

**The Atlantic City Municipal Utilities
Authority (ACMUA)**

ATLANTIC CITY, NEW JERSEY

REQUEST FOR PROPOSALS

For

**A PROFESSIONAL MAINTENANCE & ASSET
MANAGEMENT FIRM
FOR
WATER STORAGE TANKS**

May 18, 2011

Atlantic City Municipal Utilities Authority

401 North Virginia Avenue

PO Box 117

Atlantic City, New Jersey 08404-0117

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ADVERTISEMENT

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY REQUEST FOR PROPOSALS FOR A PROFESSIONAL MAINTENANCE & ASSET MANAGEMENT FIRM FOR WATER STORAGE TANKS

Proposals are due at 11:00 A.M. Tuesday, July 12, 2011. Four (4) copies are to be delivered to Neil A. Goldfine, Atlantic City Municipal Utilities Authority Board Room, located at 401 N. Virginia Avenue, P.O. Box 117, Atlantic City, New Jersey 08404-0117.

The PROFESSIONAL MAINTENANCE & ASSET MANAGEMENT FIRM will be required to perform various tasks as more specifically outlined in SERVICES TO BE PROVIDED.

Completion of all forms in this Request for Proposals (RFP) is mandatory. Failure to complete and sign the following forms will be cause for rejection of the submitted proposal.

1. Pricing Proposals (all three (3) must be completed).
2. Maintenance and Asset Management Firm Information
3. Corporate/Partnership Disclosure Statement
4. Mandatory Equal Employment Opportunity Language.
5. Schedule of Minority Contractors and/or Suppliers – it must be signed and if no minority contractors or suppliers will be used, that information must be noted on the form.
6. State Certificate of Employee Information Report, if one has been issued. If one has not been issued, it is your obligation to acquire one and submit a copy prior to contract approval.
7. State of New Jersey Business Registration Certificate.
8. Insurance and Indemnification Agreement

During the performance of this Contract, the Maintenance and Asset Management Firm will be required to comply with the requirements of P.L. 1975, c. 127; P.L. 1977, c. 33; and Atlantic City Municipal Utilities Authority Resolution 267 of 1992.

Copies may be made of all pages in this RFP. Proposals may be delivered to the ACMUA or forwarded by U.S. Mail, or other delivery services, on or before 11:00 A.M. of the date above; OR handed in at the Purchasing Board Meeting when called for. The ACMUA disclaims any responsibility for proposals forwarded by U.S. Mail, or other delivery services, and received beyond the proposal opening deadline.

Neil A. Goldfine, P.E., P.P.
Executive Director

GENERAL INFORMATION

PURPOSE

In accordance with New Jersey Water Supply Public-Private Contracting Act, codified at N.J.S.A. § 58:26-19, et seq., enacted in 1995, the Atlantic City Municipal Utilities Authority (ACMUA) is soliciting Requests for Proposals (RFP) for the contract long-term professional maintenance and asset management to include, but not be limited to, professional engineering and inspection services, rehabilitation, repair, repainting, washout, and preventative maintenance of the ACMUA's water storage tanks. The qualifying firm shall assume full responsibility and accountability for maintenance and repair issues relating to the ACMUA's water storage tanks. It is the sole intent of the RFP to determine the most qualified firm to which the ACMUA could contract these services. Proposals shall be accepted at the ACMUA's Main Office until 11 A.M. on July 12, 2011. The address for submittal of this RFP is Atlantic City Municipal Utilities Authority, 401 North Virginia Avenue, PO Box 117, Atlantic City, New Jersey 08404-0117.

SCOPE

It is the intent of the ACMUA, to solicit a full-service perpetual maintenance and asset management program from a firm that will provide engineering and inspection services specific to the maintenance of existing water storage tanks covered by this Request for Proposals (RFP), and all services required for engineering, (specific to the water tanks listed), inspection, repair, perpetual maintenance, rehabilitation, washout, preventative maintenance, proactive asset management, painting services and coordination of commercial communication equipment removal and installation. **The proposal is not a bid.** The proposal shall address all of the information outlined herein. Additionally, each prospective firm *may* include such other information as deemed pertinent to the proper evaluation of the proposal.

CONSULTANT SELECTION PROCEDURE

It is intended that one consultant shall be selected to perform services on behalf of the ACMUA for the maintenance and asset management of its water storage tanks. ACMUA representatives will rank each prospective consultant in order of preference, based upon items addressed in the Proposals that are received. The ACMUA, through its representatives, will negotiate with the highest ranked prospective consultant. The consultant retained serves at the discretion, direction and the pleasure of the ACMUA. The ACMUA reserves the privilege of re-advertising the Request for Proposal for the proposed scope of work at its discretion.

EVALUATION CRITERIA

Proposals will be evaluated by an evaluation committee using the following criteria:

- A. Experience in performing the requested engineering services, specifically; tanks painting, lead abatement, structural steel repairs and cellular installations on water tanks for similar projects. Information and materials submitted for unrelated types of projects will not be considered by the evaluation committee.
- B. In-house capabilities of the project office to provide services requested; extent of project participation by remote locations or sub-contractors.
- C. Project methodology
- D. Expertise of personnel assigned to the projects
- E. In-place quality assurance procedures
- F. Financial stability and strength of the company to assure long term support of the contract and future maintenance commitments including, but not limited to, complete coating renovations for up to 40 years.
- G. Innovative payment structures for the cost of the initial renovation.
- H. References from past and present clients to include the following:
 - a. Ability to meet deadlines
 - b. Turn-over rate of staff assigned to projects
 - c. Typical response time for starting work
 - d. Overall quality of work

AUTHORITY RIGHTS

The Authority reserves the right to:

- waive any defect, irregularity or informality in the proposal or proposal procedures,
- reject any and all proposals,
- accept any proposal or portion thereof most advantageous to Authority,
- request additional information or require a meeting with bank representatives for clarification,
- cancel, revise, and/or reissue this request for proposal or any portions thereof,
- negotiate any conditions with proposers,
- retain all other provisions even if any provision of the proposal is deemed invalid,
- modify deadlines, and
- select any proposal deemed to be in its best interest as determined by the Authority.

ENGAGEMENT LIAISON

The Maintenance and Asset Management Firm will correspond with the

following ACMUA official in all matters affecting this Contract:
NEIL A. GOLDFINE, P.E., P.P, EXECUTIVE DIRECTOR
Atlantic City Municipal Utilities Authority
401 N. Virginia Avenue, P.O. Box 117
Atlantic City, New Jersey 08404-0117
609/345-3315 extension 16 Fax: 609-345-7055
ngoldfine@acmua.org

RFP QUESTIONS

There will be a pre-proposal conference. The conference will be held on Tuesday June 7, 2011 at 1:00 pm at the Water Treatment Plant, 1151 North Main Street, Pleasantville, NJ 08232. All security procedures, as noted in this RFP will be in force. Please arrive by 12:30 pm to clear through security. A tour of the Treatment Plant Six (6) Million Gallon Standpipe will be provided at that time. Separate tours will not be provided. The Absecon Boulevard Tank is an unrestricted area and the exterior may be viewed at any time. Firms desiring interior access will need to make an appointment. The Maryland Avenue Tank, while in a restricted area, can be observed without entering the restricted area. Firms desiring closer access will need to make an appointment. Questions or requests for clarification regarding this RFP, or the services requested, will be accepted in e-mail form, fax or by mail addressed to the Engagement Liaison listed above. Questions or requests for clarification must be received prior to 2 pm on June 30, 2011. All submittals must include a fax number and/or email address for response. Any party desiring a copy of all responses must provide their fax and/or email address in the same manner. A copy of this RFP and the following reports can be found on the ACMUA web site (www.acmua.org): ACMUA 1MG Maryland Ave Elevated Tank Inspection Report 10-2010.pdf and ACMUA 2MG Absecon Ped Inspection Report 10-17-10.pdf.

PROJECT MANAGEMENT

The Maintenance and Asset Management Firm Manager for the Contract Services shall be fully responsible for the day-to-day activities under this Contract and shall serve as the primary contact to the ACMUA official.

TIME OF PERFORMANCE AND LIQUIDATED DAMAGES

The Maintenance and Asset Management Firm shall perform its services with due diligence and shall complete the services within the time schedule contained in this Scope of Services after receipt of the ACMUA's written Notice to Proceed.

Time is of the essence in the performance of this project. The Maintenance and Asset Management Firm agrees to the following assessment of liquidated

damages for each ACMUA Business Day that the Maintenance and Asset Management Firm exceeds the agreed upon time schedule for the project. This fee shall be deducted from any payment due or to become due the Maintenance and Asset Management Firm, and it is mutually agreed that this fee constitutes liquidated damages and not a penalty.

AMOUNT OF LIQUIDATED DAMAGES PER ACMUA BUSINESS DAY: \$100

Both contractual parties confirm the above liquidated damages provision, but agree nevertheless, that said provisions shall be subject to delays caused by acts of God, which the Maintenance and Asset Management Firm could not have reasonably foreseen and provided against, and delays caused by any strikes, boycotts or like obstructive actions of employees which are beyond the control of the Maintenance and Asset Management Firm and which he cannot reasonably overcome.

OWNERSHIP OF DOCUMENTS AND EQUIPMENT

All finished and unfinished documents, data, studies, surveys, drawings, specifications, maps, photographs, reports, books and instruments gathered or prepared for, or by the Maintenance and Asset Management Firm pursuant to this Contract shall be the property of the ACMUA without restriction or limitation on their use. Original copies of such items shall be delivered by the Maintenance and Asset Management Firm to the ACMUA upon final acceptance or within sixty (60) days after termination of the professional Contract Service. The Maintenance and Asset Management Firm shall be permitted to retain, at its own cost, copies of such items for its records; however, publication of this material is subject to the written approval of the ACMUA.

Tangible items of non-consumed equipment, materials, supplies and furnishings purchased by the Maintenance and Asset Management Firm, the cost of which has been reimbursed to the Maintenance and Asset Management Firm as a direct cost, shall be turned over to the ACMUA at completion of, or early termination of, the Maintenance and Asset Management, or otherwise disposed of as directed by the ACMUA, and the proceeds of any such disposal shall be credited to the ACMUA.

TERMINATION, SUSPENSION AND SANCTIONS

If through any cause within the reasonable control of the Maintenance and Asset Management Firm, the Maintenance and Asset Management Firm shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Contract, the ACMUA shall thereupon have the right to terminate the Contract then remaining to be performed by giving written notice to the Maintenance and Asset Management Firm of such termination which shall become effective upon receipt by the

Maintenance and Asset Management Firm. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports and all other work products prepared by the Maintenance and Asset Management Firm, and its subcontractors, shall be promptly delivered to the ACMUA, who shall compensate the Maintenance and Asset Management Firm in accordance with the terms of this Contract for all Professional Maintenance and Asset Management performed by the Maintenance and Asset Management Firm prior to termination, that are evidenced by materials delivered by the Maintenance and Asset Management Firm to the ACMUA.

Notwithstanding the above, the Maintenance and Asset Management Firm shall not be relieved of liability to the ACMUA for damages sustained by the ACMUA by virtue of any breach of the Contract by the Maintenance and Asset Management Firm, and the ACMUA may reasonably withhold payment to the Maintenance and Asset Management Firm until such time as the exact amount of damages to the ACMUA, from the Maintenance and Asset Management Firm, is determined.

The ACMUA may, for its convenience, terminate the contract then remaining to be performed at any time by giving written notice to the Maintenance and Asset Management Firm of such termination, which shall become effective upon receipt by the Maintenance and Asset Management Firm. Such payments shall be the total extent of the ACMUA's liability to the Maintenance and Asset Management Firm upon termination for convenience.

The ACMUA also reserves the right to terminate the project then remaining to be performed in the event the Maintenance and Asset Management Firm is placed either in voluntary or involuntary bankruptcy or makes an assignment for benefit of creditors. All rights and obligations shall be the same as provided for in this Article.

In the event of the Maintenance and Asset Management Firm's non-compliance with the non-discrimination provisions of this Contract, the ACMUA shall impose such Contract sanctions as it may determine to be appropriate, including but not limited to withholding of payment to the Maintenance and Asset Management Firm under the Contract until the Maintenance and Asset Management Firm complies with said provisions. In the event the ACMUA cancels or terminates the project pursuant to this paragraph, the rights and obligations shall be the same as provided for in this Article.

CHANGES

The ACMUA may, from time to time, order changes in the project and the Maintenance and Asset Management Firm shall promptly comply with each written order in accordance with procedures to be established by the ACMUA.

Each change shall be directed by a written change order signed by the ACMUA official designated in this Scope of Services and accepted by the Maintenance and Asset Management Firm Project Manager. Said change order(s) will provide equitable adjustment in the time of performance, budget and fixed fee if applicable, as well as any other provisions of this Contract which are affected by said change order.

If the Maintenance and Asset Management Firm is of the opinion that any services it has been directed to perform are beyond the scope of this Contract, and constitutes extra work, it shall promptly notify the ACMUA of that opinion, in writing.

DISPUTES

Except as provided for in this Contract, any disputes concerning a question of fact arising under this Contract, which is not disposed of by agreement, shall be decided by the ACMUA, which shall mail or otherwise furnish a copy in writing of the decision to the Maintenance and Asset Management Firm. The decision of the ACMUA shall be final and conclusive unless within thirty (30) days from the date of the receipt of such copy, the Maintenance and Asset Management Firm mails, or otherwise furnishes, to the ACMUA a written appeal. The decision of the ACMUA or its Board of Directors, for the determination of such appeals, shall be final and conclusive unless determined otherwise by a court of competent jurisdiction. In connection with any appeal proceeding under this Article, the Maintenance and Asset Management Firm shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Maintenance and Asset Management Firm shall proceed diligently with the performance of the Contract in accordance with the ACMUA's decision. Failure to comply with the provisions of the above paragraph shall be cause for termination.

INSPECTION

The Maintenance and Asset Management Firm shall permit the authorized representatives of the ACMUA, the County of Atlantic, State of New Jersey and the Federal Government to inspect, review and approve all work tracings, plans, specifications, maps, data, records and construction site work performed, gathered or developed under this contract at anytime within the duration of the Contract and within three (3) years after the final acceptance or termination of the Contract.

ASSIGNMENT, TRANSFER OR SUBCONTRACTING

The Maintenance and Asset Management Firm shall not assign any interest in this Contract and shall not transfer any interest in the same, whether by

assignment or notification, without the prior written consent of the ACMUA.

CONFLICT OF INTEREST

The Maintenance and Asset Management Firm covenants that it presently has no interest, and shall not acquire any interest, direct or indirectly, which would conflict in any manner or degree with the performance of this Contract. The Maintenance and Asset Management Firm further covenants that in the performance of this Contract, no person having any such interest shall knowingly be employed by the Maintenance and Asset Management Firm.

No member, officer or employee of the ACMUA or of a local public body, during their tenure, or for two (2) years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

COVENANTS AGAINST CONTINGENT FEES

The Maintenance and Asset Management Firm warrants that it has not employed nor retained any company or person other than a bona fide employee working solely for the Maintenance and Asset Management Firm, to solicit or secure the Contract, and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Maintenance and Asset Management Firm, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract.

PATENT RIGHTS, COPYRIGHTS, CONFIDENTIAL FINDINGS

Any patentable result arising out of this Contract, as well as all information, designs, specifications, processes, data and findings, shall be made available to the ACMUA, unless it is legally determined that it is in the public interest that it not be so made available.

No reports, maps, other documents, articles or devices produced in whole or in part under this Contract shall be the subject of any application for a copyright or patent by or on behalf of the Maintenance and Asset Management Firm or its employee's subcontractors.

NOTICES

All Communications relating to the day-to-day activities shall be exchanges between the Maintenance and Asset Management Firm Project Manager and the ACMUA official designated herein. The Maintenance and Asset Management Firm Project Manager shall be designated when submitting this Proposal.

Notices hereunder shall be effective on delivery, if delivered personally, on the day following postmark if mailed to an address in Atlantic City, and on the

seventh (7) day following postmark, if mailed to an address outside Atlantic City.

PUBLICITY NEWS RELEASES

The Maintenance and Asset Management Firm shall not during or after performance of this Contract, disseminate any information outside its organization regarding this project, or the services performed for the ACMUA without prior written approval of the ACMUA Official.

SECURITY POLICY

The general guideline is no one and no vehicle shall be on any ACMUA property without complying with the ACMUA's standard security protocol. Everyone shall be identified by an ACMUA issued badge and all non-MUA personnel must be escorted by an ACMUA employee. All ACMUA properties shall be considered secure and subject to these procedures. Additional restrictions shall apply to the following facilities (defined as restricted facilities):

All locations that require access through a gated fence or a door: the employee parking lot on Virginia Avenue and all areas that are accessed through the gate on Maryland Avenue. All interior locations of the Distribution Yard and the Main Office whether accessed through Maryland Avenue or Virginia Avenue, with the exception of the open foyer on the Virginia Avenue side of the building. At the Neil A. Goldfine Water Treatment Plant: all interior locations and all areas that require access through a gated fence or a door.

The following standards shall apply to all persons:

1. Everyone must be logged in.
2. Visitors shall be logged with their complete name printed on ACMUA forms, the date and time of entering the facility and either the purpose of the visit or the name of the person they are visiting. This shall also apply to the open foyer in the Main Office on the Virginia Avenue side of the building.
3. Everyone within the restricted facilities must have a photo-ID, which includes the name and address (a driver's license is acceptable) on file at the ACMUA.
4. Everyone within the restricted facilities must be identified by a visible ACMUA issued ID.
5. All vehicles within the restricted facilities must have a copy of the vehicle registration and insurance ID card on file.
6. Visitors (non-MUA employees) are prohibited from entering any restricted area unless escorted by an ACMUA employee or specifically approved by a manager.
7. MUA Contractors: Contractors employed by the ACMUA, who are expected to regularly be on site more than two (2) weeks, shall be issued a contractor picture ID, which must be visibly displayed at all times. Contractor employees will not be allowed to use their work picture ID. They must sign in every time they enter an ACMUA facility and comply with all other vehicle and escort requirements. Managers may allow members of this category to sign in via the proximity card reader system.

Sign-in sheets and visitor badges shall be maintained at the following locations:

- the reception desk in the foyer at the Virginia Avenue entrance.
- the security booth in the distribution yard
- the clerical office at the treatment plant (Administration/Laboratory Building)
- the operators room at the treatment plant

The use or possession of any non-MUA camera on ACMUA restricted facilities, as defined by the Security Policy, is prohibited. Exclusion to the prohibition may only be made by the Facility Manager (or higher) and must be in writing prior to the use of the camera.

ATLANTIC CITY MUA WATER STORAGE TANKS INFORMATION

Absecon Boulevard Pedisphere – 2,000,000 Gallon Water Tank

Maryland Avenue Elevated Tank– 1,000,000 Gallon Tank

Water Treatment Plant Standpipe – 6,000,000 Gallon Standpipe

ITEMS TO BE ADDRESSED IN PROPOSAL

The details of the proposal shall include information on all of the following items. Additionally, each prospective firm may submit such other information as it deems appropriate for the proper evaluation of the proposal.

A. The proposal shall include an informative narrative report introducing your firm. Additionally, a statement of qualifications and resume detailing the experience of all individuals responsible for providing service under this contract should be submitted. Principals involved should be listed along with the names and addresses of the individuals placed in charge of the administration of the terms and conditions of the contract. The resumes of all full time employees dedicated to technical services (engineers and employees certified by the National Association of Corrosion Engineers and NJ licensed professional engineers) are mandatory. If the proposing firm does not have licensed New Jersey professional engineer on staff the firm must supply sufficient documentation that it has retained a licensed consulting engineer for this project. In addition, all full time employees assigned to maintenance responsibility for the ACMUA water storage tanks shall be listed.

Also to be included:

- (a) Number of years in business
- (b) Size of the firm (annual sales and total assets)
- (c) Total number of employees, direct and indirect
- (d) Percentage of work to be subcontracted
- (e) Fully audited financial statements, including balance sheet and income statement from the most recent fiscal year (FY-2009 or 2010) of the prime respondent.
- (f) Reference from a financial institution.
- (g) Copy of New Jersey Business License
- (h) Copy of New Jersey Public Works Contractors Certification

(i) Copy of New Jersey Lead Abatement Contractor Certification

B. The proposal shall include the details of general work and renovation capabilities of the consultant. This shall include but not be limited to, available equipment, historical project experience, especially lead abatement and cellular equipment experience. To be included are the locations of all operational centers. Multiple operational centers with a national presence shall be given additional consideration.

C. Included shall be a list of water systems that are currently being managed by the consultant should be submitted. Include:

Name/Address of the System

Contact Person

Telephone Number of Contact

Number of Tanks in the System under Contract

A minimum of twenty five (25) systems must be referenced. The ACMUA will choose which references to contact and possibly arrange site visits.

D. The proposal shall describe the details of all items covered by the proposed maintenance and asset management program. These items must include, but not be limited to, all structural or miscellaneous repairs and maintenance necessary for the tanks. This should include any required steel replacement, steel parts, railings, catwalks, ladders, safety items, foundation repair, expansion joints, water level indicators, manhole covers, valves, gaskets and any other components of the tanks. All interior and exterior coating systems are to be included as well. The firm shall warranty all work throughout the duration of the agreement.

E. Proposal shall also specify the frequency and degree of inspection and cleanout services the ACMUA could expect under the terms of the maintenance and asset management contract. At least one time within any three (3)-year period washout inspections with a detailed engineering report shall be conducted. Additionally, each prospective firm should address the requirements to assume responsibility for all corrections and repairs to the tanks necessitated by acts of vandalism and through normal deterioration.

F. All rules and regulations of the State of New Jersey will be strictly adhered to, including compliance with applicable labor statutes that relate to prevailing wage payment and certified payroll for public works projects. Additionally, a method for determining the future repainting schedule should be addressed for the tanks. All permits, approvals, etc., required by the State of New Jersey (or other jurisdictions, including, but not limited to, Atlantic City, Atlantic County and Pleasantville, NJ) will be the responsibility of the successful consultant.

G. The successful consultant must demonstrate the capability to fully manage and maintain the professional services as outlined in the proposal. A detailed outline of the annual process of managing the tanks must be presented. In addition, the successful consultant must demonstrate that the capability is in place to manage the information flow during the course of maintaining the ACMUA's water storage tanks. Appropriate computer systems must be in place

and utilized to track and record the activities of the maintenance plan. The successful consultant must have the ability to provide the ACMUA with information access via a secure internet portal.

H. Each proposal shall include a detailed sample contract document for the tanks in this RFP. Within the contract document shall be a specific cancellation clause, which indicates procedures that the ACMUA, may take for cancellation of the contract. Annual fees paid by the ACMUA shall accrue for all future major maintenance on the tanks covered in the RFP under the terms of the contract.

I. Each consultant shall submit a formal **Safety Program** stating to the ACMUA said consultant's policy on all safety measures. Documented procedures shall include workers' protection, confined space procedures, fall protection, containment procedures and general safety procedures.

J. Each consultant must include additional information to outline capabilities available for any situation arising regarding the ACMUA's water storage tanks. Possible issues which may arise in addition to the scope outlined in this RFP could include, but not be limited to, water storage tank design, fabrication and erection; the major modification to an existing vessel; structural engineering and design of water tanks; and coordination of removal/reinstallation and installation of commercial communication equipment.

K. The ACMUA specifically reserves the right to personally visit and inspect the operations and offices of each potential firm.

SERVICES TO BE PROVIDED

The services to be provided by the consultant shall include, but not be limited to, the following:

1. Inspect the tanks at least once within any twelve-month period to ensure that the structure is sound and watertight and provide the ACMUA with a comprehensive report of inspection and proposed corrective actions (if any) within thirty (30) days from the date of inspection. Complete corrective action shall be performed by the firm within a designated period of time (mutually agreed upon by the consultant and the ACMUA) dependent upon the action required and weather conditions.
2. Completely pressure wash, utilizing a minimum pressure of 3,000 psi (washout) the tanks interior at least one time within any three (3)-year period and remove all mud, silt, and other accumulations that might be harmful to the tanks or its contents. After washout is completed, thoroughly inspect and disinfect the tanks in accordance with A.W.W.A. standards utilizing disinfection spray method #2 and return the tanks to service.
3. Furnish any and all services, including inspection, engineering, and construction services, needed to ensure the tanks is in sound, watertight, working order according to design specifications and in compliance with all State of New Jersey requirements, including but not limited to steel replacement, steel parts, railings, catwalks, ladders, safety items, foundation repair, expansion joints, water level indicators, tanks overflows, manhole

- covers, valves, gaskets, and other component parts of the tanks.
4. Clean and paint the interior and the exterior of the tanks at such times painting is needed. The need for interior painting shall be determined by the thickness of the existing liner and its protective condition, or number of years as specified later in this RFP. The need for exterior painting shall be determined by the appearance and protective condition of the existing paint, or number of years as specified later in this RFP.
 5. Install anti-climb devices on the access ladder to the tanks to prevent unauthorized persons from climbing the tanks.
 6. Install locks on the roof hatches.
 7. Communicate and coordinate with commercial communication vendors for the removal and installation of existing and future antennas on the tanks. All contracting for antennae or any other addition to the tank(s) shall be by the ACMUA. Any income derived from the tanks shall be turned over to the ACMUA.
 8. Provide the ACMUA with a minimum advance notice of thirty (30) working days prior to performing any services that will result in removing the tanks from service. Further, unless the work is due to an emergency situation, no tank or standpipe shall be out of service for maintenance between June 1 and August 31 in each year of this contract. No more than one (1) tank shall be out of service at any given time.
 9. Provide short-term and long-term project management services to maintain the water storage asset. A perpetual warranty for all services shall be included.

INSURANCE REQUIREMENTS

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain at their own expense any additional kinds and amounts of insurance that, in their own judgment, may be necessary for their proper protection in the prosecution of the work. The Contractor shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the ACMUA.

If a part of this Contract is subcontracted, the Contractor shall require each sub-contractor to carry insurance of the same kinds and in like amounts as carried by the primary Contractor.

Certificates of insurance shall state that thirty (30) days written notice will be given to the ACMUA Executive Director (or his designee) before the policy is canceled or non-renewed. No Contractor or sub-contractor will be allowed to start any work on this contract until certificates of all insurance required herein are filed and approved by the ACMUA Executive Director (or his designee). The certificates shall show the type, amount, class of operations covered, effective dates, and the dates of expiration of policies. In addition, the certificates shall name the ACMUA as an additional insured. The Contractor shall secure and

maintain in effect for the period of the Contract and pay all premiums for the following kinds of insurance.

A. Worker's Compensation and Employer's Liability Insurance

This insurance shall protect the Contractor against all claims under applicable State Worker's Compensation Laws. The liability limits shall not be less than the required Statutory Limits for Workmen's Compensation and Employer's Liability in the amount of \$1,000,000 Each Accident, \$1,000,000 Disease-Each Employee, \$1,000,000 Disease-Policy Limit.

B. Contractor's Comprehensive General Liability Insurance

This insurance shall cover all operations in connection with the performance of this Contract in amounts not less than the following: Coverage in the amount of \$1,000,000 for each occurrence and \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate for claims by third parties for bodily injury, property damage or personal injury. Coverage shall be provided on an occurrence form, not claims made. No exclusions or limitations related to height of work will be allowed.

The Comprehensive General Liability policy carried by both the prime and the sub-contractors shall be maintained by the contractor and sub-contractors for at least two years after completion of services.

C. Automotive Liability

The Contractor shall maintain automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury or property damage liability to protect him from any and all claims arising from the use of the following:

- (1) Contractor's own automobile and trucks.
- (2) Hired/leased or rented automobiles and trucks.

The aforementioned is to cover use of automobiles and trucks on and off the site of the project.

D. Owner's Protective Liability Policy

The Contractor shall maintain Owner's Protective Liability Insurance with the ACMUA, and their servants, agents, and employees as insured in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

E. Builder's Risk Insurance

Until the project is completed and is accepted by the Owner, the Contractor is required to maintain Builder's Risk Insurance adequate to fully cover the insurable portion of the project for the benefit of the Owner, the prime Contractors, and sub-contractors as their interest may appear.

F. Pollution Liability

This insurance shall cover Pollution Liability in amounts of at least \$10,000,000.

G. Contractor's Professional Liability

This insurance shall cover Contractor's Professional Liability in amounts of at least \$2,000,000.

H. Umbrella Liability

Umbrella or Excess Liability policy in an amount of at least \$10,000,000 shall be

provided.

SCOPE OF WORK

The ACMUA is seeking firms capable of performing the work outlined below.

Absecon Boulevard Pedisphere Tank (Absecon Boulevard and N. Maryland Avenue, Atlantic City, NJ)

Year 1 – 2011

Exterior

1. All exterior surfaces shall be abrasive blast cleaned to a "Commercial" finish, removing all existing paint, rust, dirt, mill scale, and foreign matter by the recommended methods outlined in the Society for Protective Coatings Specification, SSPC-SP No.6.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A containment system shall be utilized to meet the emission control requirements of a Class 3A System, as specified in SSPC-Guide 6 (CON), Guide for Containing Debris Generated during Paint Removal Operations, dated December 1, 1997.
 - A robotic sandblasting machine that meets the requirements to contain fugitive emissions may be used upon approval.
4. One (1) full primer coat of Tnemec Series Zinc 94 or ACMUA approved equivalent zinc coating shall be applied to 100% of exterior surfaces.
5. One (1) full intermediate coat of Tnemec Series 73 epoxy or ACMUA approved equivalent coating shall be applied to 100% of exterior surfaces.
6. One (1) full finish coat of Tnemec Series 700 or ACMUA approved equivalent coating shall be applied to 100% of exterior surfaces.
7. Restore all landscaping and lawns surrounding the tank that may be damaged during the renovation.
8. Paint all Concrete Foundations
9. The ACMUA shall select the color and all logos on the exterior of the tanks. The exterior color scheme and design shall be repainted on the tank. The Maintenance and Asset Management Firm may submit alternate colors with the RFP. Pricing plans must show the alternate colors separate from an identical repainting.

Interior-Wet

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:

- a. Primer Coat: One [1] complete coat of Tnemec Series N140 Pota-Pox Epoxy or ACMUA-approved equivalent shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - b. Intermediate Coat: One [1] complete coat of Tnemec Series NI40 Pota-Pox Epoxy or ACMUA-approved equivalent shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - c. Finish Coat: One [1] complete finish coat of Tnemec Series NI40 Pota-Pox Epoxy or ACMUA-approved equivalent shall be applied to achieve a dry film thickness of 4 to 6 mils.
 - d. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - e. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 ppm).
 5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State of New Jersey.
 6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly at the Contractor's expense. Should the test results show the waste is of a hazardous nature, it, too, shall be disposed of properly at the Contractor's expense.
 7. The Tanks shall be sealed and made ready for service.

Interior – Dry

1. The interior dry tube and the dry bowl only (100%) shall be abrasive blast cleaned to SSPC-SP No. 6.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - a. Primer Coat: One [1] complete coat of Tnemec Series N140 Pota-Pox Epoxy or equivalent shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - b. Finish Coat: One [1] complete coat of Tnemec Series NI40 Pota-Pox Epoxy or equivalent shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - c. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
4. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.
5. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.

Interior-Dry Walls and Dry Touch UP

1. Rusty and or delaminating areas should be hand tool (SSPC-SP2) or power tool (SSPC-SP3) cleaned to tightly adhered rust or existing paint, and spot

primed. Edges of existing coating should be feathered to form a smooth transition prior to spot priming. All surfaces prior to painting must be clean, dry and free of all contaminants.

2. If in doubt as to whether or not the surface preparation methods listed above are suitable for a specific job, please contact ACMUA designated personnel for a final determination.

3. Apply one spot coat of Tnemec 135 Chembuild Epoxy at a DFT of 4 to 6 mils to all bare metal or tight rusty areas (use 530 in lieu of Series 135 when temperatures are below 50°).

4. The entire dry interior, except the dry access tube and underside of bowl, shall be pressure washed and prepared for coating

5. Apply one spot top coat of Tnemec Series N140 Epoxy to the dry interior walls.

Repairs

1. Install new frost proof, vacuum pallet roof vent

2. Install new overflow discharge screen and flapper

3. Seal cathodic protection holes in roof

4. Replace 24" roof hatch cover.

Year 2 – 2012

Inspection Service

1. Engineering inspection and preventive maintenance.

2. Any needed repairs/touchup.

3. Provide emergency repair service.

4. Ensure tank complies with all federal and state regulations.

5. Maintain as per the maintenance program.

Year 3 – 2013

Inspection Service

1. Washout, disinfect, and inspect the tank.

2. Any needed repairs/touchup.

3. Provide emergency repair service.

4. Ensure tank complies with all federal and state regulations.

5. Maintain as per the maintenance program.

Year 4 – 2014

Inspection Service

1. Engineering inspection and preventive maintenance.

2. Any needed repairs/touchup.

3. Provide emergency repair service.

4. Ensure tank complies with all federal and state regulations.

5. Maintain as per the maintenance program.

Year 5 – 2015

Inspection Service

1. Washout or ROV Inspection on tank interior. (Determined by ACMUA)
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

Year 6 – 2016

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

Year 7 – 2017

Inspection Service

1. Washout, disinfect, and inspect the tank.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

Year 8 – 2018

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

Year 9 – 2019

Inspection Service

1. Washout or ROV Inspection on tank interior. (Determined by ACMUA)
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

Year 10 – 2020

Inspection Service

1. Engineering inspection and preventive maintenance.

2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

Year 11 – 2021

Exterior

1. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washed to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with a rust inhibitive metal primer.
4. One (1) full intermediate coat of a Tnemec compatible Series coating shall be applied to complete exterior surfaces (100%).
5. One (1) full finish coat of a Tnemec compatible Series coating shall be applied to complete exterior surfaces (100%).
6. Paint all concrete foundations
7. The ACMUA shall select the color and all logos on the exterior of the tanks. The exterior color scheme and design shall be repainted on the tank. The Maintenance and Asset Management Firm may submit alternate colors with the RFP. Pricing plans must show the alternate colors separate from an identical repainting.

Inspection Service

1. Washout, disinfect, and inspect the tank.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

Year 12 – 2022

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

Year 13 – 2023

Inspection Service

1. Washout or ROV Inspection on tank interior. (Determined by ACMUA)
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.

5. Maintain as per the maintenance program.

Year 14 – 2024

Interior-Wet

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - a. Primer Coat: One [1] complete coat of Tnemec Series N140 Pota-Pox Epoxy or ACMUA approved equivalent shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - b. Intermediate Coat: One [1] complete coat of Tnemec Series NI40 Pota-Pox Epoxy or ACMUA approved equivalent shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - c. Finish Coat: One [1] complete finish coat of Tnemec Series NI40 Pota-Pox Epoxy or ACMUA approved equivalent shall be applied to achieve a dry film thickness of 4 to 6 mils.
 - d. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - e. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State of New Jersey.
6. Once the test results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly at the Contractor's expense. Should the testing show the waste is of a hazardous nature, it, too, shall be disposed of properly at the Contractor's expense.
7. The tank shall be sealed and made ready for service.

Maryland Avenue Elevated Tank (Caspian, between Maryland and Virginia Avenues, Atlantic City, NJ)

Year 1 – 2011

Inspection Service

1. Washout, disinfect, and inspect the tank.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

Year 2 – 2012

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

Year 3 – 2013

Exterior Lead Abatement

1. All exterior surfaces shall be abrasive blast cleaned to a “Commercial” finish, removing all existing paint, rust, dirt, mill scale, and foreign matter by the recommended methods outlined in the Society for Protective Coatings Specification, SSPC-SP No.6. Proposing firm must be a New Jersey Certified Lead Abatement Contractor.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A containment system shall be utilized to meet the emission control requirements of a Class 3A System, as specified in SSPC-Guide 6 (CON), Guide for Containing Debris Generated during Paint Removal Operations, dated December 1, 1997.
 - o A robotic sandblasting machine that meets the requirements to contain fugitive emissions may be used upon approval.
4. One (1) full primer coat of Tnemec Series Zinc 94 or ACMUA-approved equivalent zinc coating shall be applied to 100% of exterior surfaces.
5. One (1) full intermediate coat of Tnemec Series 73 epoxy or ACMUA-approved equivalent coating shall be applied to 100% of exterior surfaces.
6. One (1) full finish coat of Tnemec Series 700 or ACMUA-approved equivalent coating shall be applied to 100% of exterior surfaces.
7. Remove excess gravel and soil from the foundation and tank sidewall and grade away from the tank’s foundation.
8. Repair cracking, spalling, and paint all Concrete Foundations
9. The ACMUA shall select the color and all logos on the exterior of the tank. The exterior color scheme and design shall be repainted on the tank. The Maintenance and Asset Management Firm may submit alternate colors with the RFP. Pricing plans must show the alternate colors separate from an identical repainting.

Interior-Wet

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 “Near White” finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:

- a. Primer Coat: One [1] complete coat of Tnemec Series N140 Pota-Pox Epoxy or ACMUA-approved equivalent shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - b. Intermediate Coat: One [1] complete coat of Tnemec Series NI40 Pota-Pox Epoxy or ACMUA-approved equivalent shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - c. Finish Coat: One [1] complete finish coat of Tnemec Series NI40 Pota-Pox Epoxy or ACMUA-approved equivalent shall be applied to achieve a dry film thickness of 4 to 6 mils.
 - d. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - e. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
 5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State of New Jersey.
 6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly at the Contractor's expense. Should the testing show the waste is of a hazardous nature, it, too, shall be disposed of at the Contractor's expense.
 7. The Tank shall be sealed and made ready for service.

Repairs

1. Install Standard Ladder Gate
2. Install Access Ladder Cable Safety Climb Device
3. Install Dome Ladder Cable Safety Climb Device
4. Install New Overflow Screen
5. Replace Catwalk Railing to comply with OSHA standard
6. Install Frost Proof Roof Vent
7. Install Catwalk Drainage Holes
8. Cut Section of Access Ladder Cage off for Ladder Gate Install
9. Repair or Replace Anchor Bolts and Nuts as Needed

Year 4 – 201

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

Year 5 – 2015

Inspection Service

1. Washout, disinfect, and inspect the tank.

2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

Year 6 – 2016

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

Year 7 – 2017

Inspection Service

1. Washout or ROV Inspection on tank interior. (Determined by ACMUA)
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

Year 8 – 2018

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

Year 9 – 2019

Inspection Service

1. Washout, disinfect, and inspect the tank.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

Year 10 – 2020

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

Year 11 – 2021

Inspection Service

1. Washout or ROV Inspection on tank interior. (Determined by ACMUA)
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

Year 12 – 2022

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

Year 13 – 2023

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

Year 14 – 2024

Exterior

1. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washed to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with a rust inhibitive metal primer.
4. One (1) full intermediate coat of a Tnemec compatible Series coating shall be applied to complete exterior surfaces (100%).
5. One (1) full finish coat of a Tnemec compatible Series coating shall be applied to complete exterior surfaces (100%).
6. Paint all concrete foundations.
7. The ACMUA shall select the color and all logos on the exterior of the tanks. The exterior color scheme and design shall be repainted on the tank. The Maintenance and Asset Management Firm may submit alternate colors with the RFP. Pricing plans must show the alternate colors separate from an identical repainting.

Inspection Service

1. Washout or ROV Inspection on tank interior. (Determined by ACMUA)

2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

Year 15 – 2025

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

Year 16 – 2026

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

Year 17 – 2027

Interior-Wet

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - a. Primer Coat: One [1] complete coat of Tnemec Series N140 Pota-Pox Epoxy or ACMUA approved equivalent shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - b. Intermediate Coat: One [1] complete coat of Tnemec Series NI40 Pota-Pox Epoxy or ACMUA approved equivalent shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - c. Finish Coat: One [1] complete finish coat of Tnemec Series NI40 Pota-Pox Epoxy or ACMUA approved equivalent shall be applied to achieve a dry film thickness of 4 to 6 mils.
 - d. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - e. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as

mandated by the State of New Jersey.

6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly at the Contractor's expense. Should the testing show the waste is of a hazardous nature, it, too, shall be disposed of at the Contractor's expense.

7. The Tanks shall be sealed and made ready for service.

Treatment Plant 6 Million Gallon Standpipe (1151 North Main Street, Pleasantville, NJ)

Year 1 – 2011

Inspection Service

1. Washout, disinfect, and inspect the standpipe.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure standpipe complies with all federal and state regulations.
5. Maintain as per the maintenance program.

Year 2 – 2012

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure standpipe complies with all federal and state regulations.
5. Maintain as per the maintenance program.

Year 3 – 2013

Inspection Service

1. Washout or ROV Inspection on tank interior. (Determined by ACMUA)
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure standpipe complies with all federal and state regulations.
5. Maintain as per the maintenance program.

Year 4 – 2014

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure standpipe complies with all federal and state regulations.
5. Maintain as per the maintenance program.

Year 5 – 2015

Exterior

1. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washed to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with a rust inhibitive metal primer.
4. One (1) full intermediate coat of a Tnemec Series 73 or ACMUA-approved equivalent coating shall be applied to the complete exterior surfaces (100%) at the manufacturer's recommended thickness.
5. One (1) full finish coat of a Tnemec Series 700 or ACMUA-approved equivalent coating shall be applied to the complete exterior surfaces (100%) at the manufacturer's recommended thickness.
6. Remove excess gravel and soil from the foundation and tanks sidewall and grade away from tanks foundation.
7. Paint all Concrete Foundations
8. The ACMUA shall select the color and all logos on the exterior of the standpipe. The exterior color scheme and design shall be repainted on the tank. The Maintenance and Asset Management Firm may submit alternate colors with the RFP. Pricing plans must show the alternate colors separate from an identical repainting.

Interior-Wet

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - a. Primer Coat: One [1] complete coat of Tnemec Series N140 Pota-Pox Epoxy or ACMUA-approved equivalent shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - b. Intermediate Coat: One [1] complete coat of Tnemec Series NI40 Pota-Pox Epoxy or ACMUA-approved equivalent shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - c. Finish Coat: One [1] complete finish coat of Tnemec Series NI40 Pota-Pox Epoxy or ACMUA-approved equivalent shall be applied to achieve a dry film thickness of 4 to 6 mils.
 - d. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - e. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State of New Jersey.

6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly at the Contractor's expense. Should the testing show the waste is of a hazardous nature, it, too, shall be disposed of at the Contractor's expense.
7. The Tanks shall be sealed and made ready for service.

Other Services

Mixing System Installation

Install an active mixing system in the Tank. The particular unit that will be installed in the tank is a PAX, NSF approved, active mixing system along with its component parts. The cost of said mixing unit and installation thereof shall be part of the Contractor's submitted price for this contract.

Year 6 – 2016

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

Year 7 – 2017

Inspection Service

1. Washout, disinfect, and inspect the tank.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

Year 8 – 2018

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

Year 9 – 2019

Inspection Service

1. Washout or ROV Inspection on tank interior. (Determined by ACMUA)
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

Year 10 – 2020

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

Year 11 – 2021

Inspection Service

1. Washout, disinfect, and inspect the tank.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

Year 12 – 2022

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

Year 13 – 2023

Inspection Service

1. Washout or ROV Inspection on tank interior. (Determined by ACMUA)
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

Year 14 – 2024

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

Year 15 – 2025

Inspection Service

1. Engineering inspection and preventive maintenance.

2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

Year 16 – 2026

Exterior

1. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washed to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with a rust inhibitive metal primer.
4. One (1) full intermediate coat of a Tnemec compatible Series coating shall be applied to complete exterior surfaces (100%).
5. One (1) full finish coat of a Tnemec compatible Series coating shall be applied to complete exterior surfaces (100%).
6. Paint all concrete foundations
7. The ACMUA shall select the color and all logos on the exterior of the tanks. The exterior color scheme and design shall be repainted on the tank. The Maintenance and Asset Management Firm may submit alternate colors with the RFP. Pricing plans must show the alternate colors separate from an identical repainting.

Inspection Service

1. Washout or ROV Inspection on tank interior. (Determined by ACMUA)
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

Year 17 – 2027

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

Year 18 – 2028

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.

5. Maintain as per the maintenance program

Year 19 – 2029

Interior-Wet

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - a. Primer Coat: One [1] complete coat of Tnemec Series N140 Pota-Pox Epoxy or ACMUA-approved equivalent shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - b. Intermediate Coat: One [1] complete coat of Tnemec Series NI40 Pota-Pox Epoxy or ACMUA-approved equivalent shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - c. Finish Coat: One [1] complete finish coat of Tnemec Series NI40 Pota-Pox Epoxy or ACMUA-approved equivalent shall be applied to achieve a dry film thickness of 4 to 6 mils.
 - d. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - e. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State of New Jersey.
6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly at the Contractor's expense. Should the testing show the waste is of a hazardous nature, it, too, shall be disposed of at the Contractor's expense.
7. The tank shall be sealed and made ready for service.

Washout and visual inspection services shall continue as shown above on an alternating annual basis. Future renovations shall be scheduled based on the needs identified during the annual inspections and work performed per work outlined in years eleven and fourteen. The exterior must be, at a minimum, renovated no longer than every eleven (11) years and interiors renovated no longer than every fourteen (14) years.

Payment shall be in a lump sum, based upon the pricing proposal, after completion of all work specified for that calendar year.

INTERVIEW

The ACMUA Staff and Board of Directors reserve the right to interview any or all of the applicants submitting qualifications. Although interviews may take place, the proposal should be comprehensive and complete on its face. The ACMUA reserves the right to request clarifying information subsequent to the submission and interview.

SELECTION PROCESS

All proposals will be reviewed by Staff and Board Members of the Atlantic City Municipal Utilities Authority. Non-responsive proposals will be rejected without evaluation. For firms that satisfy the minimum requirements, the ACMUA will evaluate proposals based on the following evaluation criteria, separate or combined in some manner, and not necessarily listed in order of significance:

1. The firm's general approach to providing the services required under this RFP.
2. The firm's documented experience in successfully completing contracts of a similar size and scope to the engagement addressed by this RFP.
3. The qualifications and experience of the firm's management, supervisory or other key personnel assigned to the engagement, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the services required by this RFP.
4. The overall ability of the vendor to mobilize, undertake and successfully complete the scope of work in a timely fashion. This criterion will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the vendor to perform the services required by this RFP; the availability and commitment to the engagement of the vendor's management, supervisory and other staff proposed.
5. The financial stability and strength of the company to perform the initial renovation and subsequent work necessary to maintain and keep the tank assets in first rate condition for the duration of the agreement.

The ACMUA will select the firm it deems to be the most advantageous; price and other factors will be considered. The resulting contract will include this RFP, any clarifications or addenda thereto, the selected firm's submittal, and any changes negotiated by the parties.

PRICING PROPOSAL ABSECON BLVD TANK
ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY
ABSECON BOULEVARD PEDISPHERE TANK
Schedule of Work and Fees

| Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 |
|--|--|---|--|---|--|
| 2011 | 2012 | 2013 | 2014 | 2015 | 2016 |
| Exterior, Interior Wet, Dry Renovation Repairs Emergency Service | Visual Inspection Any Needed Repairs Emergency Service | Washout Inspection Any Needed Repairs Emergency Service | Visual Inspection Any Needed Repairs Emergency Service | Washout Inspection Any Needed Repairs Emergency Service | Visual Inspection Any Needed Repairs Emergency Service |
| \$ | \$ | \$ | \$ | \$ | \$ |

| Year 7 | Year 8 | Year 9 | Year 10 | Year 11 | Year 12 |
|---|--|---|--|---|--|
| 2017 | 2018 | 2019 | 2020 | 2021 | 2022 |
| Washout Inspection Any Needed Repairs Emergency Service | Visual Inspection Any Needed Repairs Emergency Service | Washout Inspection Any Needed Repairs Emergency Service | Visual Inspection Any Needed Repairs Emergency Service | Exterior Renovation Any Needed Repairs Emergency Service Washout Inspection | Visual Inspection Any Needed Repairs Emergency Service |
| \$ | \$ | \$ | \$ | \$ | \$ |

| Year 13 | Year 14 |
|---|---|
| 2023 | 2024 |
| Visual Inspection Any Needed Repairs Emergency Service | Interior Renovation Any Needed Repairs Emergency Service |
| \$ | \$ |

**PRICING PROPOSAL MARYLAND AVE TANK
ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY
MARYLAND AVENUE ELEVATED TANK
Schedule of Work and Fees**

| Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 |
|---|--|--|--|---|--|
| 2011 | 2012 | 2013 | 2014 | 2015 | 2016 |
| Washout Inspection Any Needed Repairs Emergency Service | Visual Inspection Any Needed Repairs Emergency Service | Exterior (lead abatement), Interior Wet, Renovation & Repairs Emergency Service | Visual Inspection Any Needed Repairs Emergency Service | Washout Inspection Any Needed Repairs Emergency Service | Visual Inspection Any Needed Repairs Emergency Service |
| \$ | \$ | \$ | \$ | \$ | \$ |

| Year 7 | Year 8 | Year 9 | Year 10 | Year 11 | Year 12 |
|---|--|---|--|---|--|
| 2017 | 2018 | 2019 | 2020 | 2021 | 2022 |
| Washout Inspection Any Needed Repairs Emergency Service | Visual Inspection Any Needed Repairs Emergency Service | Washout Inspection Any Needed Repairs Emergency Service | Visual Inspection Any Needed Repairs Emergency Service | Washout Inspection Any Needed Repairs Emergency Service | Visual Inspection Any Needed Repairs Emergency Service |
| \$ | \$ | \$ | \$ | \$ | \$ |

| Year 13 | Year 14 | Year 15 | Year 16 | Year 17 |
|--|---|--|--|--|
| 2023 | 2024 | 2025 | 2026 | 2027 |
| Visual Inspection Any Needed Repairs Emergency Service | Exterior Renovation Any Needed Repairs Emergency Service Washout Inspection | Visual Inspection Any Needed Repairs Emergency Service | Visual Inspection Any Needed Repairs Emergency Service | Interior Renovation Any Needed Repairs Emergency Service |
| \$ | \$ | \$ | \$ | \$ |

PRICING PROPOSAL STANDPIPE
ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY
WATER TREATMENT PLANT STANDPIPE
Schedule of Work and Fees

| Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 |
|---|--|---|--|--|--|---|
| 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 |
| Washout Inspection Any Needed Repairs Emergency Service | Visual Inspection Any Needed Repairs Emergency Service | Washout Inspection Any Needed Repairs Emergency Service | Visual Inspection Any Needed Repairs Emergency Service | Exterior, Interior Wet, Renovation & Repairs Emergency Service | Visual Inspection Any Needed Repairs Emergency Service | Washout Inspection Any Needed Repairs Emergency Service |
| \$ | \$ | \$ | \$ | \$ | \$ | \$ |

| Year 8 | Year 9 | Year 10 | Year 11 | Year 12 | Year 13 |
|--|---|--|---|--|---|
| 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
| Visual Inspection Any Needed Repairs Emergency Service | Washout Inspection Any Needed Repairs Emergency Service | Visual Inspection Any Needed Repairs Emergency Service | Washout Inspection Any Needed Repairs Emergency Service | Visual Inspection Any Needed Repairs Emergency Service | Washout Inspection Any Needed Repairs Emergency Service |
| \$ | \$ | \$ | \$ | \$ | \$ |

| Year 14 | Year 15 | Year 16 | Year 17 | Year 18 | Year 19 |
|--|--|--|--|--|--|
| 2024 | 2025 | 2026 | 2027 | 2028 | 2029 |
| Visual Inspection Any Needed Repairs Emergency Service | Visual Inspection Any Needed Repairs Emergency Service | Exterior Renovation Any Needed Repairs Emergency Service Washout Inspection | Visual Inspection Any Needed Repairs Emergency Service | Visual Inspection Any Needed Repairs Emergency Service | Interior Renovation Any Needed Repairs Emergency Service |
| \$ | \$ | \$ | \$ | | |

**MAINTENANCE AND ASSET MANAGEMENT FIRM
INFORMATION**

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

Email: _____

Name: _____ Title: _____

Signature: _____ Date: _____

**MAINTENANCE AND ASSET MANAGEMENT FIRM'S PROJECT MANAGER TO BE
ASSIGNED TO THIS PROJECT**

Name: _____.

Title: _____.

AFFIDAVIT

STATE OF _____

COUNTY OF _____

(Name)

Being duly sworn, deposes and says that he resides at

and that he/she is the _____
(Give Title)

of _____

who signed the above Proposal or Bid, that he/she was duly authorized to sign and that the Proposal or Bid is the true offer of the vendor, that the seal attached is the seal of the vendor and that all declarations and statements contained in the Proposal or Bid are true to the best of his/her knowledge and belief.

He/She further deposes that he/she has submitted herewith a list of names and addresses of all stockholders and/or partners owning a ten percent (10%) or greater interest therein in compliance with P.L. 1977, Chapter 33, effective March 8, 1977.

Affiant

Subscribed and sworn to me this _____ day of _____
_____, 2011

Notary Public

My Commission Expires _____

CORPORATE/PARTNERSHIP DISCLOSURE STATEMENT

CONTRACTOR SHALL SIGN AND COMPLETE THIS FORM AND SUBMIT IT WITH PROPOSAL

ALL CONTRACTORS SHALL READ AND COMPLETE THIS STATEMENT WHERE APPLICABLE, REGARDLESS OF WHETHER BIDDER IS CORPORATION, PARTNERSHIP OR SOLE PROPRIETOR.

Chapter 33 of the Public Laws of 1977 (N.J.S.A. 52:25-24.2) provides in pertinent part that no partnership or corporation shall be awarded any State, County, Municipal or School District Contract for the performance of any work or the furnishing of any materials or supplies unless prior to the receipt of the proposal, or accompanying the proposal of said partnership or corporation, there is submitted a statement containing the following information:

1. If the bidder is a partnership, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the bidder is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation own all or part of the stock of the corporation or partnership submitting the proposal, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.

CONTRACTOR MUST COMPLETE ONE OF THE FOLLOWING STATEMENTS:

1. Stockholders or Partners owning 10% or more of the company submitting proposal:

| <u>Name</u> | <u>Address</u> |
|-------------|----------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Signature: _____.

2. No Stockholder or Partner owns 10% or more of the company submitting proposal.

Signature: _____.

3. Proposal is being submitted by an Individual who operates as a sole proprietorship.

Signature: _____

**REQUIRED AFFIRMATIVE ACTION EVIDENCE
FOR PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS**

Vendors must submit a completed Affirmative Action Employee Information Report (AA302 - Pink Copy) with their proposals.

Vendors must complete the following questionnaire as part of the Proposal/Contract Package in the event that you or your firm is awarded a contract.

1. Our company has a Federal Letter of Affirmative Action Plan Approval.

YES _____ NO _____.

2. Our company has a Certificate of Employee Information Report.

YES _____ NO _____.

I certify that the above information is correct to the best of my knowledge.

Name: _____
(Please type or print)

Signature: _____

Title: _____

Date: _____

Telephone #: _____

If you answered yes for any of the questions, the required information must be included with this proposal. If you answered no to questions 1 or 2, you must acquire one and include it in the contract documents if you are awarded the contract.

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE 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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, 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 AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

AFFIRMATIVE ACTION COMPLIANCE NOTICE
AFFIRMATIVE ACTION REGULATIONS
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

The successful bidder of all procurement and service contractors will be required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of goods and services contract, one of the following three documents as forms of evidence:

- a. A photocopy of a valid letter from the U.S. Department of Labor that the vendor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter); OR
- b. A photocopy of their approved Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4; OR
- c. If the Vendor cannot present "a" or "b", the vendor is required to submit a completed Employee Information Report (Form AA302) in accordance with N.J.A.C. 17:27-4. This form can be obtained from the contracting unit during normal business hours.

The successful vendor must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment opportunity in Public Contract (Division). The Public Agency copy is submitted to the public agency, and the Contractor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1etseg and agrees to furnish the required documentation pursuant to the law.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1etseg

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

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

The contractor and the Atlantic City Municipal Utilities Authority, (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. S121 01 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.

Signature

Date

SCHEDULE OF MINORITY CONTRACTORS AND/OR SUPPLIERS

This Form is to be Completed by Bidders

| Name of Minority Business Firms and Agent's Name | Specify Type of Work to be Done | Dollar Amount of Participation (Minimum of 10% of Total Amount) |
|--|------------------------------------|--|
|--|------------------------------------|--|

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

The Atlantic City Municipal Utilities Authority requires that:

1. Minority contractors and/or suppliers are certified by the City of Atlantic City and/or the State of New Jersey.
2. Certifications and letters of interest from all firms listed above must be attached to this form.
3. THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL OR PROPOSAL.

BIDDERS SIGNATURE:

DATE: _____.

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

I, _____ of the City of _____
(Name)

in the County of _____ and the State of _____ of full age, being
duly sworn according to law on my oath depose and say that:

I am _____, a _____
(Name) (Title, Position, etc.)

in the firm of _____ the bidder

making the proposal to _____
(Name of Owner)

for work under _____
(Contract No. - Description)

and that I executed the said Proposal with full Authority to do so; that said Bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the

(Name of Owner)
relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the Contract for the said 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 commission, percentage brokerage, or contingent fee, except Bona Fide employees of the Contractor, and as may be permitted by law.

(Also print name of affiant under
signature).

Subscribed and sworn to before me this _____ day of _____ 2011

Notary Public of _____ My Commission Expires _____

INSURANCE AND INDEMNIFICATION AGREEMENT

OWNER: Atlantic City Municipal Utilities Authority

SUBCONTRACTOR: _____

EFFECTIVE DATE: _____ EXPIRATION DATE: _____

Section I – Indemnification:

To the fullest extent permitted by law, the subcontractor agrees to defend, indemnify and hold harmless the owner and their agents, servants and employees from and against any and all claims, damages, losses, costs and expenses of any kind, including but not limited to attorneys fees, incurred by reason of any liability for damage because of bodily injuries, including death resulting from such injuries, and/or property damage to real and personal property of any kind whatsoever, sustained by any person or persons, whether employees of the subcontractor or otherwise, caused by, resulting from, arising out of or occurring in connection with the performance of the work provided for in this contract, together with any change orders or additions to the work included in the contract.

The subcontractor agrees that the obligation to defend, indemnify and hold harmless, as described above, exists whether such injuries to persons or damage to property are due, or are claimed to be due, to the negligence of the owner, or the agent, servants and employees of the contractor and owner, or other subcontractors, excepting from the foregoing the sole and complete negligence of the owner.

The subcontractor agrees that the obligation to defend commences when a claim is made against the owner even if the subcontractor disputes its obligation to indemnify and hold harmless. The defense shall be provided through counsel chosen by the owner. The subcontractor agrees to pay for the defense of the owner upon demand.

Signature of authorized representative of subcontractor:

Date:

INSURANCE AND INDEMNIFICATION AGREEMENT

Section II – Insurance:

A. The contractor/subcontractor shall provide the Authority with current certificates of insurance for all coverage required by the terms of this contract, naming the Authority as an Additional Insured:

a. Coverage shall be provided in the subcontractor’s General Liability policy via the use of ISO form CG 20 10 11/85 or its equivalent, or via the use of the combination of ISO forms CG 20 10 10/93 and CG 20 37 10/01 or the equivalent.

b. Coverage for the contractor shall not be limited (e.g. not just for “general supervision”).

c. Coverage shall be provided to the owner on a primary, non-contributory basis.

d. Coverage shall include Completed Operations.

e. The subcontractor’s Umbrella policy shall become primary to the owners General Liability policy.

f. Workers Compensation and Employer’s Liability Insurance: This insurance shall be maintained in force during the life of this contract by the contractor covering all employees engaged in the performance of this contract in accordance with the applicable statute of the workers compensation law of the state of New Jersey.

B. The subcontractor’s Commercial General Liability and Umbrella policies are endorsed to reflect that the owner will be notified at least 30 days in advance in the event of cancellation (except 10 days for nonpayment).

C. The subcontractor must furnish the owner with a valid Certificate of Insurance and a copy of the applicable Additional Insured endorsement(s) when this agreement is signed.

D. Minimum insurance limits to be carried by subcontractor:

Commercial General Liability

- \$2,000,000 Products/Completed Operations Aggregate
- \$2,000,000 General Aggregate
- \$1,000,000 Any One Occurrence (Coverage A)
- \$ 500,000 Any One Person or Organization (Coverage B)

Automobile Liability (Comprehensive Coverage)

- \$1,000,000 Each Accident

Commercial Excess Liability (“Umbrella”)

- \$10,000,000 Products/Completed Operations Aggregate
- \$10,000,000 General Aggregate
- \$1,000,000 Any One Occurrence (Coverage A)
- \$ 500,000 Any One Person or Organization (Coverage B)

Workers’ Compensation

Coverage A: Statutory

Coverage B: Employers Liability

- \$1,000,000 Each Accident
- \$1,000,000 Each Employee for Injury by Disease
- \$1,000,000 Aggregate for Injury by Disease

Signature of authorized representative of subcontractor:

Date:

**Atlantic City Municipal Utilities Authority
DOCUMENT CHECKLIST**

| Required by owner | SUBMISSION REQUIREMENTS | Initial each required entry and if required submit the item |
|--------------------------|---|---|
| <input type="checkbox"/> | Non-Collusion Affidavit | □□□ |
| <input type="checkbox"/> | Proposal Form | □□ |
| <input type="checkbox"/> | References | □ |
| <input type="checkbox"/> | Status of Present Contracts | □□□ |
| <input type="checkbox"/> | Affidavit | □□□ |
| <input type="checkbox"/> | Public Works Contractor Certificate | □□□ |
| <input type="checkbox"/> | Mandatory Affirmative Action Language | □□□ |
| <input type="checkbox"/> | Prevailing Wage | □□ |
| <input type="checkbox"/> | Americans with Disabilities Act of 1990 Language | □□□ |
| <input type="checkbox"/> | Proof of Business Registration Certificate | |



Atlantic City Municipal Utilities Authority

RESOLUTION

WHEREAS, the failure historically to gain meaningful employment by the traditionally deprived has resulted in the necessity for the development of an Affirmative Action Program aimed at insuring that equal employment opportunities are offered to all regardless of race, creed, color, sex, religion or national origin.

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the Atlantic City Municipal Utilities Authority (MUA) that it is the public policy of the Authority to provide equal employment and business opportunity for all persons, partnerships, companies, and corporations and to prohibit discrimination in employment and business practices because of race, color, religion, sex, ancestry or national origin, and to promote the full realization of equal employment and business opportunity through a positive and continuing program within each department, division, agency or component of the Authority. This policy of equal employment and business opportunity shall apply to every contractor, subcontractor or bidder holding or seeking public contract with the Authority, and is intended to provide all businesses for the Authority equal opportunity to participate in the filling of the Authority non-bid purchase orders up to legal non-bid limit.

BE IT FURTHER RESOLVED, that the Authority shall establish and maintain a positive program of equal employment opportunity for all employees and applicants for employment within their jurisdiction in accordance with the policy set forth above.

BE IT FURTHER RESOLVED, that all public contracts hereinafter entered into by the Authority shall incorporate an Equal Employment Opportunity Clause which shall read as follows:

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, or national origin. The contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, ancestry or national origin. (as used herein the work "TREATED" shall mean and include, without limitation, the following: recruited, whether advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.) The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Authority setting forth the provisions of this nondiscrimination clause. The contractor shall make a good faith effort to utilize a minimum of ten percent (10%) certified minority contractors and/or suppliers.

The contractor shall, in all classifications including trainees or any contracted project with the Authority, have a working Affirmative Action Plan. No contractor having traditionally deprived employees in classifications of his/her work force shall receive a contract from the Authority unless his/her Affirmative Action Plan will actualize this goal.



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The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all applicants will receive consideration for employment without regard to race, color, religion, sex, ancestry or national origin. The contractor shall send to each labor union or representative of workers with which they have collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers representative of the contractor's commitments under the Equal Employment Opportunity Resolution of the Authority and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

It shall be no excuse for non-compliance that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer traditionally deprived persons.

The contractors shall file and shall cause their subcontractors, if any, a file compliance reports with the Authority in the form and to the extent prescribed by the Authority Compliance reports filed at such times as directed shall contain information as to the employment practices, policy, programs and statistics of the contractors and their subcontractors.

The contractor shall comply with such action with respect to any subcontractor as the Authority may direct as a means of enforcing the provisions herein, including penalties and sanctions for non-compliance.

The contractor shall include the provisions herein of this Equal Employment Opportunity Clause in every subcontractor of purchase order so that such provisions will be binding upon each subcontractor or vendor.

During hearing procedures, dealing with non-compliance, all contract payments shall be withheld and if it is determined after opportunity for hearing on the record that the contractor or subcontractor has failed to comply with any portion of the programs as herein stated and described, that finding will subject the offending party to any or all of the following penalties.

- a. Continued withholding of all future payments under the public contract to the contractor in violation, until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract.
- b. Refusal of all future bids for any public contract with the Authority or any of its departments or division until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.
- c. Cancellation of the public contract and declaration of forfeiture of the performance bond.
- d. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or that which may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions.



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BE IT FURTHER RESOLVED, that the office of the Assistance Executive Director of the Authority shall establish any and all necessary and supplemental documents that will be required to effectively implement the Authority Affirmative Action Resolution of the Authority. All notices to prospective bidders published on behalf of the Authority shall include as a part of the contract specifications, the condition that all bidders will be required to submit an affirmative action plan and to comply with the Equal Employment Opportunity Resolution regarding equal employment opportunity. All reports required herein shall be submitted in duplicate to the Authority Each bidder shall file as part of bid documents an Affirmative Action Plan for implementing the policy of this resolution, employment information reports, or other reports as may be required by the Authority The contractor must identify all of his subcontractors and must disclose where they are buying all of his supplies before approval of the subcontractors. The Contractor shall cooperate with those appropriate training agencies as designated by the Authority in providing on and off site training for persons employed in the project and shall provide on site job opportunities to basic and advanced trainees referred to them by the Authority. The total cost of the training on and off site programs, including fringe benefits and the cost of off site schooling will be paid for by the contractor. The cost of such training shall be included in the price bid.

BE IT FURTHER RESOLVED, that where construction contract exists, a project site report in a form defined by the Authority shall be completed and submitted by the contractor not more than 30 days from the beginning of work on the site, and the Authority shall conduct such periodic on site reviews as are deemed necessary. Such project site reports shall include such information as to the employment practices and statistics of the contractor and each subcontractor, and shall be in such form as the Authority may prescribe. Where the term of the contract exceeds 30 days, such project site reports shall be submitted once each 45 days, or more frequently if the Authority determines that such submittal is deemed necessary for a continuing evaluation of the work force composition. Subcontractors shall complete and submit such project site reports to the contractor for transmittal to the Authority.

BE IT FURTHER RESOLVED, that in the event specific discriminatory practices are found to exist in the administration and enforcement of this resolution in addition to the sanctions that may be imposed as provided by the terms of the contract, the Authority shall forward all pertinent information the appropriate Federal, State and local agencies.



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BE IT FURTHER RESOLVED, that in the event a contractor fails to cooperate in reaching mutually satisfactory solutions to his/her failure to comply with this resolution or to implement contract compliance agreements previously made, the Authority shall review such cases to determine:

- a. Whether further efforts of alternative approaches are desirable, depending upon the nature of the problem.

In the event the Authority determines that the contractor has violated or has failed to comply with the equal employment and business opportunity requirements of the contract, after affording such contractor a reasonable time to correct the situation and where negotiations have been of no avail, it shall make a finding under paragraph 1 of this Section, and shall transmit said findings and recommendations thereon to the Authority's Executive Director, the Contracting Agency, Law Department, and any other Agencies it may deem appropriate.

BE IT FURTHER RESOLVED, that each section and each provision or requirement of any Section of the resolution shall be considered severable, and the invalidity of any portion of this resolution shall not effect the validity or enforceability of any other portion.

BE IT FURTHER RESOLVED, that this resolution the masculine gender shall include the feminine and the singular plural.

Upon motion this Resolution was ADOPTED as Read.

JOHN J. MOONEY, VICE CHAIRMAN/SECRETARY