictive maintenance management resources and capabilities. List those projects previously identified where the proposer has conducted predictive maintenance evaluations. Provide up to three case histories.

8.8.8. Other Capabilities and Resources

The proposer shall describe any capabilities or resources not previously addressed which the proposer feels would improve its perceived ability to operate, maintain or manage this project.

8.8.9. Resumes

All resumes required herein of persons with responsibility for this project shall include the person's name, title, current location, history of employment experience with a brief description of relevant responsibilities, titles, employer's name and city and state location, certifications, and education. Dates must be provided for all education, certifications and employment of each employer. The Township reserves the right to seek and contact references of the named individuals for the purpose of evaluating the individual's past performance.

8.9. Section III: Technical Approach.

This Section of the proposal shall describe the technical approach to operating and maintaining the Wastewater System.

8.9.1. Operation, Maintenance and Management

Describe how the proposer intends to approach the operation, maintenance and management of the Wastewater System. Specifically address the Collection System.

8.9.2. Proposer Management Structure

Explain the chain of command of the proposer from the on-site Project Manager assigned to the project on a full-time basis up and indicate the name, location, title, and phone number of each proposer manager with direct line authority for this specific project. The potential resources available to this project that report directly to each manager in the direct line of authority should be briefly described. It is understood that other, perhaps considerable, resources may be available within the proposer's organization or that of its affiliates. These should not be listed here but should be listed in the Other Capabilities and Resources section (Section 8.8.8).

8.9.3. Transition Plan

Outline a Transition Plan for the smooth transition from the Township's current operation to the proposer's operation (if applicable). Identify each member of its Project Transition Team, describe their expertise and qualifications, give their primary office location, title and phone number, and indicate when and how long they are expected to be present at the Facility for this transition. Their resumes shall be included in the proposal. State which Transition Team Members will be on-site prior to the Commencement Date and for how long. The Transition Plan must address Emergency Management, Regulatory Reporting, inventories, relationships with suppliers and subcontractors, orientation, personnel matters, and health and safety training.

8.9.4. Operations Plan

Explain the proposer's plan for the operation of the Facility. Address system operational improvements, training, and routine, preventive, corrective and predictive maintenance. Discuss what facilities will have alarms, what parameters will be monitored, how and where the alarms will be sent and the order of notification if persons are absent. Mention the maximum response time for call outs. Explain how proposer's off-site managers will monitor call out response times.

Identify how sludge, skimmings, grease, grit and any other residual from the Facility will be concentrated, hauled and disposed of. Explain how odors will be minimized including the possible application of chemical at Company's expense.

Discuss billing and collection plans in the event the Township elects to assign this scope to the Company. Discuss billing software, customer service, collection deposits, collection administration and overall administration and how they will respond to billing inquiries. Discuss how payment of bills in person will be handled. List the clients (projects) of the proposer listed previously where this software is used.

Explain proposer's plans for compliance sampling and analysis. Discuss the analytical tests that the proposer will become certified in at the Facilities' laboratories. Discuss what quality assurance and quality control procedures will be used to monitor any aspect of the operation, maintenance and management of the Wastewater System.

8.9.5. Staffing Plan

Describe the Staffing Plan for the project. Outline how many persons will be present at the facilities for each shift seven days per week and, if left unattended, how call-outs and emergency coverage will be handled. Include a full-page organization chart ("Staffing Plan") showing the on-site personnel organization that represents the final organization proposer will implement and upon which proposer's proposal is based. The Staffing Plan should show the number of employees, their reporting relationship, and their titles. The text should describe their individual responsibilities and the rationale for the organization. The proposer shall include resumes for any managers or licensed operators the proposer expects to use for the on-site staff as provided in Section 8.8.6.

8.9.6. MR&R Plan

Provide a major maintenance, repair, and replacement plan for the Facility for the Term of the Service Contract associated with Base Proposal B as described in Section 4.12.1. The plan shall include, at a minimum, a description of the action(s) required, the anticipated timing/frequency for each required action, and the associated anticipated cost for each of the applicable repairs or replacements of such piece of equipment and system.

8.9.7. Alternative Proposals

Each proposer shall be required to submit a Base Proposal. Proposers may also propose an Alternative Proposal, consistent with the requirements of this RFP.

The purpose of soliciting such Alternative Proposals is to allow proposers, based on their experience and expertise, to offer the Township suggestions for optimizing the current operations and to meet the Township's objectives as set forth in Section 1.2. Changes to the Business or Cost Proposal which result from any Alternative Proposal shall be clearly set forth in separate sections of Section III of the proposal. Proposers should clearly describe the financing plan (i.e., who will finance the improvement, and, if the Company will finance it, the Company's proposal with respect to repayment) associated with any proposed capital improvement.

For an Alternative Proposal, the Company shall include a separate section in the Technical Proposal which describes the changes the proposer proposes to make. Both the proposed change and the reason for the changes shall be fully described using narratives, equipment descriptions, flow diagrams, site layouts, drawings and revised specifications.

8.10. Section III: Business Proposal.

The Business Proposal section shall include the following information:

1. Table of Contents
2. Transmittal Letter

This letter will be submitted on the proposer's letterhead in the form given in Proposal Form 1 and will be executed by the individual in the proposer's organization who is duly authorized to bind the proposer to the terms of its proposal and who is signatory to the Proposal Forms. This letter shall also be included in Section I (see subsection 8.7 of this RFP).

3. Business Proposal Forms

The proposer shall complete all Business Proposal Forms contained in Appendix A. An officer of the proposer duly authorized to bind the proposer to the terms of its proposal and who is signatory to Proposal Form 1 shall execute all such Proposal Forms.

4. Proposal Bond

The proposer will submit a Proposal Bond as shown in Business Proposal Form 4 in the amount of \$20,000. The Proposal Bond shall be valid for a period of at least 365 days from the Proposal Submission Date and shall provide that if a Preferred Proposer withdraws its proposal or fails to execute the Service Contract in the form it has submitted, the amount of Proposer's Bond will be paid to the Township as liquidated damages.

The Proposal Bond shall be in the form of either a bond secured by the guarantee of a surety company licensed to do business in the State of New Jersey which is also listed in the latest United States Treasury Circular 570 for the amount of the Proposal Bond or an irrevocable "letter of credit" for \$20,000 from a bank with a credit rating of "A" from either Standard & Poor's Ratings Services or Moody's Investors Service.

Proposal Bonds will be returned within 10 days of the date the Township executes a Service Contract with a Selected Proposer.

5. Financial Qualifications

The proposer must state the name of its parent or third-party Guarantor (if applicable) in Business Proposal Form 1. The proposer must provide copies of the latest 10-K and 10-Q reports it or its Guarantor, as applicable, submitted to the Securities and Exchange Commission and published audits or annual reports of the proposer or its Guarantor for the last 3 fiscal years. The proposer will execute Business Proposal Form 1 transmitting any new information or attesting that no significant changes have occurred.

The proposer or Guarantor, as applicable, will provide the financial statements referenced above for the responding entity. If the responding entity is not a public company, it will provide independently audited financial statements and may request the information be treated confidentially by the Township. If the proposer or Guarantor, as applicable, has been in existence less than three years, the information will be provided for the period of its existence.

6. Provide a letter from a provider of performance bonds stating its willingness to provide the required bonds for this project in the form set forth in Business Proposal Form 13.

All information shall be provided in the English language. If the audited financial statements of the Principal Company are not in the English language, then a certified English translation shall be provided (including numeric conversion of amounts into U.S. dollars).

7. Service Contract

The proposer shall indicate its willingness to enter into the Service Contract. The proposer shall identify any provisions of the Service Contract with which it takes exception. The proposer will mark-up the language on the Service Contract to which it takes exception and to the extent such mark-up would be too extensive, the proposer shall provide the proposer's substitute language for this marked text as typed riders on or attached to the mark up. Unmarked text will be deemed acceptable to the proposer. The proposer shall also acknowledge its acceptance of the equal opportunity requirements associated with this project.

In connection with Alternative Proposals, proposers must clearly indicate, on separate Proposal Forms, all changes from the Business Proposal submitted in connection with the Base Proposal.

8.11. Section IV: Price Proposal.

The proposer will provide proposal prices for the operation and maintenance of the Wastewater System by completing the Price Proposal Forms.

In connection with Alternative Proposals, proposers must clearly indicate, on separate Proposal Forms, all changes from the Cost Proposal submitted in connection with the Base Proposals.

APPENDICES

- Appendix A Business Proposal Forms
- Appendix B Price Proposal Forms
- Appendix C Anti-Discrimination, Equal Employment Opportunity and ADA Language
- Appendix D Description of Wastewater System
- Appendix E Insurance Requirements
- Appendix F Draft Agreement for Operations, Maintenance and Management Services

APPENDIX A
BUSINESS PROPOSAL FORMS

BUSINESS PROPOSAL FORM 1
PROPOSAL TRANSMITTAL LETTER

(To be typed on Proposer's Letterhead)

[Date]

Re: Proposal for the Operation and Maintenance of the Long Hill Township Wastewater System

_____ (the Proposer) hereby submits its Proposal in response to the Request for Proposals for the Operation and Maintenance of the Long Hill Township Wastewater System (RFP) issued by the Township of Long Hill, New Jersey (the "Township") on [_____] 2018 as amended.

As a duly authorized representative of the Proposer, I hereby certify, represent, and warrant, on behalf of the Proposer team, as follows in connection with the Proposal:

1. The Proposer acknowledges receipt of the RFP and the following addenda:

No.	Date
_____	_____
_____	_____
_____	_____

2. The submittal of the Proposal has been duly authorized by, and in all respects is binding upon, the Proposer.

3. All Township members identified to date are identified in Business Proposal Forms 6, 7 and 8.

4. The entity that is being proposed to enter into the Service Contract with the Township is _____ (the Company), a _____, organized under the laws of the State of _____, and authorized to do business in the State of New Jersey.

5. The Proposer's obligations under the Service Contract will be guaranteed absolutely and unconditionally by _____(the Guarantor), as evidenced by the Guarantor Acknowledgement certificate submitted as Business Proposal Form 13, if applicable.
6. The Operations Performance Bond issued on behalf of the Company, assuring that the Company will perform its Operation Services duties in accordance with the terms of the Service Contract, will be provided by _____, as evidenced by such surety's letter of intent submitted as Business Proposal Form 18.
7. The Required Insurance required by the Service Contract will be provided or brokered by _____, as evidenced by the Insurance Letter of Intent.
8. All information and statements contained in the Proposal are current, correct and complete, and are made with full knowledge that the Township will rely on such information and statements in selecting the Preferred Proposer and the Selected Proposer and executing the Service Contract.
9. The Proposal has been prepared and is submitted without collusion, fraud or any other action taken in restraint of free and open competition for the services contemplated by the RFP.
10. Neither the Proposer, the Company, the Guarantor nor any Proposer team member is currently suspended or debarred from doing business with any governmental entity.
11. The Proposer has reviewed all of the engagements and pending engagements of the Proposer, the Company and the Guarantor, and no potential exists for any conflict of interest or unfair advantage.
12. No person or selling agency has been employed or retained to solicit the award of the Service Contract under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the Proposer, the Company or the Guarantor.
13. The Proposer, the Company, and the Guarantor have not engaged in any practices that may result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration in connection with the submittal of this Proposal.
14. The Proposer and the Company, as applicable, have all current and valid licenses, registrations and certificates required by applicable law to submit this Proposal and for provision of the services described in the RFP.
15. The principal contact person who will serve as the interface between the Township and the Proposer for all communications is:

NAME: _____
TITLE: _____
ADDRESS: _____

PHONE _____
FAX: _____
E-MAIL: _____

16. The key technical and legal representatives available to provide timely response to written inquiries submitted, and to attend meetings requested by the Township are:

Technical Representative:

NAME: _____
TITLE: _____
ADDRESS: _____

PHONE _____
FAX: _____
E-MAIL: _____

Legal Representative:

NAME: _____
TITLE: _____
ADDRESS: _____

PHONE _____

FAX: _____
E-MAIL: _____

17. The Proposer has included all of its exceptions and suggested modifications to the Draft Service Contract in its mark-up of the Draft Service Contract included with this Proposal, which the Township may or may not agree to, in its sole discretion.
18. If selected, the Proposer agrees to negotiate in good faith to enter into a Service Contract that reflects the substantive terms and conditions of the RFP and the Proposal.
19. The Proposer has submitted all Proposal Forms required to be submitted by the RFP and such Proposal Forms are a part of this Proposal.
20. The Proposer has carefully examined all documents constituting the RFP and the addenda thereto and, being familiar with the work and the conditions affecting the work contemplated by the RFP and such addenda, offers to furnish all plant, labor, materials,

supplies, equipment, facilities and services which are necessary, proper or incidental to carry out such work as required by and in strict accordance with the RFP and the Proposal, all for the prices set forth in the Proposal Forms.

Name of Proposer

Name of Designated Signatory

Signature

Title

(Notary Public)

State of _____

County of _____

On this _____ day of _____, 20__, before me appeared [DESIGNATED SIGNATORY], who is [INSERT TITLE] of [INSERT PROPOSER], a [INSERT STATE AND ENTITY TYPE], personally known to me to be the person described in and who executed this Transmittal Letter and acknowledged that she/he signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

Notary Public in and for the State of _____

(seal)

(Name printed)

Residing at _____

Commission Number _____

BUSINESS PROPOSAL FORM 2

PROPOSAL CHECKLIST

Items required with proposal
(Owner's checkmarks)

Items submitted with proposal
(Proposer's **INITIALS**)

↓ **A. FAILURE TO SUBMIT ANY OF THESE ITEMS
IS MANDATORY CAUSE FOR REJECTION OF PROPOSAL** ↓

- Proposer's Proposal (five hard copies & two CDs/flash drives) _____
- Statement of Ownership _____
- Proposal Transmittal Letter (including Acknowledgement of receipt of Addenda, if any) _____
- Proposal Bond or Security _____
- Price Proposal Forms _____
- Non-Collusion Affidavit _____
- Energy Sector Investment Activities in Iran Disclosure _____

**B. ITEMS PREFERRED WITH THE PROPOSAL, BUT
MANDATORY AT THE TIME INDICATED**

- Copy of N.J. Business Registration Certificate – Prior to contract award _____
- Copy of N.J. Business Registration Certificate – Sub-contractor(s) – prior to commencement of work _____

**C. FAILURE TO SUBMIT ANY OF THESE ITEMS
MAY BE CAUSE FOR REJECTION OF PROPOSAL**

- Company Information Form _____
- Disclaimer Statement _____
- Guarantor Acknowledgement (if applicable) _____
- Surety Letter of Intent to Issue an Operations Performance Bond _____
- Insurance Company Letter of Intent _____
- References _____

x Resume(s) _____

The undersigned PROPOSER herewith SUBMITS the above required documents.

PRINT NAME OF PROPOSER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

This checklist should be initialed and signed where indicated and returned with all items.

BUSINESS PROPOSAL FORM 3

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS – NON-CONSTRUCTION

All New Jersey and out of state business organizations must obtain a Business Registration Certificate (BRC) from the Department of Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, must be submitted for the vendor. No contract will be awarded without proof of business registration with the Division of Revenue. The contract will contain provisions in compliance with N.J.S.A. 52:32-44, as amended, outlined below.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor.

Before final payment of the contract is made by the contracting agency, the contractor shall submit an accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and each subcontractor and each of its affiliates (N.J.S.A 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the "Sales and Use Tax Act" (N.J.S.A. 54:32 B-1, et seq.) on all sales of tangible personal property delivered into this state.


A business organization that fails to provide a copy of a registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (N.J.S.A. 5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

Sample Business Registration Certificates are attached. Certain other forms, such as a Certificate of Authority to collect Sales and Use Taxes or a Certificate of Employee Information Report Approval, are **not** proof of business registration.


Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at:

<http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE BUSINESS REGISTRATION CERTIFICATES.

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	
Trade Name:	
Address:	
Certificate Number:	
Date of Issuance:	
For Office Use Only:	

OR

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE P.O. BOX 282 TRENTON, N.J. 08646-0282
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:		
FORM-BRC(08-01)	<small>Acting Director</small>	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>

BUSINESS PROPOSAL FORM 4

PROPOSAL BOND OR SECURITY

THE UNDERSIGNED PROPOSER and "**Surety**", a corporation duly authorized to transact business in the State of New Jersey, are held and firmly bound unto THE TOWNSHIP OF LONG HILL, ("Township") for the full and just sum of **10% of the proposal price not to exceed \$20,000:**

_____ Dollars (\$ _____),
(WORDS) (FIGURES)

The payment of which sum the **PROPOSER** and **Surety** bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by the covenants herein.

The **PROPOSER** has submitted a Proposal to perform certain work described in the Proposal Documents entitled:

Request for Proposals for the Operation and Maintenance of the Long Hill Township Wastewater System

_____ **Contract No.** _____
(Type of Work / Trade)

The **Surety** hereby agrees to pay the full face value of this Bond to THE TOWNSHIP OF LONG HILL or agent for the Township, as Liquidated Damages, and not as a penalty, unless this Bond is void.

This Bond shall only be void if the **PROPOSER** well, truly and faithfully performs all requirements contained in the Proposal/Contract Documents incident to an Award of the Contract including, but not limited to, proper execution and submission of all Contract forms and all other required documentation.

On this ___ day of _____ 20_, the **PROPOSER** and **Surety** hereby bind themselves herein:

FOR THE PROPOSER: _____

FOR THE SURETY: _____

(Name of **PROPOSER**) _____

(Name of **SURETY**) _____

By: _____

By: _____

(Print Name-**PROPOSER's** Authorized Representative)

(Print Name of Attorney-in-Fact)

By: _____

By: _____

(Signature-**PROPOSER's** Authorized Representative)

(Signature of Attorney-in-Fact)

**IMPORTANT -- ATTACH AND SUBMIT WITH THE PROPOSAL:
A POWER OF ATTORNEY FOR THE ATTORNEY-IN-FACT WHICH IS
CURRENTLY DATED and VALID FOR THE ENTIRE AMOUNT OF THE BOND**

**NOTE: PROPOSERS MUST USE THIS FORM OR ITS LEGAL EQUIVALENT.
SUBMISSION OF AIA DOCUMENT A310, OR ANY OTHER FORM LIMITING OR
POTENTIALLY LIMITING THE PENAL SUM OF THE BOND TO THE DIFFERENCE
BETWEEN THE PROPOSAL PRICE AND THE TOWNSHIP'S COST OF THE WORK
WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.**

BUSINESS PROPOSAL FORM 5

PARTICIPATING FIRMS

All firms that will be significant participants in providing the services set forth in the Request for Proposals (the “Participating Entities”) are identified below. Such firms shall include, as applicable, (1) the Proposer, (2) the Guarantor, (3) the new entity, if any, to be formed for the sole purpose of executing and performing the Service Contract (the “Company”), (4) the firm(s) that will actually operate, maintain and manage the Wastewater System, and (5) any other significant participant in the transaction.

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____

Included are summaries of the services and responsibilities of each Participating Entity, limited to one page or less in length for each firm.

Name of Proposer

Name of Designated Signatory

Signature

Title

BUSINESS PROPOSAL FORM 6

PARTICIPATING FIRM BACKGROUND INFORMATION

This Proposal Form shall be completed separately for the Guarantor and each other Participating Entity.

1. Name in Full of Participating Entity:

Principal Business Address: _____

2. Principal Contact Person(s), and phone, fax and E-mail contact information:

3. Form of Business Concern:
(Corporation, Partnership, Joint Venture, Other):

4. State in which organized, and date of organization:

5. If a partnership, give names of partners; if a corporation, give names of officers with authority to sign in name of corporation (or identify the location in any pre-printed materials submitted with the Proposal where such officers are identified):

<u>Name</u>	<u>Title</u>	<u>Address</u>
-------------	--------------	----------------

-
6. All information and statements contained in the Proposal made by or concerning the Participating Entity are current, correct and complete, and are made with full knowledge that the Township will rely on such information and statements in selecting a Proposer and executing the Service Contract.
 7. The Participating Entity is committed to performing the services and undertaking the responsibilities which the Proposer has described as services and responsibilities to be performed and undertaken by the Participating Entity on Business Proposal Form 6.
 8. To the best knowledge of the Participating Entity, the Proposal has been prepared and is submitted without collusion, fraud or any other action taken in restraint of free and open competition for the services contemplated by the RFP.
 9. The Participating Entity is duly organized and validly existing in good standing and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable the Participating Entity to perform the obligations contemplated by the Proposal. The Participating Entity has not been debarred from contracting in the State of New Jersey under any applicable law. The performance of all obligations of the Participating Entity contemplated by the Proposal has been authorized by all required action of the Participating Entity, including any action required by any charter, by-laws, and partnership agreement, as the case may be, and any applicable laws that regulate the conduct of the Participating Entity's affairs. The performance of all obligations of the Participating Entity contemplated by the Proposal does not conflict with and does not constitute a breach of or event of default under any charter, by-laws or partnership agreement, as the case may be, of the Participating Entity or any agreement, indenture, mortgage, contract or instrument to which the Participating Entity is a party or by which it is bound.
 10. The Participating Entity has reviewed all of its engagements and pending engagements, and no potential exists for any conflict of interest or unfair advantage.
 11. To the best knowledge of the Participating Entity, no person or selling agency has been employed or retained to solicit the award of the Service Contract under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the Proposer, Company or the Guarantor.
 12. The Participating Entity must supply evidence that it is authorized to do business in the State of New Jersey.
 13. I certify, under the penalties of perjury, that the Participating Entity, to my best knowledge and belief, has filed all New Jersey state tax returns and paid all New Jersey state and local taxes required by law.

State Taxpayer Identification Number: _____

Federal Taxpayer Identification Number: _____

14. There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental body against the Participating Entity wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Participating Entity of its obligations hereunder or the other transactions contemplated by the Proposal, or which, in any way, would materially adversely affect the validity or enforceability of the obligations proposed to be undertaken by the Participating Entity, or any agreement or instrument entered into by the Participating Entity in connection with the transactions contemplated by the RFP and the Proposal.
15. No corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of the Participating Entity has been adjudicated to be in violation of any state or federal environmental law, or charged with or convicted of bribery, fraud, collusion, or any violation of any state or federal anti-trust or similar statute within the preceding five years, or previously adjudged in contempt of any court order enforcing such laws.
16. The Participating Entity acknowledges and agrees that neither the Township nor any of its affiliates, employees, agents, consultants, attorneys, representatives or contractors makes any representation or warranty as to the accuracy or reliability of any information or statements contained in the RFP, and releases and discharges the Township and each such person from any and all claims that it has or may have arising out of any such information or statements.

Name of Participating Entity

Name of Authorized Signatory

Signature

Title

BUSINESS PROPOSAL FORM 7

COMPANY INFORMATION FORM*

If the Company is an *INDIVIDUAL*, sign name and give the following information:

Name: _____
Address: _____
Telephone No.: _____
Fax No.: _____ E-Mail: _____
If individual has a *TRADE NAME*, give such trade name:
Trading As: _____ Telephone No.: _____

If the Company is a *PARTNERSHIP*, give the following information:

Name of Partners: _____ Firm
Name: _____
Address: _____
Telephone No.: _____ Federal ID No.: _____
Fax No.: _____ E-Mail: _____
Social Security No.: _____
Signature of authorized agent: _____

If the Company is *INCORPORATED*, give the following information:

State under whose laws incorporated: _____
Location of principal office: _____
Telephone No.: _____ Federal ID No.: _____
Fax No. _____ E-Mail: _____

Name of agent in charge of said office upon whom notice may be legally served:

Telephone No.: _____ Name of Corporation: _____
Signature: _____ By: _____
Title: _____ Address: _____

*This Proposal Form shall identify and include the requested information for the Company being proposed to execute the Service Contract with the Township.

BUSINESS PROPOSAL FORM 8

STATEMENT OF OWNERSHIP

(N.J.S.A. 52:25-24.2)

The Company is a (check one):

- Individual Partnership P.A. P.C. L.L.C. L.L.P.
 Corporation Joint Venture Other (specify): _____

I certify that:

- No individual person or entity owns a 10% or greater interest in the Company.

OR

- The names and addresses of all persons and entities who own a 10% or greater interest in the Company or any listed entities are as follows:

NAMES:

ADDRESSES:

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

- Check here if additional sheets are attached.
- Check here to certify that no person or entity, **except for those already listed above or on any attached sheets**, owns a 10% or greater interest in the Company or any listed entities.

NAME OF PROPOSER: _____

SIGNED BY: _____

PRINT NAME & TITLE: _____

DATE: _____

NOTE : If an entity owns a 10% or greater interest in the Company, list all owners of 10% or greater interest for each such entity. Repeat the process of disclosure as necessary for each tier or level of ownership until the name and address of each individual person who owns a 10% or greater interest in each listed entity has been disclosed.

BUSINESS PROPOSAL FORM 9

NON-COLLUSION AFFIDAVIT

(N.J.S.A. 52:34-15)

STATE OF _____)

ss:

COUNTY OF _____)

Re: Service Contract for the Operation and Maintenance of the Long Hill Township
Wastewater System

I, _____ (name) of full age, being duly sworn according to
law, on my oath depose and say:

I am the _____ (title) of _____
(name of Proposer), the Proposer for the above named project, and that I executed the said
proposal with full authority so to do; that the Proposer has not, directly or indirectly, entered into
any agreement, participated in any collusion, or otherwise taken any action in restraint of free,
competitive proposing in connection with the above named project; and that all statements
contained in the proposal and in this affidavit are true and correct, and made with full knowledge
that the Township of Long Hill relies upon the truth of the statements contained in the proposal
and in the statements contained in this affidavit in awarding a contract for the project.

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

Signed: _____

Subscribed and sworn to
before me this _____ day
of _____, 20_.

Notary Public of

My commission expires _____, 20_.

BUSINESS PROPOSAL FORM 10

DISCLAIMER STATEMENT

The information contained in or otherwise provided in connection with the Request for Proposals for the Operation and Maintenance of the Long Hill Township Wastewater System (the “RFP”), issued by the Township of Long Hill, New Jersey (the “Township”), on [_____,] 2017, has been prepared by the Township and, while such information is believed to be accurate and reliable, except as otherwise expressly set forth in the RFP, the Township makes no representation as to such accuracy or reliability. In no way shall any such information constitute a representation or warranty by the Township or any of its officials, employees, agents, consultants, attorneys, representatives, contractors, or subcontractors (the “Township Representatives”). The Proposer hereby releases and forever discharges the Township and the Township Representatives from any and all claims which such Proposer has, had or may hereafter have arising out of any information contained in or otherwise provided in connection with the RFP. Any party who intends to submit a response to this RFP is specifically invited to independently verify the accuracy of the information contained herein.

Name of Proposer

Name of Designated Signatory

Signature

Title

BUSINESS PROPOSAL FORM 11

**GUARANTOR ACKNOWLEDGEMENT
(if applicable)**

(to be typed on Guarantor's Letterhead)

_____ (the "Proposer") has submitted herewith a Proposal in response to the Township of Long Hill, New Jersey's Request for Proposals for the Operation and Maintenance of the Long Hill Township Wastewater System, as amended, issued on [_,] 2017 (the "RFP"). The RFP requires the Selected Proposer to enter into a Service Contract to operate and maintain a wastewater treatment system and related facilities, to comply with all applicable permits, licenses, approvals and other Applicable Law, and to perform the other related and ancillary services described in the RFP.

The Guarantor has reviewed the RFP and the Proposer's Proposal which will together form the basis of the Service Contract. The Guarantor hereby certifies that it will unconditionally guarantee the performance of all of the obligations of the Proposer set forth in the Proposal in the event the Proposer is awarded the contract.

Name of Guarantor

Name of Authorized Signatory

Signature

Title

BUSINESS PROPOSAL FORM 12
DISCLOSURE OF ENERGY SECTOR INVESTMENT ACTIVITIES IN IRAN

DISCLOSURE OF ENERGY SECTOR INVESTMENT ACTIVITIES IN IRAN
New Jersey Public Law 2012, Chapter 25

Bidder / Respondent: _____

PART 1 — CERTIFICATION — CHECK THE APPROPRIATE BOX:

A. I certify that neither the Bidder / Respondent nor any of the Bidder's / Respondent's parents, subsidiaries, or affiliates, as defined in C.52:32-56(e), is on the "Chapter 25 List" created and maintained by the New Jersey Department of the Treasury, as a person or entity engaging in the energy sector investment activities in Iran described in C.52:32-56(f). The Chapter 25 List may be found at <http://www.state.nj.us/treasury/purchase/pc1/Chapter25List.pdf>

OR

B. The Bidder / Respondent and/or one or more of its parents, subsidiaries or affiliates is a person or entity on the Chapter 25 List referred to above. A detailed and precise description of the relevant activities of the listed Bidder / Respondent and/or listed parents, subsidiaries or affiliates is provided in Part 2 below.

PART 2 — ADDITIONAL INFORMATION — COMPLETE PART 2 ONLY IF B. IN PART 1 IS CHECKED:

The following is an accurate and precise description of the energy sector investment activities in Iran of the Bidder / Respondent and/or listed parents, subsidiaries or affiliates, on the Chapter 25 List (attach additional pages as necessary to make full disclosure):

Name of Person(s) or Entity(ies) on the Chapter 25 List: _____

Relationship to Bidder / Respondent: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder / Respondent Contact Name: _____ Contact Phone Number: _____

Check here if additional pages are attached and state number of attached pages: _____ (Number of pages attached.)

CERTIFICATION FOR PART 1 AND, IF APPLICABLE, PART 2: I, being of full age, hereby certify that the foregoing information and any attachments hereto are to the best of my knowledge true and complete. I certify that I am authorized to execute this certification on behalf of the Respondent. I acknowledge that the Borough will rely on the information contained herein and thereby acknowledge that I and the Bidder / Respondent are under a continuing obligation from the date of this certification through the completion of any contracts with the Borough to notify the Borough in writing of any changes to the answers or information contained herein.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me is willfully false, I am subject to punishment and the Bidder / Respondent is subject to the penalties stated in C. 52:32-59 and C. 40A:11-2.1.

Full Name (Print) _____ Signature: _____

Title: _____ Date: _____

2942127.1 001098 AGMT

BUSINESS PROPOSAL FORM 13

SURETY LETTER OF INTENT TO ISSUE AN OPERATIONS PERFORMANCE BOND

(to be typed on Surety's Letterhead)

[Date]

Re: Request for Proposals for the Operation and Maintenance of the Long Hill Township Wastewater System

_____ (the "Proposer") has submitted herewith a Proposal in response to the Township of Long Hill's [_____ __, 2017] Request for Proposals for the Operation and Maintenance of the Long Hill Township Wastewater System, as amended (the "RFP"). The RFP requires the successful Proposer to enter into a Service Contract to: (1) operate and maintain (including all capital maintenance) a wastewater treatment system and related facilities; (2) cause the wastewater treatment system and related facilities to meet certain Performance Guarantees; and (3) perform the other related services and ancillary services described in the RFP, if the Proposer is approved by the Township for final negotiations and execution of the Service Contract.

The Surety has reviewed the Proposer's Proposal and the RFP, which together will form the basis of the Service Contract. The Surety hereby certifies that, subject to its review of the final terms and conditions of the Service Contract, it intends to issue on behalf of the Proposer, as security for the performance of the Proposer's obligations under the Service Contract, as negotiated between the parties based on the Proposal and the RFP, an Operations Performance Bond meeting the requirements of the Service Contract in an amount equal to the annual Service Fee for the benefit of the Township, in the event the Proposer is selected for final negotiations and execution of the Service Contract.

Name of Surety

Name of Authorized Signatory

Signature

Title

BUSINESS PROPOSAL FORM 14

INSURANCE COMPANY LETTER OF INTENT

(to be typed on Insurance Company's Letterhead)

[Date]

Re: Request for Proposals for the Operation and Maintenance of the Long Hill Township Wastewater System

_____ (the "Proposer") has submitted herewith a Proposal in response to the Township of Long Hill's [_____, 2017] Request for Proposals for the Operation and Maintenance of the Long Hill Township Wastewater System, as amended (the "RFP"). The RFP requires the successful Proposer to enter into a Service Contract to: (1) operate and maintain (including all capital maintenance) a wastewater treatment system and related facilities; (2) cause the wastewater treatment system and related facilities to meet certain Performance Guarantees; and (3) perform the other related services and ancillary services described in the RFP, if the Proposer is approved by the Township for final negotiations and execution of the Service Contract. The project is located in the Township of Long Hill, County of Morris, New Jersey.

The Insurance Company has reviewed both the Proposer's Proposal and the RFP, which together will form the basis of the Service Contract. The Insurance Company hereby certifies that it intends to provide all Required Insurance set forth in the Service Contract, as negotiated between the parties based on the Proposal and the RFP, in the event the Proposer is approved by the Township for final negotiations and execution of the Service Contract.

Name of Insurance Company

Name of Authorized Signatory

Signature

Title

APPENDIX B
PRICE PROPOSAL FORMS

**PRICE PROPOSAL FORM 1A
SERVICE FEE**

[NOTE TO PROPOSERS: EACH PROPOSER SHALL SUBMIT SEPARATE PRICE PROPOSAL FORMS FOR BASE PROPOSAL A AND BASE PROPOSAL B AS DESCRIBED IN SECTION 4.12.1 AND SHALL SUBMIT A THIRD SET OF PRICE PROPOSAL FORMS FOR ALTERNATIVE PROPOSALS, IF APPLICABLE]

FOR BASE PROPOSAL A

1. Operating and Maintenance Fee

OMC

_____ dollars per year \$ _____ per year

2. Variable Charge

a. Flow

For every gallon per day by which the actual annual average flow exceeds/falls below the Influent Parameters, the Service Fee shall be increased/decreased by _____ dollars (\$_____).

b. BOD₅

For every pound per day by which the actual annual average 5-day biological oxygen demand exceeds/falls below the Influent Parameters, the Service Fee shall be increased/decreased by _____ dollars (\$_____).

c. TSS

For every pound per day by which the actual annual average total suspended solids exceeds/falls below the Influent Parameters, the Service Fee shall be increased/decreased by _____ dollars (\$_____).

Alternatively, the Proposer may propose on a separate attachment another definitive means by which to calculate the Variable Charge (formula, table, or otherwise) and shall include examples of the calculations when the applicable parameters are below the Influent Parameters and when they are above the Influent Parameters.

3. Billing Service Charge

Name of Proposer

Signature

Title

**PRICE PROPOSAL FORM 1B
SERVICE FEE**

[NOTE TO PROPOSERS: EACH PROPOSER SHALL SUBMIT SEPARATE PRICE PROPOSAL FORMS FOR BASE PROPOSAL A AND BASE PROPOSAL B AS DESCRIBED IN SECTION 4.12.1 AND SHALL SUBMIT A THIRD SET OF PRICE PROPOSAL FORMS FOR ALTERNATIVE PROPOSALS, IF APPLICABLE]

FOR BASE PROPOSAL B

1. Operating and Maintenance Fee

OMC

_____ dollars per year \$ _____ per year

2. Variable Charge

a. Flow

For every gallon per day by which the actual annual average flow exceeds/falls below the Influent Parameters, the Service Fee shall be increased/decreased by _____ dollars (\$_____).

b. BOD₅

For every pound per day by which the actual annual average 5-day biological oxygen demand exceeds/falls below the Influent Parameters, the Service Fee shall be increased/decreased by _____ dollars (\$_____).

c. TSS

For every pound per day by which the actual annual average total suspended solids exceeds/falls below the Influent Parameters, the Service Fee shall be increased/decreased by _____ dollars (\$_____).

Alternatively, the Proposer may propose on a separate attachment another definitive means by which to calculate the Variable Charge (formula, table, or otherwise) and shall include examples of the calculations when the applicable parameters are below the Influent Parameters and when they are above the Influent Parameters.

3. Billing Service Charge

Name of Proposer

Signature

Title

**PRICE PROPOSAL FORM 1C
SERVICE FEE**

[NOTE TO PROPOSERS: EACH PROPOSER SHALL SUBMIT SEPARATE PRICE PROPOSAL FORMS FOR BASE PROPOSAL A AND BASE PROPOSAL B AS DESCRIBED IN SECTION 4.12.1 AND SHALL SUBMIT A THIRD SET OF PRICE PROPOSAL FORMS FOR ALTERNATIVE PROPOSALS, IF APPLICABLE]

FOR ALTERNATIVE PROPOSAL

1. Operating and Maintenance Fee

OMC

_____ dollars per year \$ _____ per year

2. Variable Charge

a. Flow

For every gallon per day by which the actual annual average flow exceeds/falls below the Influent Parameters, the Service Fee shall be increased/decreased by _____ dollars (\$_____).

b. BOD₅

For every pound per day by which the actual annual average 5-day biological oxygen demand exceeds/falls below the Influent Parameters, the Service Fee shall be increased/decreased by _____ dollars (\$_____).

c. TSS

For every pound per day by which the actual annual average total suspended solids exceeds/falls below the Influent Parameters, the Service Fee shall be increased/decreased by _____ dollars (\$_____).

Alternatively, the Proposer may propose on a separate attachment another definitive means by which to calculate the Variable Charge (formula, table, or otherwise) and shall include examples of the calculations when the applicable parameters are below the Influent Parameters and when they are above the Influent Parameters.

3. Billing Service Charge

Name of Proposer

Signature

Title

PRICE PROPOSAL FORM 2A

ITEMIZED OPERATING AND MAINTENANCE CHARGE

FOR BASE PROPOSAL A

Develop the Itemized Operating and Maintenance Charge.

1. Labor

(operation, maintenance, management)

	<u>Number</u>	<u>Hourly Rate</u>	<u>Annual Cost \$/Yr</u>
a. Maintenance Personnel	_____	_____	\$ _____
b. Supervisor/ Management	_____	_____	\$ _____
c. Treatment Plant Operator	_____	_____	\$ _____
d. Collection System Operator	_____	_____	\$ _____
e. Laborer	_____	_____	\$ _____
f. Other (detail on a separate sheet)	_____	_____	\$ _____
Subtotal	_____	_____	\$ _____

2. Maintenance - Materials

a. Supplies		\$ _____
b. Spare Parts		\$ _____
c. Equipment Reserve Sinking Fund		\$ _____
d. Other (detail on separate sheet)		\$ _____
Subtotal		\$ _____

3. <u>Chemical Costs</u>		\$ _____
4. <u>Sludge and Residuals Disposal Costs</u>		\$ _____
5. <u>IPP Costs</u> (detail on separate sheet)		\$ _____

6. <u>Contracted Services</u> – (detail on separate sheet)			\$ _____
7. <u>Other</u> (detail on separate sheet)			\$ _____
TOTAL OPERATING AND MAINTENANCE CHARGE			\$ _____

Name of Proposer

Signature

Title

PRICE PROPOSAL FORM 2B

ITEMIZED OPERATING AND MAINTENANCE CHARGE

FOR BASE PROPOSAL B

Develop the Itemized Operating and Maintenance Charge.

1. Labor

(operation, maintenance, management)

	<u>Number</u>	<u>Hourly Rate</u>	<u>Annual Cost \$/Yr</u>
a. Maintenance Personnel	_____	_____	\$ _____
b. Supervisor/ Management	_____	_____	\$ _____
c. Treatment Plant Operator	_____	_____	\$ _____
d. Collection System Operator	_____	_____	\$ _____
e. Laborer	_____	_____	\$ _____
f. Other (detail on a separate sheet)	_____	_____	\$ _____
Subtotal	_____	_____	\$ _____

2. Maintenance - Materials

a. Supplies		\$ _____
b. Spare Parts		\$ _____
c. Equipment Reserve Sinking Fund		\$ _____
d. Other (detail on separate sheet)		\$ _____
Subtotal		\$ _____

3. <u>Chemical Costs</u>		\$ _____
4. <u>Sludge and Residuals Disposal Costs</u>		\$ _____
5. <u>IPP Costs</u> (detail on separate sheet)		\$ _____

6. <u>Contracted Services</u> – (detail on separate sheet)			\$ _____
7. <u>Other</u> (detail on separate sheet)			\$ _____
TOTAL OPERATING AND MAINTENANCE CHARGE			\$ _____

Name of Proposer

Signature

Title

PRICE PROPOSAL FORM 2C

ITEMIZED OPERATING AND MAINTENANCE CHARGE

FOR ALTERNATIVE PROPOSAL

Develop the Itemized Operating and Maintenance Charge.

1. Labor

(operation, maintenance, management)

	<u>Number</u>	<u>Hourly Rate</u>	<u>Annual Cost \$/Yr</u>
a. Maintenance Personnel	_____	_____	\$ _____
b. Supervisor/ Management	_____	_____	\$ _____
c. Treatment Plant Operator	_____	_____	\$ _____
d. Collection System Operator	_____	_____	\$ _____
e. Laborer	_____	_____	\$ _____
f. Other (detail on a separate sheet)	_____	_____	\$ _____
Subtotal	_____	_____	\$ _____

2. Maintenance - Materials

a. Supplies		\$ _____
b. Spare Parts		\$ _____
c. Equipment Reserve Sinking Fund		\$ _____
d. Other (detail on separate sheet)		\$ _____
Subtotal		\$ _____

3. <u>Chemical Costs</u>		\$ _____
4. <u>Sludge and Residuals Disposal Costs</u>		\$ _____
5. <u>IPP Costs</u> (detail on separate sheet)		\$ _____

6. <u>Contracted Services</u> – (detail on separate sheet)			\$ _____
7. <u>Other</u> (detail on separate sheet)			\$ _____
TOTAL OPERATING AND MAINTENANCE CHARGE			\$ _____

Name of Proposer

Signature

Title

PRICE PROPOSAL FORM 3A

GUARANTEED MAXIMUM ELECTRICITY UTILIZATION

The Guaranteed Maximum Electricity Utilization shall be based upon receiving and treating influent which meets the Influent Parameters. Proposers shall also provide a guaranteed maximum incremental usage and minimum decrease in usage for flow and loadings in excess of/below the Influent Parameters, which will be used to adjust the Guaranteed Maximum Electricity Utilization to reflect actual flows and loadings on an annual average basis.

- 1. Electricity Usage (kWh/yr) _____
- 2. Maximum Demand (kW) _____
- 3. Incremental usage (kWh) for:
 - a. increases in flow on a per gallon annual average basis _____
 - b. increases in BOD₅ on a per pound annual average basis _____
 - c. increases in TSS on a per pound annual average basis _____
- 4. Minimum decrease in usage for:
 - a. decreases in flow on a per gallon annual average basis _____
 - b. decreases in BOD₅ on a per pound annual average basis _____
 - c. decreases in TSS on a per pound annual average basis _____

Name of Proposer

Signature

Title

PRICE PROPOSAL FORM 3B
GUARANTEED MAXIMUM ELECTRICITY UTILIZATION
FOR ALTERNATIVE PROPOSAL

The Guaranteed Maximum Electricity Utilization shall be based upon receiving and treating influent which meets the Influent Parameters. Proposers shall also provide a guaranteed maximum incremental usage and minimum decrease in usage for flow and loadings in excess of/below the Influent Parameters, which will be used to adjust the Guaranteed Maximum Electricity Utilization to reflect actual flows and loadings on an annual average basis.

- 1. Electricity Usage (kWh/yr) _____
- 2. Maximum Demand (kW) _____
- 3. Incremental usage (kWh) for:
 - a. increases in flow on a per gallon annual average basis _____
 - b. increases in BOD₅ on a per pound annual average basis _____
 - c. increases in TSS on a per pound annual average basis _____
- 4. Minimum decrease in usage for:
 - a. decreases in flow on a per gallon annual average basis _____
 - b. decreases in BOD₅ on a per pound annual average basis _____
 - c. decreases in TSS on a per pound annual average basis _____

Name of Proposer

Signature

APPENDIX C

**MANDATORY ANTI-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY
AND ADA LANGUAGE**

EXHIBIT A

MANDATORY ANTI-DISCRIMINATION IN EMPLOYMENT LANGUAGE

N.J.S.A. 10:2-1

**CONSTRUCTION, ALTERATION OR REPAIR OF ANY PUBLIC BUILDING OR PUBLIC
WORK OR FOR THE ACQUISITION OF MATERIALS, EQUIPMENT, SUPPLIES OR
SERVICES CONTRACTS**

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

In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates.

No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex.

There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract.

This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L. 1985, c. 490 (C.18A:18A-51 et seq.).

(Revised 2/2017)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.A.C. 17:27 et seq.

MAINTENANCE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with *N.J.A.C. 17:27-5.2*.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA-302 (electronically provided by the Division of Purchase & Property, CCAU, EEO Monitoring Program and distributed to the public agency through the Division of Purchase & Property, CCAU, EEO Monitoring Program's website at www.state.nj.us/treasury/contract_compliance/)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to *N.J.A.C. 17:27-1.1 et seq.*

(Revised 2/2017)

EXHIBIT C

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the County of Monmouth, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 *U.S.C.* §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification

clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

(Revised 2/2017)

APPENDIX D

WASTEWATER TREATMENT SYSTEM DESCRIPTION

For a comprehensive description of the Wastewater System, please refer to the R&V Evaluation report which can be viewed and downloaded from the Township website: <http://longhillnj.gov/>.

ATTACHMENT 1
ROLLING STOCK INVENTORY

1.

APPENDIX E

INSURANCE REQUIREMENTS

As set forth in the draft Agreement for Operations, Maintenance and Management Services

APPENDIX F

**DRAFT AGREEMENT FOR OPERATIONS, MAINTENANCE AND
MANAGEMENT SERVICES**

.

ROUGH DRAFT 1
4/26/2019 4:23 PM

**Agreement For
Operations, Maintenance and Management Services**

THIS AGREEMENT is entered into this ____ day of _____ 2019, by and between

Township of Long Hill, NJ, with offices at 915 Valley Road Gillette, NJ 07933 (hereinafter "OWNER")

and

[CONTRACTOR] , with offices at _____ (hereinafter "[CONTRACTOR]").

WHEREAS, OWNER owns and provides for the operation of a wastewater treatment system, including maintenance, repair, expansion administration, billing, collection, customer service and permitting functions; and,

WHEREAS, OWNER desires to employ [CONTRACTOR] to perform the WWTP and Collection System operation, maintenance, and repair functions for the compensation provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, OWNER and [CONTRACTOR] agree as follows:

1. General

- 1.1 Definitions of words and phrases used in this Agreement and the attachments are contained in Appendix A.
- 1.2 All land, buildings, facilities, easements, licenses, rights-of-way, equipment and vehicles presently or hereinafter acquired or owned by OWNER shall remain the exclusive property of OWNER unless specifically provided for otherwise in this Agreement.
- 1.3 This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey. Each Party agrees that any legal action or proceeding relating to its obligations under or arising out of this Agreement shall be brought in the Courts of the State of New Jersey and federal courts situated in that state, and each party hereby accepts and submits to the jurisdiction of these courts.

- 1.4 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Agreement without the prior written consent of the other party. Consent shall not be unreasonably withheld.
- 1.5 All notices shall be in writing and transmitted to the party's address stated above. All notices shall be deemed given when delivered, if delivered personally or by courier mail service, i.e., Federal Express or Airborne Express, delivered after such notice has been deposited in the United States mail postage prepaid, if mailed certified or registered U.S. mail, return receipt requested; or received by the party for which notice is intended if given in any other manner.
- 1.6 This Agreement, including Appendices A through E, is the entire Agreement between the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "[CONTRACTOR]" and "OWNER" shall include the respective officers, agents, directors, elected or appointed officials and employees and, where appropriate, subcontractors or anyone acting on their behalf.
- 1.7 If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 1.8 It is understood that the relationship of [CONTRACTOR] to the OWNER is that of independent contractor. The services provided under this Agreement are of a professional nature and shall be performed in accordance with good and accepted industry practices for contract operators similarly situated. However, such services shall not be considered engineering services and nothing herein is intended to imply that [CONTRACTOR] is to supply professional engineering services to OWNER unless specifically stated in this Agreement to the contrary.
- 1.9 If any litigation is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees which are directly attributed to such litigation in addition to any other relief to which it may be entitled.
- 1.10 Nothing in this Agreement shall be construed to create in any third party or in favor of any third party any right(s), license(s), power(s) or privilege(s).
- 1.11 Prior to the commencement of work under this Agreement, each party shall designate in writing an employee or other representative of the designating party who shall have full authority to approve changes in the Scope of Work and compensation therefore, execute written Change Orders reflecting such changes, render decisions promptly, and furnish information expeditiously to the other party when necessary.
- 1.12 This Agreement shall be interpreted in accordance with its plain meaning and not strictly for or against either party hereto.

2. [CONTRACTOR]'s Services – General

- 2.1 [CONTRACTOR] shall provide a sufficient number of certified and qualified personnel, including management, administrative, operational, technical, laboratory and clerical, who meet relevant State of New Jersey requirements and certifications regarding wastewater treatment operations, maintenance and management and are capable and demonstrate experience necessary to operate the facilities covered by this Agreement.
- 2.2 [CONTRACTOR] shall provide ongoing training and education for appropriate personnel in all necessary areas of modern wastewater process control, maintenance, safety, and supervisory skills.
- 2.3 [CONTRACTOR] shall develop and/or supply and utilize computerized programs for maintenance, process control, cost accounting, and laboratory Quality Assurance/Quality Control. Such programs shall be capable of readily providing historical data and trends.
- 2.4 INTENTIONALLY DELETED.
- 2.5 INTENTIONALLY DELETED.
- 2.6 [CONTRACTOR] shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by OWNER and assist OWNER in enforcing existing equipment warranties and guarantees.
- 2.7 [CONTRACTOR] shall provide the OWNER with full documentation that preventive maintenance is being performed on OWNER's owned equipment in accordance with manufacturer's recommendations at intervals and in sufficient detail as may be determined by the OWNER. Such a maintenance program must include documentation of corrective and preventive maintenance and a spare parts inventory.
- 2.8 [CONTRACTOR] shall operate, maintain and/or monitor the Project as follows:
 - a) Providing labor for three FTE's to successfully operate and maintain the Township's wastewater treatment plant. This will include the provision of an appropriately licensed Operator (Grade S-3 and C-2).
 - b) Performing operational control sampling and corresponding process control changes, as needed, to ensure that the Facility's discharge is compliant with permit requirements.
 - c) Maintaining normal working hours, defined as 7:30 AM - 4 PM, Monday through Friday, excluding holidays. The process control and compliance-related sampling activities will be performed, as needed, on weekends and holidays, as determined by [CONTRACTOR].

- d) Designating an on-call operator for all non-working hours. Response services will be billed as described below under the “Emergency Services” category.
-
- 2.9 Visits may be made at a reasonable time by OWNER's officers so designated by the OWNER's representative. Keys for the Project shall be provided to OWNER by [CONTRACTOR] for such visits. All visitors to the Project shall comply with [CONTRACTOR]’s operating and safety procedures.
 - 2.10 [CONTRACTOR] will implement and maintain an employee safety program and perform confined space entry, as necessary, in compliance with applicable laws, rules and regulations and make recommendations to OWNER regarding the need, if any, for OWNER to rehabilitate, expand or modify the Project to comply with governmental safety regulations applicable to [CONTRACTOR]’s operations hereunder and federal regulations promulgated pursuant to the Americans With Disability Act (“ADA”). Nothing herein shall be construed to place upon [CONTRACTOR] a duty to find and report violations of either the safety laws or the ADA at the Facility.
 - 2.11 [CONTRACTOR] may modify the process and/or facilities to achieve the objectives of this Agreement and charge the Costs to the Township; provided, however, no modification shall be without OWNER's prior written approval if the complete modification Cost shall be in excess of One Thousand Dollars(\$1,000).
 - 2.12 In any emergency affecting the safety of persons or property, [CONTRACTOR] may act without written amendment or change order, at [CONTRACTOR]’s discretion, to prevent threatened damage, injury or loss. [CONTRACTOR] shall be compensated by OWNER for any such emergency work notwithstanding the lack of a written amendment. Such compensation shall include [CONTRACTOR]’s non-labor direct Costs for the emergency work. Nothing contained in this Section shall impose upon [CONTRACTOR] a duty to perform any emergency work absent a change order and failure to perform any such emergency work shall not impose upon [CONTRACTOR] any liability for errors and omissions.
 - 2.13 INTENTIONALLY DELETED.
 - 2.14 [CONTRACTOR] will provide laboratory testing and sampling presently required by plant performance portions of the NPDES permit, the Clean Water Act and/or any federal, state or local rules and regulations, statutes or ordinances, permit or license requirements or judicial and regulatory orders and decrees. [CONTRACTOR] shall additionally provide technical and analytical services to OWNER to assist OWNER in managing OWNER’s Industrial Pretreatment Program including sampling, monitoring and preparation of the required reports.
 - 2.15 [CONTRACTOR] will provide for the collection and hauling of sludge (“Sludge”) and will provide for or coordinate with OWNER for the collection and hauling of

all other solid waste, screenings, grit, and scum (collectively, "Waste") to OWNER's existing or approved disposal sites. It shall be the sole right and responsibility of OWNER to designate, approve or select disposal sites to be used by [CONTRACTOR] for OWNER's Sludge or Waste materials. All Sludge, Waste and/or byproduct treated and/or generated during [CONTRACTOR]'s performance of services is and shall remain the sole and exclusive property of OWNER. All manifests or other documentation required for disposal of Waste shall be signed by or in the name of the OWNER. [CONTRACTOR] will pay any third party directly for the transportation and disposal of Sludge out of its Annual Fee. OWNER shall pay directly for the transportation or disposal of Waste.

2.16 Within the first ninety (90) days of this Agreement, [CONTRACTOR] shall provide OWNER with a listing of recommended capital improvements that [CONTRACTOR] believes will be required for any of the facilities covered by the Agreement. Subject to the terms of this Agreement, [CONTRACTOR] shall be relieved of its responsibilities to perform the services required hereunder if the recommendations are not implemented.

2.17 INTENTIONALLY DELETED.

2.18 [CONTRACTOR] shall use reasonable efforts consistent with prudent industry practices and the Agreement to control odors from the Facility so that no disruption of adjacent facilities occurs. [CONTRACTOR], in conjunction with OWNER, shall develop a program that identifies procedures for certifying and documenting odor complaints, and shall establish procedures to address recurrent failures of the odor control program.

2.19 INTENTIONALLY DELETED.

2.20 [CONTRACTOR] shall provide OWNER with a full accounting of all expenditures at intervals and in sufficient detail as may be determined by OWNER, and assist OWNER in the preparation of annual operating budgets.

3. [CONTRACTOR]'s Scope of Services – Wastewater Treatment

3.1 This Article shall apply to [CONTRACTOR]'s operation and maintenance services for the OWNER's wastewater treatment system.

3.2 Within the design capacity and capabilities of the wastewater treatment plant described in Appendix C, [CONTRACTOR] will manage, operate and maintain the wastewater treatment plant designed to treat influent so that effluent discharged from the Plant's outfalls meets the requirements specified in Appendix C.

3.3 Subject to the availability of funds from the OWNER, [CONTRACTOR] will perform all Maintenance and Repairs for the Wastewater portion of the Project, and submit a monthly accounting to OWNER, if requested.

3.4 (NOT USED).

3.5 Repair & Maintenance:

- a) [CONTRACTOR] shall provide all of the materials and labor required to complete routine preventative maintenance for the Facility's various components, including the backup generator. These items will be provided at [CONTRACTOR]' cost as part of our Annual Fee.
- b) [CONTRACTOR] shall be responsible for corrective maintenance and repairs and coordinating and ordering chemicals required for operation of the Facility; provided, OWNER shall directly pay the costs of chemicals, equipment repairs and replacements.
- c) [CONTRACTOR] shall coordinate the annual calibration required for the effluent flow meter, with the costs for this task being paid for directly by OWNER.
- d) [CONTRACTOR] shall maintain records of all operational expenditures, with invoices and requisitions submitted for approval using the OWNER's GFMS accounting system.

3.6 Laboratory Analysis and Compliance:

- a) [CONTRACTOR] shall collect and deliver samples to a State of New Jersey certified laboratory. This will include all permit required influent, effluent, biosolids residuals and monitoring well samples. The cost for these samples is included in the monthly fee.
- b) [CONTRACTOR] shall complete and submit all permit-required monitoring reports to the New Jersey Department of Environmental Protection ("NJDEP").
- c) [CONTRACTOR] shall attend routine NJDEP compliance evaluations on-site (up to a maximum of two reviews per year).

3.7 INTENTIONALLY DELETED

3.8 Documentation:

- a) [CONTRACTOR] shall conduct a comprehensive annual environmental health and safety (EH&S) audit, with the results of that audit provided to the facility staff with any recommendations and/or required repairs outlined.
- b) [CONTRACTOR] shall maintain an "Operations Log Book" at the site, including charts required for proper reporting.
- c) [CONTRACTOR] shall update the Operations and Maintenance (O&M) Manual for the Facility, as may be required.

3.9 Miscellaneous:

- a) [CONTRACTOR] shall provide and pay for miscellaneous, small dollar-item consumables required by VWNAO's personnel for operations of the facility (for example, paper towels, nitrile laboratory gloves, and hand soap).
- b) [CONTRACTOR] will submit Work Authorization requests to the OWNER for approval before any corrective maintenance / repairs are performed. This shall

be done for other than emergencies tasks that present a risk to health, safety or the environment.

- c) Attend meetings with the OWNER to report on Facility operations and maintenance or to provide general recommendations regarding Facility operations and maintenance; when requested.

4. [CONTRACTOR]'s Scope of Services - Wastewater Collection System

4.1 This Article shall apply to [CONTRACTOR]'s maintenance and repair services for the OWNER's wastewater collection system serving the OWNER. The collection system is described in Appendix B. Any additional services or lines will constitute a change of scope. [CONTRACTOR] shall not be responsible for completing any new service connections unless OWNER agrees to pay for such service as a Change in Scope hereunder.

4.2 [CONTRACTOR]'s responsibility for the wastewater collection system shall end at the township's sewer main. [CONTRACTOR] shall operate and maintain the wastewater collection system as specified below.

- a) Perform collection system investigations, covering items such as clogs, sanitary sewer overflows, and lateral blockages. Any activity or resolution identified during such investigation may be performed as an Additional Service under Section 9.5.
- b) Performing weekly visits as required to inspect the operation of collection system pump stations.

4.3 INTENTIONALLY DELETED.

4.4 INTENTIONALLY DELETED.

6. OWNER's Duties

6.1 The OWNER shall fund all necessary Capital Expenditures, which may, subject to mutual agreement, be performed by [CONTRACTOR] under an appropriate Change in Scope amendment to this Agreement. Priority shall be given to safety and the ADA related expenses described in Section 2.10. Any loss, damage, or injury resulting from OWNER's failure to provide capital improvements and/or funds when reasonably requested by [CONTRACTOR] shall be the sole responsibility of OWNER.

6.2 The OWNER shall keep in force all Project warranties, guarantees, easements and licenses that have been granted to OWNER and are not transferred to [CONTRACTOR] under this Agreement.

- 6.3 The OWNER shall pay all sales, excise, *ad valorem*, property, franchise, occupational and disposal taxes, or other taxes associated with the Project other than taxes imposed upon [CONTRACTOR]'s net income and/or payroll taxes for [CONTRACTOR] employees. In the event [CONTRACTOR] is required to pay any sales tax or use taxes on the value of the services provided by [CONTRACTOR] hereunder or the services provided by any subcontractor of [CONTRACTOR], such payments shall be reimbursed by the OWNER unless the OWNER furnishes a valid and properly executed exemption certificate relieving the OWNER and [CONTRACTOR] of the obligation for such taxes. In the event the OWNER furnishes an exemption certificate which is invalid or not applicable to services by [CONTRACTOR], the OWNER shall indemnify [CONTRACTOR] for any taxes, interest, penalties, and increment costs, expenses or fees which it may incur as a result of [CONTRACTOR]'s reliance on such certificate.
- 6.4 The OWNER shall provide [CONTRACTOR], within a reasonable time after request and on an "as available" basis, with the temporary use of any piece of OWNER's heavy equipment that is available so that [CONTRACTOR] may discharge its obligations under this Agreement in the most cost-effective manner.
- 6.5 OWNER shall provide all registrations and licenses for OWNER's vehicles used in connection with the Project.
- 6.6 INTENTIONALLY DELETED.
- 6.7 INTENTIONALLY DELETED.
- 6.8 OWNER shall provide the Project with appropriate security personnel and/or devices to protect against any losses resulting from the theft, damage, or unauthorized use of property owned by OWNER and shall accept liability for such losses except to the extent such losses are directly caused by the negligent acts or omissions of [CONTRACTOR].
- 6.9 OWNER warrants that during the interim period between the initial Project inspection by [CONTRACTOR] and the Commencement Date, the plants, facilities and equipment have been operated only in the normal course of business, all scheduled and proper maintenance have been performed and there are no issues known to OWNER regarding the condition of the Project, and facilities composing the Project and/or any equipment used by the Project. OWNER warrants and agrees that it will turnover the plants, facilities and equipment to [CONTRACTOR] in good working order and in compliance with the NPDES Permit(s) and all other applicable laws, rules and regulations.
- 6.10 INTENTIONALLY DELETED.
- 6.12 The OWNER shall keep in force any project warranties, guarantees, easements and licenses that have been granted to OWNER and are not transferred to [CONTRACTOR] under this Agreement.

- 6.13 The OWNER shall continue to be responsible and pay for the general administration and enforcement of (i) the wastewater and collection system, (ii) OWNER's Industrial Pretreatment Program, (iii) new sewer connections unless [CONTRACTOR] is retained to perform such functions as a Change in Scope hereunder, and (iv) long-term System and Service Area planning. Typical administration costs associated with the above activities include costs such as the services of the auditor, lawyer, and liability insurance.
- 6.14 The OWNER will provide the following items at the OWNER's cost:
- a) Utilities
 - b) Landline telephone services.
 - c) Internet service.
 - d) Printer/copier/scanner equipment, as needed.
 - e) Office furniture.
 - f) Process monitoring equipment.
 - g) Tools for operation and maintenance of the wastewater treatment plant.
 - h) Other R&M-related items specifically mentioned under Section 3 as being at OWNER's cost.

7. Compensation

- 7.1 [CONTRACTOR]'s compensation under this Agreement shall consist of an Annual Fee. The Annual Fee for the period January 1, 2020 through December 31, 2020 shall be \$610,600.
- 7.2 INTENTIONALLY DELETED.
- 7.3 INTENTIONALLY DELETED.
- 7.4 The services being provided under this Agreement are based on reasonably expected overtime for normal breakdowns or services required after hours. Any additional expenses including straight or over time wages caused by severe weather, a disaster or unplanned event that may be recovered through billing any third party including the State or Federal Government FEMA funds will be billed to the OWNER for reimbursement.
- 7.5 The Annual Fee shall be increased each year by __%.

8. Payment of Compensation

- 8.1 One-twelfth (1/12) of the Annual Fee for the current year shall be due and payable on the first of the month for each month that services are provided.
- 8.2 All other compensation to [CONTRACTOR] is due upon receipt of [CONTRACTOR]'s invoice and payable within fifteen (15) days.

- 8.3 Any monies payable pursuant to Section 7.3 will be paid within sixty (60) calendar days after the end of each Agreement year.
- 8.4 OWNER shall pay interest at an annual rate equal to U.S. prime rate (as published by the Wall Street Journal) plus 3%. Said rate of interest not to exceed any limitation provided by law, on payments not paid and received within fifteen (15) calendar days of the due date, such interest being calculated from the due date of the payment. In the event the charges hereunder might exceed any limitation provided by law, such charges shall be reduced to the highest rate or amount within such limitation.

9. Scope Changes

- 9.1 A Change in Scope of services shall occur when and as [CONTRACTOR]'s costs of providing services under this Agreement change as a result of:
 - 9.1.1 any change in Project operations, personnel qualifications or staffing or other cost which is a result of an Unforeseen Circumstance;
 - 9.1.2 increases or decreases in the user base;
 - 9.1.3 increases or decreases of not less than ten percent (10%) in the influent flow or loadings as demonstrated by a twelve month floating average compared to the twelve month period ending on the effective date of this Agreement (baseline flow and loading information is located in Appendix C);
 - 9.1.4 increases or decreases in rates or other related charges (including taxes) imposed upon [CONTRACTOR] by a taxing authority - excluding taxes based on [CONTRACTOR]'s net income; and/or
 - 9.1.5 OWNER's request of [CONTRACTOR] and [CONTRACTOR]'s consent to provide additional services, including but not limited to (i) a change by OWNER at any time after the Commencement Date in Sludge hauler or Sludge disposal sites, and (ii) those potential Additional Services outlined in Section 9.5.
- 9.2 For Changes in Scope described in Sections 9.1.1 through, and including, 9.1.3, the Annual Fee shall be increased (or decreased) by an amount equal to [CONTRACTOR]'s additional (reduced) Cost associated with the Change in Scope plus ten percent. Modifications of the Annual Fee as a result of conditions described in Section 9.1.3 shall be retroactive to the beginning of the twelve-month comparison period.

- 9.3 For Changes in Scope described in Section 9.1.4, the Annual Fee shall be increased (or decreased) by an amount equal to [CONTRACTOR]'s additional (reduced) Cost associated with such Change in Scope.
- 9.4 OWNER and [CONTRACTOR] shall negotiate an increase in [CONTRACTOR]'s Annual Fee for Changes in Scope under Section 9.1.5 that are not covered by Section 9.5.

9.5 Additional Services

- A. Cost for Goods and Services - [CONTRACTOR] may assist OWNER by directly paying for the cost of the goods and services outlined below:
- a. Utilities and Fuel.
 - b. Chemicals.
 - c. Repairs & Replacement Labor and Expenses, including costs related to repair and replacement of treatment process and laboratory equipment, and collection system facilities. Additional labor costs would only be applicable in cases where work is done outside of normal working hours (requiring overtime) and/or when that work requires resources in addition to our normal on-site staff.
 - d. Load Test by an outside party for the back-up generator at the Facility.
 - e. Third party contractor costs for annual servicing of back-up generator units at the Pump Station, including the replenishing of fuel.

B. Sewer Collection System Maintenance

Upon OWNER's request, [CONTRACTOR] will perform routine collection system maintenance tasks at OWNER's direction, including, but not be limited to, line cleaning, unclogging blockages, and performing line repairs.

C. Emergency Response – Outside of Normal Working Hours

- a. [CONTRACTOR] shall notify OWNER of the Facility's condition if immediate response is required or if the situation may result in possible violation of the Facility's operating permit. [CONTRACTOR] would take immediate action, if conditions warrant, preventing loss of limb, life, property or unpermitted discharge.
- b. If there is an equipment malfunction or failure that does not threaten loss of limb, life, property or un-permitted discharge, [CONTRACTOR] shall notify OWNER of the event, and request authorization to take reasonable actions needed to restore the wastewater treatment plant to normal operations or arranging for contingency operation, such as "pump and haul".
- c. Emergency response outside of normal working hours will be billed at a minimum of four hours per occurrence, at a rate of 2.0 multiplied by the

direct salary rate of the [CONTRACTOR] individuals) responding to the situation.

9.6 Compensation for Additional Services

For Changes in Scope under Section 9.1.5 and Section 9.5, OWNER and [CONTRACTOR] shall mutually agree on an increase to the Annual Fee, or, alternatively, OWNER shall compensate [CONTRACTOR] an amount using a labor multiplier (2.0 x direct salary) for [CONTRACTOR] labor, and a cost-plus 15% markup arrangement for expenses, including, but not limited to, equipment, materials, consumables, and third party (subcontractor) costs.

10. Indemnity, Liability and Insurance

- 10.1 [CONTRACTOR] hereby agrees to indemnify and hold OWNER harmless from any liability or damages for bodily injury, including death, property damages and pollution damages which may arise from [CONTRACTOR]'s negligence or willful misconduct under or breach of this Agreement; provided, [CONTRACTOR] shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault.
- 10.2 OWNER agrees to indemnify and hold [CONTRACTOR] harmless from any liability or damage or bodily injury, including death, property damages and pollution damages which may arise from all causes of any kind other than [CONTRACTOR]'s negligence or willful misconduct, including, but not limited to, breach of OWNER warranty.
- 10.3 Unless covered by the indemnities contained in Sections 11.1, neither [CONTRACTOR] nor the OWNER shall be liable to the other in any action or claim for consequential, incidental or special damages, loss of profits, loss of opportunity, loss of product or loss of use. Any protection against liability for losses or damages afforded any individual or entity by these terms shall apply whether the action in which recovery of damages is sought is based on contract, tort (including sole, concurrent or other negligence and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies, which are inconsistent with these terms, are waived.
- 10.4 [CONTRACTOR] shall be liable for those fines or civil penalties imposed by a regulatory or enforcement agency for violations occurring on or after the Commencement Date, of the effluent quality requirements provided for in Appendix C that are a result of [CONTRACTOR]'s negligence. OWNER will assist [CONTRACTOR] to contest any such fines in administrative proceedings and/or in court prior to any payment by [CONTRACTOR]. [CONTRACTOR] shall pay the cost of any such contest.

- 10.5 OWNER shall be liable for those fines or civil penalties imposed by any regulatory or enforcement agencies on OWNER and/or [CONTRACTOR] that are not a result of [CONTRACTOR]'s negligence or are otherwise directly related to the ownership of the Project and shall indemnify and hold [CONTRACTOR] harmless from the payment of any such fines and/or penalties.
- 10.6 To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, [CONTRACTOR]'s liability for performance or non-performance of any obligation arising under the Agreement (whether arising under breach of contract, tort, strict liability, or any other theory of law or equity) including, but not limited to its indemnity obligations specified in Section 10.1 of the Agreement, shall not exceed (i) for the duration of the Initial Term of the Agreement, an amount equal to ten times the then current Annual Fee, or (ii) if the Agreement renews pursuant to its terms, an amount equal to ten times the then current Annual Fee. The foregoing limitations shall not apply to any losses resulting from the gross negligence or willful misconduct of [CONTRACTOR] or [CONTRACTOR]'s subcontractors, employees or agents in breach of [CONTRACTOR]'s obligations under this Agreement.
- 10.7 Each party shall obtain and maintain insurance coverage of a type and in the amounts described in Appendix D. Each party shall provide the other party with satisfactory proof of insurance.
- 10.8 The provisions of Sections 10.1 through 10.7 above shall survive the termination of the Agreement.

11. Term, Termination and Default

- 11.1 The initial term of this Agreement shall be one year commencing January 1, 2020. ("Initial Term"). Thereafter, this Agreement shall be automatically renewed for successive terms of one year each (each, a "Renewal Term", and together with the Initial Term, the "Term"), unless canceled in writing by either party no less than one hundred and twenty (120) days prior to expiration. The total Term shall not exceed ten (10) years.
- 11.2 A party may terminate this Agreement only for a material breach of the Agreement by the other party and only after giving the breaching party written notice and thirty (30) days to cure or commence taking reasonable steps to cure the breach. Notwithstanding the foregoing, in the case of a breach by OWNER of Section 13 or a breach by Owner for non-payment of [CONTRACTOR]'s invoices, termination may be immediate by [CONTRACTOR] and OWNER shall immediately pay to [CONTRACTOR] the amounts due under Section 11.3, plus the amount of the remaining Annual Fee for the period from the date of termination through the expiration of the then current Term. h.

- 11.3 In the event that this Agreement is terminated for any reason prior to the ending date of the Term, OWNER shall pay to [CONTRACTOR] any funds identified in Section 8.2 and 11.5 that have not been paid to [CONTRACTOR] through the date of termination.
- 11.4 Upon notice of termination by OWNER, [CONTRACTOR] shall assist OWNER, if directed by OWNER, the successor operator, in the transitioning of of the Project. If additional Cost is incurred by [CONTRACTOR] in performing these transition services, OWNER shall pay [CONTRACTOR] such Cost plus 10% within 15 days of invoice receipt.
- 11.5 OWNER shall pay to [CONTRACTOR] the following amounts (the “Termination Fees”) upon (i) expiration of or termination prior to end of the Initial Term or (ii) if renewed, upon expiration or early termination prior to end of the second contract year:

A. Termination Schedule

\$	Vehicle Lease Payments
\$	<u>2 weeks Severance for FTE Employees</u>
\$	TOTAL

- B. If the Agreement renews in accordance with Section 11.1, and termination occurs after expiration of the second contract year, but prior to expiration to the third contract year, the above Termination Fees shall be reduced by 50%. The Termination Fees shall be zero if the Agreement renews further and termination occurs after the third contract year.

- 11.6 Upon termination of this Agreement and all renewals and extensions of it, [CONTRACTOR] will return the Project to OWNER in the same condition as it was upon the effective date of this Agreement, ordinary wear and tear excepted. Equipment and other personal property purchased by [CONTRACTOR] for use in the operation or maintenance of the Project shall remain the property of [CONTRACTOR] upon termination of this Agreement unless the property was directly paid for by OWNER or OWNER specifically reimbursed [CONTRACTOR] for the cost incurred to purchase the property or this Agreement provides to the contrary.

12. Disputes and Force Majeure

- 12.1 In the event activities by employee groups or unions cause a disruption in [CONTRACTOR]’s ability to perform at the Project, OWNER, with [CONTRACTOR]’s assistance or [CONTRACTOR] at its own option, may seek

appropriate injunctive court orders. During any such disruption, [CONTRACTOR] shall operate the facilities on a best-efforts basis until any such disruptions cease.

12.2 Neither party shall be liable for its failure to perform its obligations under this Agreement if such failure is due to any Unforeseen Circumstances beyond its reasonable control or force majeure. However, this Section may not be used by either party to avoid, delay or otherwise affect any payments due to the other party.

13. Non-Solicitation

13.1 During the Term of this Agreement, the Parties agree that each and each of its affiliates will not, directly or indirectly, hire or seek to hire any Facility operators or Facility-dedicated staff of the other Party, unless such individual (a) is no longer employed by such Party at the time of such solicitation, or (b) responds to general mass solicitations of employment not specifically directed toward employees of the other Party.

Both parties indicate their approval of this Agreement by their signatures below, and each party warrants that all corporate or governmental actions, approvals and consents necessary to bind the parties to the terms of this Agreement have been taken.

TOWNSHIP OF LONG HILL, NJ

[CONTRACTOR]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFICATE OF COUNSEL

The undersigned, as counsel for the Township of Long Hill ("OWNER") in this transaction, hereby certifies that (s)he has examined the facts and circumstances surrounding the selection of [CONTRACTOR] Water North America – Northeast, LLC ("[CONTRACTOR]") and the award and letting of the foregoing contract to [CONTRACTOR] by OWNER, and has found that said selection, award and contracting process comply with the procurement laws of the State of New Jersey and OWNER and that the foregoing Agreement, once executed by OWNER, is a valid, legal and binding agreement of the OWNER.

Counsel for OWNER

Date: _____

APPENDIX A

DEFINITIONS

- A.1 "Adequate Nutrients" means plant influent nitrogen, phosphorus and iron contents proportional to BOD₅ in the ratio of five (5) parts nitrogen, one (1) part phosphorus, and one-half (0.5) part iron for each one hundred (100) parts BOD₅.
- A.2 "Annual Fee" means a predetermined, fixed sum for [CONTRACTOR]'s services. The Annual Fee includes Cost and profit.
- A.3 "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentration so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of OWNER's Certificate of Approval. Biologically toxic substances include, but are not limited to, heavy metals, phenols, cyanides, pesticides and herbicides.
- A.4 "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or facility items that cost more than Five Thousand Dollars (\$5,000); or (2) major repairs which significantly extend equipment or facility service life and cost more than Five Thousand Dollars (\$5,000) or (3) expenditures that are planned, non-routine and budgeted by OWNER.
- A.5 "Commencement Date" shall mean _____.
- A.6 "Cost" means all Direct Cost and indirect cost determined on an accrual basis in accordance with generally accepted accounting principles.
- A.7 "Direct Cost" means the actual cost incurred for the direct benefit of the Project including, but not limited to, expenditures for project management and labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, memberships and training supplies.
- A.8 "Maintenance" means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or by [CONTRACTOR] to maximize the service life of the equipment, sewer, vehicles and facilities.
- A.9 INTENTIONALLY DELETED.
- A.10 "Project" means all equipment, vehicles, grounds, rights of way, sewers and facilities described in Appendix B and, where appropriate, the management, operations and maintenance of such.

- A.11 "Repairs" means those non-routine/non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the equipment, sewer, vehicles or facilities or some component thereof.
- A.12 "Unforeseen Circumstances" shall mean any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement, including but not limited to (i) an act of God, landslide, lightning, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war, blockade, terrorist acts, sabotage, insurrection, riot or civil disturbance, (ii) preliminary or final order of any local, province, administrative agency or governmental body of competent jurisdiction, (iii) any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, province or governmental body, (iv) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strikes, work slowdowns or work stoppages by employees of [CONTRACTOR]; (v) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project; (vi) the presence of Biologically Toxic Substances or Hazardous Wastes in the influent to the Treatment Facility; and (vii) violations of the City's Industrial Pretreatment Program discharge limits (if applicable) which are of such a quantity and quality so as to cause substantial disruption in the operations or biological activity of the Facility.

APPENDIX B

DESCRIPTION OF PROJECT

[CONTRACTOR] agrees to provide the services as defined in the Agreement for the management, operation and maintenance of:

A. The wastewater treatment plant and sanitary sewer system located at:

Long Hill Township STP
Warren Ave-South of Valley Road
1223 Valley Road
Long Hill Twp, Morris County

and described below (collectively, the “Facility”), the description of which was set forth in the report entitled “Long Hill Township WWTP Capacity Assurance Report Update, February 2019, by Klienfelder”.

- (i) Wastewater Treatment Plant comprised of the following components, all of which are in service as of the Commencement Date:
 - a. one influent pumping system,
 - b. two (2) cylindrical fine screens,
 - c. two (2) oxidation ditches,
 - d. two (2) final clarifiers,
 - e. four (4) effluent (sand) filters,
 - f. a post aeration system,
 - g. an ultraviolet disinfection system,
 - h. and a sludge thickening and storage system.

- (ii) The Sanitary Sewer System, consists of the following components, all of which are in service as of the Commencement Date:
 - a. 286,290 Linear Feet (LF) of Township-owned sanitary sewer mains
 - b. 221,325 LF of privately-owned service lateral pipe (not included in O&M scope)
 - c. 1,260 manholes
 - d. 8 pumping stations
 - e. 15,200 LF of force mains

APPENDIX C

NPDES PERMIT AND
WASTEWATER TREATMENT CHARACTERISTICS

C.1 [CONTRACTOR] will operate so that effluent will meet the requirement of NPDES Permit No. NJ0024465:

Issued 07/11/2019

Effective 10/01/2019

Expires 09/30/2023

a full and complete copy of which is adopted by reference herein as of the date hereof. [CONTRACTOR] shall be responsible for meeting the effluent quality requirements of the Permit unless one or more of the following occurs:

(1) the wastewater influent does not contain Adequate Nutrients to support operation of Project biological processes and/or contains Biologically Toxic Substances which cannot be removed by the existing process and facilities;

(2) dischargers into OWNER's sewer system violate any or all regulations as stated in OWNER's Industrial Water and Sewer Ordinance(s) or as required by law;

(3) the flow exceeds the original WWTP design parameters, which is 0.9 million gallons of flow per day on a monthly average. Design Parameters for Loading (BOD, TSS, Nitrogen, and Phosphorus) are unknown, however it is assumed there are no significant industrial users discharging to the system and that all loading parameters have typical characteristics of residential wastewater.

A. It is recognized by both parties that OWNER carries responsibility to complete planned capital improvements related to Phosphorus removal in time to meet the compliance deadline of October 2021 in the referenced NJPDES permit. [CONTRACTOR] shall be not be liable for compliance with this permit parameter

(4) if the wastewater treatment facility and/or associated appurtenances is inoperable or can operate only at a reduced capacity on account of construction activities, fire, flood, adverse weather conditions, labor disputes or other causes beyond [CONTRACTOR]'s control.

C.2 In the event any one of the Project influent characteristics, suspended solids, BOD₅ or flow, exceeds the design parameters stated above, [CONTRACTOR] shall return the plant effluent to the characteristics required by NPDES in accordance with the following schedule after Project influent characteristics return to within design parameters.

Characteristics Exceeding

Recovery Period

<u>Design Parameters By</u>	<u>Maximum</u>
10% or Less	5 days
Above 10% Less than 20%	10 days
20% and Above	30 days

Notwithstanding the above schedule, if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then [CONTRACTOR] will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

C.3 [CONTRACTOR] shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances or is inoperable, and the subsequent recovery period.

C.4 The Annual Fee for services under this Agreement is based upon the following:

Project Influent Characteristics – as reported the document entitled “Long Hill Township WWTP Capacity Assurance Report Update, February 2019, by Kleinfelder” – which represent an average of the years 2015, 2016, and 2017:

Parameter	Units	Average Annual
Flow	mgd	1.04
CBOD	mg/l	99
	Lb/d	859
TSS	mg/l	117
	Lb/d	1,016
TP	mg/l	3.6
	Lb/d	31
NH ₃ – N	mg/l	11
	Lb/d	98
TKN – N	mg/l	18
	Lb/d	156

Any change of 10 percent (10%) or more in any of these characteristics, based upon a twelve (12) month moving average, will constitute a Change in Scope (See Article 11).

APPENDIX D

INSURANCE COVERAGE

[CONTRACTOR] SHALL MAINTAIN:

1. Statutory workers compensation for all of [CONTRACTOR]' employees at the Project as required by the State of New Jersey.
2. Commercial general liability insurance, insuring [CONTRACTOR]' negligence, in an amount of \$5,000,000 combined single limits for bodily injury and/or property damage.
3. Automobile liability insurance for all owned (if any), non-owned and hired automobiles in and amount of \$1,000,000.

OWNER SHALL MAINTAIN:

1. Statutory workers compensation for all of OWNER's employees associated with the Project as required by the State of New Jersey.
2. Property insurance on a "special form causes of loss" form or its equivalent for OWNER's owned, leased, rented or personal property at replacement cost with business interruption coverage.
3. Automobile liability insurance for all owned (if any), non-owned and hired automobiles in an amount of \$1,000,000.

Each party shall cause the other party to be added as additional insured on the above insurance policies (except workers compensation) and shall provide the other party at least thirty (30) days notice of the cancellation of required policies. Each Party shall waive subrogation in favor of the other Party. Additionally, each Party's insurance policies shall waive, or be endorsed to waive, rights of recovery by subrogation in favor of the other Party.

APPENDIX E
CAPITAL IMPROVEMENTS –
TO BE DETERMINED