

# Passaic Valley Sewerage Commission



*"Protecting Public Health and the Environment"*

## REQUEST FOR PROPOSAL TO PROVIDE

### PROGRAM MANAGEMENT SERVICES

KENNETH J. LUCIANIN  
*Commissioner*

MICHAEL DeFRANCISCI  
*Executive Director*

THOMAS TUCCI, JR  
*Commissioner*

GREGORY A. TRAMONTOZZI  
*General Counsel / Acting Clerk*

**Passaic Valley Sewerage Commission  
600 Wilson Avenue  
Newark, New Jersey 07105**

December 2014



*"Protecting Public Health and the Environment"*

Passaic Valley Sewerage Commission  
600 Wilson Avenue  
Newark, New Jersey 07105

December 24, 2014

### **CLARIFICATION NO. 1**

#### **TO ALL HOLDERS OF PVSC REQUEST FOR PROPOSAL (RFP) TO PROVIDE PROGRAM MANAGEMENT SERVICES**

1. General question: Are any expected ODCs or subcontractor contracts permitted to have a mark-up applied? If yes, what is the maximum mark-up permitted? Or rather, how you like respondents to express the costs?

**Answer:** No Mark-Ups (only direct costs) may be applied to ODCs or subcontractor contracts.

2. RFP page 10 under Task 1 document review: It states that 20 days are allowed for document review. Does this duration include all items in the scope of work stated under the task - Review, draft report, assessments, presentations, final report?

**Answer:** Yes.

3. RFP page 14 under Task 3.3: It is stated that a concept design no more than a 30% is required. Would the selected Program Manager have to produce or draft drawings in addition to preparing design documents? Or would current design teams prepare the concept drawings for bid?

**Answer:** It would be the Program Manager's responsibility to produce drawings and prepare design documents using information currently available from the current design team (see CD contained in RFP). The Program Manager should develop these drawings to a 30% Design for use in defining the Scope of Work for a future RFQ/RFP to hire a design professional to complete the final design. The 30% Design should include as a minimum:

- Verification of existing conditions
- Topographic plans including boring plans
- Demolition drawings, including existing facility tie-in points
- Identification of permits and/or specialty testing required
- Preparation of design memorandum including: major design decisions, design parameters and design calculations
- Contact equipment manufacturers and include cut sheets for equipment proposed

Outline Specification that identifies the required technical sections

30% Design Documents for all required disciplines. Include plan views, sections and details.

#### Project Schedule

Phasing Plans which include maintenance of plant operation during construction (MOPO).

#### Project Cost Estimate

4. RFP page 19 under Task 3.8: It is stated that design review meetings occur at 30, 60 and 100%, but in Task 3.3 it is stated that design reviews occur at 60, 90 and 100% - could you please clarify the design review stages?

**Answer:** Design reviews occur at 30, 90 and 100%.

5. RFP page 21 under Task 4 allowance: There is a mention of specialized laboratory work. Could PVSC expand on that and explain what type of lab work would the Program Manager be expected to do? What special certifications are required?

**Answer:** Typical examples of laboratory work may include testing soil samples for contaminants, concrete testing or testing for asbestos. It is not known at this time what testing will be required, therefore this requirement was included as an allowance.

6. RFP page 23 under XIII contract period: The PM contract is to last initially for 2 years, then it could be subject to amendments. The text goes on to say that the total time duration and cost linked to time should be based upon the full program duration. This could mean up to 7 years for work relating to the Flood Wall, and 6 years for the Power Plant. Preparing costs linked to the duration includes considering escalation in hourly rates, and the estimate will have to include costs for up to 7 years. Is this the intention of the PVSC? Or, does the PVSC want to see a cost estimate based upon a 2 year contract?

**Answer:** The cost proposal is to be based on **7 years**. The proposal may include annual adjustments to salary rates, once per year, beginning in year 3. Annual rate adjustments should not be greater than the "Engineer's Pay Index of the U.S. Bureau of Labor Statistics -Employment Cost Index ("ECI") for Professional Specialty and Technical Workers Wages and Salaries" or 3% per year whichever is less.

7. RFP page 24 under XIV Costs requests Attachment C and Attachment D to include hourly rates and costs. Are expenses like travel to be included in the hourly rate? How would you like such costs expressed?

**Answer:** Travel expenses will be reimbursed under Task 4.

**RFP Revision:** Within Section VIII, Task 4, on page 22 of 32, delete:

“Task 4 does not include travel expenses. Travel expenses shall be included in the overall project cost.”

8. RFP page 26 under XIXC the work hours for the site are stated as 8:15 a.m. to 4:15 p.m. This equates to a 7-hour work day. Our normal work day is 8 hours for salaried staff. Do we need to adjust our estimate based upon a 7-hour work day?

**Answer:** No. Estimates should be based on an eight (8) hour work day.

9. Does an updated COI need to be included with RFP if already submitted with SOQ?  
Same for Attachment A if already submitted with SOQ?

**Answer:** If there has been a change to, or if there is a new Conflict of Interest that was not present at the time of the SOQ, it should be identified. The Insurance Certificate shall be submitted satisfying the requirements outlined in the RFP, Section II.

**END OF CLARIFICATION NO. 1**

**Note:**

This Clarification is issued for the purpose of amending the requirements of the RFP for Program Manager Services and is hereby made part of the said RFP to the same extent as though it were originally included therein. Please complete ATTACHMENT B, ACKNOWLEDGEMENT OF RECEIPT OF CLARIFICATIONS, of the RFP and submit with your proposal.



*"Protecting Public Health and the Environment"*

Passaic Valley Sewerage Commission  
600 Wilson Avenue  
Newark, New Jersey 07105

December 30, 2014

## **CLARIFICATION NO. 2**

### **TO ALL HOLDERS OF PVSC REQUEST FOR PROPOSAL (RFP) TO PROVIDE PROGRAM MANAGEMENT SERVICES**

In response to requests to extend the deadline for responses to the RFP for Program Management Services, the deadline has been revised to **January 16, 2015, at 11:00 am EST**. Please note the following changes to the RFP:

On Page 2 of 32, replace the third (3<sup>rd</sup>) paragraph with the following:

"The original and five copies of the proposal must be received at PVSC's Warehouse Building, 600 Wilson Avenue, Newark, New Jersey 07105 (the "Warehouse Building") on or before **January 16, 2015 at 11:00 am EST**. All proposals must be submitted in the form required as set forth herein. No late submissions will be accepted. All properly submitted proposals will be opened on **January 16, 2015, at 11:00 am EST** in the PVSC Training Room at the Warehouse Building. At that time and place, the sealed proposals will be publicly opened, announced and recorded."

On Page 22 of 32, Section IX, **PROPOSAL SUBMISSION REQUIREMENTS**, replace the first (1st) paragraph with the following:

"All proposals in response to this request shall be addressed to Michael DeFrancisci, Executive Director, Passaic Valley Sewerage Commission, and delivered not later than **11:00 am EST on January 16, 2014**. The original and five (5) copies of the proposal will be required. (Note: SOQ on record, not required to be resubmitted)."

## **END OF CLARIFICATION NO. 2**

### **Note:**

This Clarification is issued for the purpose of amending the requirements of the RFP for Program Manager Services and is hereby made part of the said RFP to the same extent as though it were originally included therein. Please complete ATTACHMENT B, ACKNOWLEDGEMENT OF RECEIPT OF CLARIFICATIONS, of the RFP and submit with your proposal.



*"Protecting Public Health and the Environment"*

Passaic Valley Sewerage Commission  
600 Wilson Avenue  
Newark, New Jersey 07105

January 5, 2015

### **CLARIFICATION NO. 3**

#### **TO ALL HOLDERS OF PVSC REQUEST FOR PROPOSAL (RFP) TO PROVIDE PROGRAM MANAGEMENT SERVICES**

1. Question – Under sub task 3.2 (page 14) the costs for the trailer and utilities is to be paid for under a separate allowance. Please clarify if the costs are included in allowance items under Tasks 4 through 7, or, will they be under a separate allowance not stated in the RFP?

**Answer:** The costs of the trailer and utilities will be paid for under a separate allowance not stated in the RFP. These costs should not be included in your proposal.

2. Question - Will the trailer be available for the Program Manager to use at Notice To Proceed (NTP) or will there be a temporary location available until the trailer space is available? If the space is not available at NTP, when does PVSC anticipate the WITCO land and trailer being available to the Program Manager?

**Answer:** An existing trailer will be available for the Program Manager to use temporarily upon NTP. This existing trailer will be used until the Program Manager's trailer is available at the WITCO property. The time frame for the WITCO property will be based on the completion of Subtask 3.2 – Staging Plan and Program Field Office.

3. Question – For the Program Manager's trailer, is there an internet provider that PVSC can recommend or have a particular preference in using?

**Answer:** Internet access will be provided at no cost through the PVSC internal network.

4. Question – Can you furnish a copy of PVSC's standard boilerplate contract terms and conditions?

**Answer:** See Clarification 3 Attachment.

### **END OF CLARIFICATION NO. 3**

#### **Note:**

This Clarification is issued for the purpose of amending the requirements of the RFP for Program Manager Services and is hereby made part of the said RFP to the same extent as though it were originally included therein. Please complete ATTACHMENT B, ACKNOWLEDGEMENT OF RECEIPT OF CLARIFICATIONS, of the RFP and submit with your proposal.

**AGREEMENT BETWEEN  
PASSAIC VALLEY SEWERAGE COMMISSION  
AND**



PVSC Executive Directive No. [REDACTED]  
Dated: March 20, 2014

**THIS AGREEMENT** is made as of March 20, 2014, by and between:

**PASSAIC VALLEY SEWERAGE COMMISSION**  
600 Wilson Avenue  
Newark, New Jersey 07105  
(hereinafter, "PVSC")

and



**WHEREAS**, the Passaic Valley Sewerage Commission owns and operates a 330 MGD secondary wastewater treatment facility located in Newark, New Jersey. In the early 1980's, PVSC underwent a major expansion, at which time most of the facility's process treatment equipment was installed and placed in service; and

**WHEREAS**, the 140-acre facility contains more than one mile of 15-foot-wide utility tunnels in which most of the electrical distribution cables are located; and

**WHEREAS**, in the wake of Superstorm Sandy, many of PVSC's facilities suffered extensive damage due to flood waters that submerged electrical equipment and distribution cables located in basements, equipment galleries, underground duct banks and utility tunnels.; and

**WHEREAS**, on January 31, 2014, PVSC issued an RFQ/RFP seeking qualifications and proposals for Design Services and Design Services During Construction Services necessary for the replacement of the electric feeder cables that were damaged during Superstorm Sandy; and

**WHEREAS**, six (6) proposals were received on February 28, 2014, with Consultant having a responsive proposal to the requirements of the RFQ/RFP based on PVSC's ranking



qualifications and the fact that Consultant's proposal was the lowest qualified proposal with a cost in the amount of [REDACTED] and

**WHEREAS**, Consultant, in response to the RFQ/RFP issued by PVSC on January 31, 2014, submitted a proposal dated February 28, 2014, with a cover letter dated February 28, 2014, signed by [REDACTED] to provide consulting engineering services with respect to, among other things, the Design Services and Design Services During Construction necessary for the replacement of the electric feeder cables (the "Proposal"); and

**WHEREAS**, PVSC approved the Proposal as is set forth in Executive Directive No. [REDACTED] [REDACTED] dated March 20, 2014 (Exhibit A); and

**WHEREAS**, Consultant is willing and able to provide the services contained in the Proposal, as evidenced by Consultant's February 28, 2014, letter (Exhibit B).

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, it is hereby agreed between the parties as follows:

**I. CONSULTANT'S SERVICES**

A. Description of Consultant's Services. Consultant shall provide the services described in PVSC Executive Directive No. [REDACTED], dated March 20, 2014 (Exhibit A), Consultant's Proposal, dated February 28, 2014, and incorporated herein as Exhibit B, and the RFQ/RFP. In the event of any conflict between the Consultant's proposal and the RFQ/RFP, the RFQ/RFP shall take precedence and shall bind the parties.

B. Changes in Consultant's Personnel. Consultant shall not make changes in personnel or subconsultants without the prior written permission of PVSC.

C. Consultant's Work Product. At the conclusion of the work performed hereunder, Consultant shall return to PVSC, without further charge or payment, all data, drawings and other

documents, including, but not limited to, all underlying calculations, computations, and studies, which documents shall become the property of PVSC. Consultant may retain copies of all work and documents for its records. Consultant does not assume liability for reuse of data, drawings and other documents by PVSC or others for any purpose other than the purpose intended in this Agreement.

## II. METHOD OF PAYMENT

A. Fees. PVSC shall pay Consultant for services performed in connection herewith, in accordance with this Agreement, the provisions contained in the Proposal and PVSC Executive Directive No. [REDACTED], dated March 20, 2014, in an amount not to exceed [REDACTED]

B. Method of Payment. Consultant shall submit monthly invoices for services rendered. PVSC shall make payments within forty (40) days after receipt of each such invoice. Invoices must be received at least twenty-four (24) days prior to the published dates of the PVSC meetings in order for payment to be made within forty (40) days.

C. Disputes. In the event of a disputed or contested billing, PVSC shall withhold only that portion so contested and PVSC shall pay the undisputed portion. No interest shall accrue on any unpaid balance.

## III. INSURANCE

Consultant shall procure and maintain, at Consultant's own cost, throughout the duration of the project from inception through completion insurance as follows:

- |   |                               |
|---|-------------------------------|
| a. Statutory Workers' Compensation Insurance in compliance with the laws of the State of New Jersey | \$500,000/\$500,000/\$500,000 |
| Employers Liability Coverage in the amount of   | \$1,000,000                   |

b.	Comprehensive General Liability and Bodily Injury, including death	\$1,000,000 each occurrence
	Combined Single Limit	\$1,000,000 each occurrence
c.	Comprehensive Automobile Liability, Bodily Injury, Property Damage	\$1,000,000 each occurrence
	Combined Single Limit	\$1,000,000 each occurrence
d.	Professional Liability	\$1,000,000 per claim and annual aggregate

PVSC and its commissioners, officers, directors, employees, and agents shall be named as additional insureds on the Comprehensive General Liability and Comprehensive Automobile Liability policies. Consultant shall provide evidence of same in the form of certified endorsements specifically naming PVSC and its commissioners, officers, directors, employees, and agents as additional insureds. The submission of a Certificate of Insurance will not serve as adequate proof that PVSC and its commissioners, officers, directors, employees, and agents have been named as additional insureds.

Each insurance policy shall contain a provision stating that neither Consultant nor the insurer may cancel, materially change, or refuse renewal without a minimum thirty (30) days' prior written notice to PVSC. In the event of cancellation due to non-payment of premiums, said notice shall be given at least ten (10) days prior to cancellation. All insurance required pursuant to this section shall remain in full force and effect until final contract payment.

Each insurance policy shall provide that neither Consultant nor its insurer shall have any right to subrogation against PVSC. Any and all policies of insurance maintained by Consultant

shall be primary and without contribution from any insurance procured, carried, and/or maintained by PVSC.

In the event Consultant is permitted to utilize any subconsultant, Consultant shall require the subconsultant's insurance coverage to be at least equal to the requirements set forth above, including, without limitation, the provisions regarding the naming of additional insureds and Consultant's insurance being primary. In the alternative, Consultant may insure the activities of its subconsultants under its own policies. Consultant is responsible for and will assume all liabilities for any insurance deficiency or delinquency of a subcontractor or any claim that may result because of the deficiency or delinquency.

#### **IV. INDEMNIFICATION**

Consultant shall, at all times, indemnify and keep indemnified PVSC, its employees, agents, successors and assigns and hold and save them harmless from and against any and all liability for damages, loss, costs, charges and expenses of whatever kind or nature, including but not limited to, court costs, reasonable attorney's fees and reasonable expert fees, for all claims for which PVSC, its employees, agents, successors, and assigns shall or may at any time sustain or incur by reason of or in consequence of, any negligence or any wrongful act or omission, whether intentional or unintentional, of Consultant, its agents, employees, successors or assigns, arising out of Consultant's performance under this Agreement, and will pay over, reimburse and make good to PVSC, its employees, agents, successor or assigns, all money, including, but not limited to, court costs and reasonable attorney's fees, which PVSC, its employees, agents, successors or assigns shall pay, or cause to be paid or become liable to pay by reason or in consequence of any negligence or any wrongful act or omission, whether intentional or unintentional, of Consultant, its agents, employees, successors or assigns, arising out of

Consultant's performance of this Agreement, or in connection with any litigation, investigation or other matters connected therewith.

The failure of Consultant to obtain, maintain, or pay for any insurance coverage as will insure the provisions of this Agreement and/or the failure of Consultant's insurance carrier to provide insurance coverage shall not relieve Consultant of its indemnification obligations.

#### **V. PENALTIES AND FINES**

In the event PVSC is penalized by any governmental authority, including but not limited to the Environmental Protection Agency (EPA) and/or the New Jersey Department of Environmental Protection (NJDEP), due to an act or omission by Consultant, Consultant shall be solely responsible for same, and shall reimburse PVSC for same within ten (10) days of receiving notice on a dollar for dollar basis. Any monies paid by Consultant pursuant to this provision shall not relieve Consultant of liability to PVSC for damages sustained by PVSC by virtue of any other provision of this Agreement.

#### **VI. NEW JERSEY LAW**

This Agreement shall be construed under the laws of the State of New Jersey. No suit concerning this Agreement shall be instituted in any jurisdiction other than the State of New Jersey.

## **VII. CHANGES**

PVSC may, at any time, by written order, make changes in the services or work to be performed within the general scope of this Agreement. If such changes cause an increase or decrease in Consultant's cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly.

## **VIII. SUSPENSION OR ABANDONMENT**

If PVSC suspends or abandons all or any portion of the work to be performed under this Agreement, and PVSC provides at least thirty (30) days' prior written notice thereof, this Agreement shall be terminated as to the part suspended or abandoned, and all plans, documents, and completed and partially completed work required by this Agreement shall become and remain the property of PVSC. In the event that PVSC suspends or abandons the work to be performed under this Agreement, PVSC shall make payment to Consultant for all reasonable and necessary costs that Consultant incurs, but in no event shall PVSC make payment for damages and/or anticipated profits.

## **IX. TERMINATION OF AGREEMENT**

A. Termination For Cause. If Consultant, for any cause whatsoever within its control, shall fail or refuse to complete the work or any portion thereof to be performed under this Agreement within the time prescribed herein, or should violate any of the terms, conditions or covenants of this Agreement and fail to remedy such violation within thirty (30) days after receiving written notice thereof from PVSC, PVSC shall have the right to cancel this Agreement.

B. Termination Without Cause. PVSC, in its sole discretion, may terminate this Agreement at any time by giving Consultant thirty (30) days' notice thereof.

C. Return of Property. If PVSC shall terminate this Agreement, all data, documents, and completed and partially completed work in connection with this Agreement shall become and remain the property of PVSC upon payment to Consultant for all work deemed satisfactory to PVSC, including costs and overhead expenses incurred up to the termination date, but in no event shall PVSC make payment for damages and/or anticipated profits.

D. Non-Waiver. If PVSC elects to terminate this Agreement, said termination will be without prejudice to PVSC's right to pursue any other remedies in law or in equity, including PVSC's right to proceed against Consultant for breach of contract.

#### **X. SUCCESSORS AND ASSIGNS**

Consultant shall neither assign its rights nor delegate its duties under this Agreement or any of the payments becoming due hereunder without the prior written consent of PVSC. Notwithstanding the foregoing, all agreements and covenants herein contained shall extend to and be binding upon the successors and assigns of Consultant and PVSC, it being understood however that no contractual relationship shall exist between PVSC and any Consultant subcontractors consented to by PVSC. Any assignment or delegation by Consultant in violation of this section shall be void.

#### **XI. AFFIRMATIVE ACTION**

Consultant agrees to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27.1, et seq.). The mandatory language which is more specifically set forth in Exhibit C and

applicable regulations promulgated by the Treasurer of the State of New Jersey pursuant thereto are hereby incorporated herein by reference and made part of this Agreement.

## **XII. CERTIFICATE OF AUTHORIZATION**

If Consultant is a corporation, other than a professional corporation established pursuant to N.J.S.A. 14A:17-1, et seq., and will be offering or practicing professional consulting services in New Jersey as part of this Agreement, it shall, upon execution of this Agreement, provide a Certificate of Authorization in compliance with N.J.S.A. 45:8-56. Further, Consultant shall be responsible for complying with all statutory requirements of N.J.S.A. 45:8-27, et seq. (including N.J.S.A. 45:8-56), as they apply to Consultant, and any of Consultant's subcontractors and/or successors and assigns.

## **XIII. BUSINESS REGISTRATION CERTIFICATE**

Consultant shall comply with the requirements of the Business Registration Law, N.J.S.A. 52:32-44 (P.L. 2004, c. 57). Consultant shall provide a copy of its business registration to PVSC upon execution of this Agreement. Consultant, as a contractor of PVSC, agrees to the following mandatory language:

N.J.S.A. 52:32-44 (P.L. 2004, c. 57) (Business Registration Law) amends and supplements the business registration provisions of N.J.S.A. 52:32-44, which impose certain requirements upon a business competing for, or entering into, a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.), or the Public School Contracts Law (N.J.S.A. 18A:18A-1, et seq.)

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

Before final payment on the contract is made by the contracting agency, the contractor must submit to the contracting agency an accurate list and the proof of business registration of all subcontractors or suppliers used in the fulfillment of the contract, or shall attest that no subcontractors or suppliers were used;



For the term of the contract, the contractor and each of its affiliates and subcontractors of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1, et seq.) on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a proof of business registration as required pursuant to the Business Registration Law, N.J.S.A. 52:32-44, or that provides false business registration information, shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency.

**XIV. PUBLIC LAW 2005, C. 51 (FORMERLY EXECUTIVE ORDER NO. 134)**

A. Requirements. In order to safeguard the integrity of New Jersey State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Public Law 2005, c. 51, signed into law March 22, 2005 (hereinafter, "Chapter 51"), the Certification and Disclosure Form in Exhibit D, and the Statement of Ownership in Exhibit E have been completed and executed and are attached hereto. The terms and conditions set forth in this Section are material terms.

B. Definitions. For the purpose of this Agreement, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (N.J.S.A. 19:44A-1, et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1, et seq. Contributions in excess of \$300 during a reporting period are deemed "reportable" under these laws as of January 1, 2005, for all contracts awarded in excess of \$17,500.00 after October 15, 2006.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person’s spouse or child, residing in the same household.

C. Breach of Terms of Chapter 51 Deemed Breach of Contract. It shall be a breach of the terms of this Agreement for the Business Entity to (i) make or solicit a contribution in violation of Chapter 51, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or selected by the business entity itself, would subject that entity to the restrictions of Chapter 51; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of Chapter 51; or (viii) directly or indirectly through or

by any other person or means, do any act which would subject that entity to the restrictions of Chapter 51.

D. Continuing Disclosure. The business entity is required, on a continuing basis, to report any contributions it makes during the term of this contract, and any extension(s) thereof, at the time any such contribution is made. A separate disclosure is required for each person or organization defined above as a business entity. Such disclosure shall be submitted to PVSC using the standard certification and disclosure form on the Department of Treasury, Division of Purchase and Property website:

<http://www.state.nj.us/treasury/purchase/execorder134.htm>.

E. Consultant's Obligations. This Agreement is not intended to recite verbatim Consultant's obligations under Chapter 51 (N.J.S.A. 19:44A-20.13 to -20.25). Questions regarding the interpretation or application of Public Law 2005, Chapter 51 may be directed to the New Jersey Department of Treasury, Division of Purchase and Property website:

<http://www.state.nj.us/treasury/purchase/execorder134.htm>.

#### **XV. CLAUSES REQUIRED BY LAW**

All clauses required to be included in this Agreement, pursuant to the provisions of federal or state law or regulation, are hereby incorporated by reference and shall apply to this Agreement as if set forth at length herein.

#### **XVI. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but the several counterparts shall constitute one and the same instrument.

**XVII. INCORPORATION OF RECITALS**

The recital paragraphs and Exhibits attached hereto are incorporated herein by reference as if set forth at length herein.

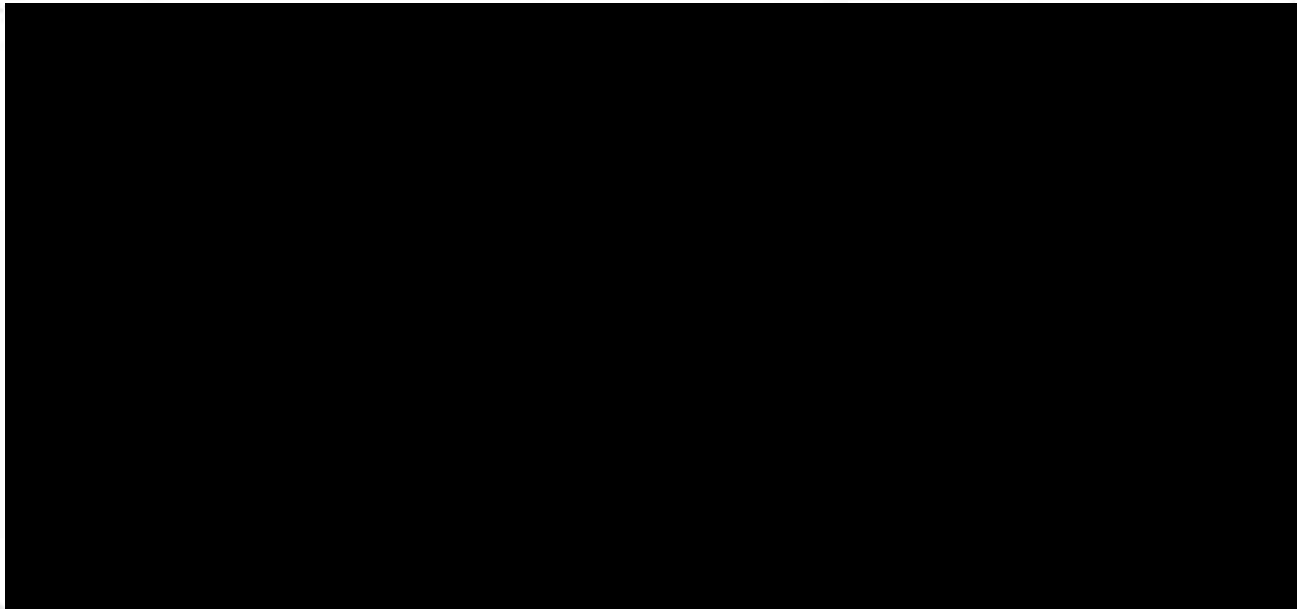
**XVIII. COMPLETE AGREEMENT**

This Agreement (consisting of pages 1-13 inclusive), together with Exhibits A through F, represents the entire understanding and agreement between PVSC and Consultant for services pertaining to the project and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement and the Exhibits attached hereto may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both PVSC and Consultant.

**IN WITNESS WHEREOF**, PVSC and Consultant, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

Attest:

PASSAIC VALLEY SEWERAGE COMMISSIONERS



**REQUEST FOR PROPOSAL  
TO  
PROVIDE**

**PROGRAM MANAGEMENT SERVICES**

Notice is hereby given that the Passaic Valley Sewerage Commission (“PVSC”), City of Newark, County of Essex, State of New Jersey, will accept sealed proposals for professional services, not subject to public bidding pursuant to N.J.S.A. 40A:11-5, for consideration for providing **PROGRAM MANAGEMENT SERVICES**.

All Respondents must strictly comply with the submission requirements set forth herein.

The original and five copies of the proposal must be received at PVSC’s Warehouse Building, 600 Wilson Avenue, Newark, New Jersey 07105 (the “Warehouse Building”) on or before **January 9, 2015 at 11:00 am EST**. All proposals must be submitted in the form required as set forth herein. No late submissions will be accepted. All properly submitted Request for Proposals will be opened on **January 9, 2015, at 11:00 am EST** in the PVSC Training Room at the Warehouse Building. At that time and place, the sealed Request for Proposals will be publicly opened, announced and recorded.

## GLOSSARY

The following definitions shall apply to and are used in this Request for Proposal:

“Pre-Qualified Respondent” - refers to a Respondent who, in the sole judgment of PVSC, has satisfied the pre-qualification criteria set forth in the Request for Statements of Qualifications.

“Selected Respondent” - refers to a Respondent who, in the sole judgment of PVSC, has satisfied the criteria set forth in this Request for Proposal for Program Management Services.

“SOQ” - refers to the Statements of Qualifications, including any amendments thereof or supplements thereto.

“RFP” - refers to this Request for Proposal for Program Management Services, limited to only Respondents pre-qualified relative to the Request for Statements of Qualifications.

“Services” - refers to the services to be provided by the Selected Respondent(s) for Program Management Services in accordance with the provisions of this Request for Proposal and the contract to be prepared by PVSC.

## I. INTENT

PVSC is requesting proposals from Pre-Qualified Professional Service Firms to provide **Program Management (PM) Services** described in this Request for Proposal (“RFP”). The Pre-Qualified Respondents will be requested to submit a detailed PM proposal. PVSC anticipates that the PM services will be part of an initial two (2) year agreement with the potential for amendments of additional services as they are defined for the duration of the Program. PVSC reserves the right to commence, close, reduce, or extend the services at any time in response to changing needs.

The Selected Respondent shall provide competent personnel to assist the PVSC in the following areas: Administration and implementation of Superstorm Sandy related repairs in accordance with Federal Emergency Management Agency (“FEMA”) guidelines in order to restore the plant to a reliable state of operation. The Selected Respondents will work closely with PVSC and FEMA/Witt O’Brien’s, LLC (“Witt”), representatives to provide technical support and overall project management for FEMA related repairs and mitigation efforts. The Selected Respondent will provide management of all contractors, including subcontractors and professional service contractors, specifically engaged to perform work identified for the FEMA recovery effort. The Selected Respondent will report directly to the PVSC Chief Engineer. PVSC will be the signatory on all executed contracts derived from the PM services.

The Selected Respondent shall also provide Program Administration and Controls, Engineering and Planning (including scheduling and cost estimating), and Construction Delivery (including inspection and materials testing).

The Selected Respondent may also be called upon to provide other related as-needed program management tasks during the term of the Agreement. Such services may include specialized services at the discretion of PVSC.

The Pre-Qualified Respondents to this Request for Proposal have proven expertise with water and wastewater program management and extensive experience developing and managing complex water and wastewater capital improvement programs that include wastewater treatment projects for public agencies. The Pre-Qualified Respondents shall also have experience administering and managing projects in accordance with FEMA guidelines.

Sealed proposals will be received and opened at the times, dates and place set forth in the notice attached at page two hereof.

The Evaluation Criteria articulated herein at *Section VI* for the selection of **PROGRAM MANAGEMENT SERVICES** provider have been specifically approved by PVSC. Those criteria and the other requirements herein are intended to be non-restrictive for the purpose of obtaining participation of qualified professionals and uniformity in the manner of submission of RFP’s.

Pursuant to N.J.S.A. 58:14-1, *et seq.*, PVSC shall be the sole judge concerning the criteria set forth herein and the merits of the proposals submitted as well as the sole judge of the benefits to PVSC represented by the submissions pursuant to this Request For Proposal. PVSC reserves the right to select the RFP's that it believes will serve the best interest of the PVSC pursuant to N.J.S.A. 58:14-1 *et seq.*

Copies of this Request for Proposal and any associated reference documents may be obtained from the following PVSC representative:

Thomas Fuscaldo, Purchasing Agent  
Passaic Valley Sewerage Commission  
600 Wilson Avenue  
Newark, NJ 07105  
Phone: (973) 817-5702  
Email: [tfuscaldo@pvsc.nj.gov](mailto:tfuscaldo@pvsc.nj.gov)

## II. INSURANCE

This Request, Solicitation and Invitation for Proposal is for the appointment of a professional with PVSC or a position for which there is a bidding exemption under the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.* Each Respondent should have the following insurance coverage at a minimum:

1. Statutory Workers' Compensation Insurance in compliance with the laws of the State of New Jersey \$500,000 / \$500,000 / \$500,000 and Employers Liability Coverage in the amount of \$1,000,000.
2. Comprehensive General Liability and Bodily Injury Insurance including death \$1,000,000 each occurrence. Combined Single Limit of \$1,000,000 for each occurrence.
3. Comprehensive Automobile Liability, Bodily Injury, Property Damage Insurance \$1,000,000 each occurrence. Combined Single Limit \$1,000,000 each occurrence.
4. Professional Liability Insurance for \$5,000,000 per claim and annual aggregate.

Attached hereto at *Attachment A* is the Certification of Insurance. The Certification must be executed and documents attached thereto by the Respondent to the extent that the Respondent believes that the attachment of such documents provides proof of insurance for appropriate purposes. Declaration pages shall be attached showing current coverages. During the term of the contract, it shall be the responsibility of the Respondent/professional to provide PVSC with additional declaration pages of insurance in compliance with this paragraph showing current coverage when any insurance policy expires. Submission of proof of the required insurance coverage in the form of a certificate or certificates of



insurance is a continuing condition precedent to service by the professional that receives the appointment.

### **III. DOCUMENTS OR ACKNOWLEDGEMENTS SUBMITTED WITH REQUEST FOR STATEMENT OF QUALIFICATIONS**

The following is a list of required documents or acknowledgements that were previously submitted with the Request for Statement of Qualifications. These documents or acknowledgements are not required to be re-submitted with the proposal.

#### **A. New Jersey State Law Requirements**

1. Public Law 2005, Chapter 51, formerly EXECUTIVE ORDER No. 134 (2004)
  - a. Disclosure of Political Contributions
  - b. Statement of Ownership
2. Public Law 1975, Chapter 127 (N.J.A.C. 17:27-1.1 et seq.) the New Jersey Affirmative Action Rules.
  - a. Mandatory Equal Opportunity Language
3. Proof of New Jersey Business Registration
4. N.J.S.A. 52:32-58, et seq.
  - a. Certification on the Disclosure of Investment Activities in Iran
5. N.J.S.A. 52:15C-14(d), et seq.
  - a. Acknowledge the New Jersey Office of the State Comptroller Authority to Audit or Review Contract Records for a period of five (5) years.
6. Public Law 2013, Chapter 37 (N.J.S.A 52:15D-1 et seq. the Integrity Oversight Monitor Act
  - a. Acknowledge requirement to ensure that proper internal controls are in place such that projects are in compliance with the requirements of the Integrity Oversight Monitor Act.
7. Statement of Ownership, Notice for Corporations and Partnerships

#### **B. Other Documents**

1. Disclosure of Existing FEMA Contracts
2. Conflict of Interest Certification
3. Certification of Correct and Accurate Information

#### **IV. NOTICE TO ALL STATE VENDORS: SET -OFF FOR STATE TAX**

Please be advised that, pursuant to L. 1995, c. 159, effective January 1, 1996 and codified at N.J.S.A. 54:49-19 and N.J.S.A. 54:49-20, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's, partner's or shareholder's share of the payment of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off.

The Division of Taxation may initiate procedures to set off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the contract payment due to a vendor by the amount of that vendor's state tax indebtedness or, in the case of a vendor-partnership or vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S Corporation, respectively.  
N.J.A.C. 18:2-8.3.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within ninety (90) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 54:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L. 1987, c. 184 (N.J.S.A. 52:32-35) shall be stayed.

#### **V. QUALIFICATIONS**

Your firm(s) has been pre-qualified as part of the Request for SOQ's to provide Program Management services to PVSC. Each Pre-Qualified Respondent will be asked to submit a proposal as outlined in the Scope of Services in this RFP. The Scope of Services was developed for evaluation purposes. Actual work scope and cost may differ based on program development. The Selected Respondent shall be required to execute a two (2) year contract (renewable) with PVSC to provide PM services. The Selected Respondent ("Program Manager" or "PM") shall develop an established program budget cost that will be drawn against based on the rate sheets provided.

## VI. PROFESSIONAL EVALUATION AND RANKING METHODOLOGY

### a. General Evaluation Criteria

The factors PVSC will use as part of the evaluation may include, but are not limited to, the following:

1. The Respondent's Statement of Qualification (SOQ) (previously submitted).
2. The Respondent's Technical Approach, including a detailed description of the proposed technical approach to be taken for the performance of the required services for each task in the Scope of Services, and a schedule for completion of these tasks. Factors addressed in your technical approach shall include, but are not limited to, your proposed methodology and strategy for performing the services. As part of your technical approach, prepare a staffing analysis for performance of each task in the Scope of Services, using the format shown in Attachment C, Summary of Total Man Days Estimate. Include name, title and hourly rate of the individuals proposed to perform each of the tasks identified as well as the number of hours required to complete each task.
3. The Respondent's Management Approach, including a detailed description of the proposed management approach for performance of the required services, what will be accomplished in the first ninety (90) days of the contract. The description should include activities, milestones, accomplishments and deliverables. Factors addressed in your management approach shall include, but are not limited to: your proposed organizational structure for delivery of the contemplated services including the method of integrating the Respondent's personnel into the PVSC organization; your proposed strategic approach to ensuring the quality and timeliness of the required work products; and your proposed approach to keeping the client apprised of the project status. Describe the challenges the Respondent may expect when working as a closely integrated team and describe methods to manage these issues. Describe the physically strategic decisions that will need to be made in developing the program. Identify what efforts will be considered to encourage MBE/WBE participation within the overall program. Describe methods to define and measure success at program/project levels.

Indicate how you will assure commitment to the Program of these key personnel and your plan for providing equally qualified personnel in the event a key person becomes unavailable during the progress of the work. Notwithstanding the aforementioned required plan, it is expected that key personnel submitted under the Request for SOQ will be committed to this assignment for its duration. The PM shall not remove or replace its Program Director, Project Manager or any other key personnel, as identified by PVSC, without the written consent of PVSC and PVSC will not consent until the PM has proffered a candidate with equal credentials to that of the previous key person, acceptable to PVSC.

4. The Respondent's Summary of Total Man Days Estimate (Attachment "C") including Summary of Total Project Cost (Attachment "D").

Selection of the Respondent will be made on a competitive basis that places great weight on the previously submitted Statement of Qualifications (SOQ) and technical/management approach, as described within the RFP, with less emphasis on the compensation proposal.

Scheduled interviews with Respondents may be required by the PVSC. Interviews may or may not become part of the overall criteria for evaluation.

**Note: A site walk-thru visit is available on request and can be arranged by calling Michael Dox at (973) 817-5987.**

## VII. BACKGROUND

The Passaic Valley Sewerage Commission owns and operates a 330 million-gallon-per-day ("mgd") secondary wastewater treatment facility located in Newark, New Jersey. In the early 1980's, PVSC underwent a major expansion at which time most of the facility's process treatment equipment was installed and placed in service.

In the wake of Superstorm Sandy, the treatment plant was flooded by millions of gallons of combined bay water, rain and wastewater. At one point, a four-foot wall of water overwhelmed the plant, destroying buildings, flooding the plant's underground substructure, washing away vehicles, short-circuiting automated systems, and demolishing critical equipment.

PVSC has retained the services of Witt O'Brien's, LLC ("Witt"), to assist with the damage assessment and preparation of 46 FEMA Project Worksheet's ("PW's") with a total value of approximately \$110 million. In addition, Witt assisted PVSC with the preparation of a \$250 million FEMA 406 mitigation project for the construction of a flood wall, storm water pumping stations and 30 MW standby power generation facility.

The services of the PM shall consist of providing expert professional program and project management and related support services for the Program during its planning phase. As part of this effort, the PM shall validate and expand upon prior studies to ensure a sound understanding of the Program to date and to develop a practicable plan to move forward. The PM shall be responsible for all disciplines required to complete the scope of work, and ensure all efforts are in compliance with federal funding guidelines.

The PVSC personnel will be integrated into the program, the PM will augment PVSC staff during peak construction demands to execute FEMA recovery efforts. Once the PM has transitioned out of the program, a highly trained PVSC staff will use the tools developed as part of the program to continue to manage the future treatment plant infrastructure improvements.

The PM will work closely with PVSC and FEMA/Witt O'Brien's representatives to provide technical support and overall project management for FEMA related repairs and mitigation efforts. The PM will provide management of all contractors, including subcontractors and professional service contractors, specifically engaged to perform work identified for the FEMA recovery effort. The PM will report directly to the PVSC Chief Engineer. The PM services will be part of an initial two (2) year agreement with the potential for amendments of additional services as they are defined for the duration of the Program. PVSC reserves the right to commence, close, reduce, or extend the services at any time in response to changing needs. PVSC will be the signatory on all executed contracts derived from the PM services.

The Program Manager shall be required to coordinate and work with stakeholders both internal and external to PVSC, including but not limited to other PMs, local and federal agencies, the design manager and, the Construction Manager, as required.

**Note: Once selected, a PM shall be excluded from providing detail design services, executing contracts and approving change orders. Consultants currently providing design services will not be precluded from being selected for PM services.**

## **VIII. SCOPE OF SERVICES**

The proposal will be based on a **core work scope for the construction of a flood wall, storm water pumping stations and 30 MW standby power generation facility** as outlined below. The core work scope will be used for evaluation purposes. Actual work may include additional FEMA projects as previously outlined within the Request for Statement of Qualifications that would be billed based on the rate sheets submitted in your proposal for the actual effort required. The proposer shall prepare a program based on information provided and general knowledge of the workings of PVSC.

The Respondent shall supply and include in its costs all personnel, sub-consultants, and all services to complete the work in accordance with the Scope of Services. All notes, calculations, studies and computer documents generated for this project shall be the property of PVSC and turned over to PVSC at the conclusion of the project. The Respondent is to include time on site to conduct any necessary investigations or interviews and meet with PVSC as outlined in the Scope of Services. The PM shall provide PVSC with monthly progress reports and conduct progress meetings as outlined.

### **Task 1 – Document Review (20 days)**

Subtask 1.1 - Review the studies and reports previously completed for the construction of a flood wall, storm water pumping stations and 30 MW standby power generation facility, as listed in Section XVII, and provide a written draft summary of your findings, such as adequacy of work

completed to provide sufficient resiliency to maintain treatment plant operations during extended power outages, 500 year storm events, 500 year flood events, storm surge similar to that experienced during Super Storm Sandy and also for resiliency to climate change. The summary shall also include changes since date of report delivery and additional work to be completed. The Project Manager shall provide a formal presentation to brief PVSC's Executive Management of work completed which shall include all findings, costs and recommendations. The Project Manager shall revise the draft report, as may be appropriate, in response to PVSC's comments. After acceptance the Project Manager shall provide five (5) copiers of the final report.

## **Task 2 - Program Development** (90 days)

### Subtask 2.1 – Program Management Plan

Establish the Program Management Plan (PMP). The PMP shall be the primary source of information for how the project will be planned, executed, monitored, controlled, and closed out. In accordance with industry standards, the PMP shall include, but not be limited to plans for the following items:

- Team's vision and mission statement
- Staffing plan and organizational structure
- Resources management (Team's scope, roles and responsibilities. This should include personnel from the PM's organization as well as PVSC, Witt personnel and key stakeholders.) (Integrated approach)
- Communications Management (Internal and External - PVSC, Comptroller, Witt, NJDEP, etc.)
- Project management plan
- Scope management
- Schedule management
- Document Management Plan. Describe the set-up, coordination and integration of overall system to provide the structure and procedures necessary to improve program management performance and controls. Includes selection of computer information/document management system
- Compliance Management
- Change Management

- Financial management plan with controls (In anticipation of Independent FEMA/State Audit)
- Health and Safety plan (Engineers/Contractors)
- Integrity Oversight and Monitoring Plan in accordance with the requirements of **Integrity Oversight Monitor Act, P.L.2013, Chapter 37 (N.J.S.A. 52:15D-1 et seq.)**.
- Quality Management Plan (contract/RFP boilerplate, forms, RFI's, CO, Drafting and Technical Standards, etc.)
- Permit Management Plan
- Public information and Stakeholder Management
- Risk Management (Contractor Insurance Requirements, Owner Controlled Insurance Program, Dispute Review Boards, etc.)
- Procurement Management
- Continued Operation and Permit Management (Title V Air Permit, Environmental Reviews, Historic presentation, Wet Lands Delineation, LSRP Coordination, noise generation, etc.)
- FEMA Reimbursement Plan (engineers, contractors, etc.)
- Other tasks Respondent deems necessary for successful program

#### Subtask 2.2 - Program Scope

Perform constructability reviews, value engineering, existing condition assessment, functionality, permit feasibility, financial feasibility, operability and define Scope of Work for the construction of a flood wall, Stormwater Pump Stations and 30 MW standby power generation facility projects. Determine whether projects can be constructed as outlined and identify any additional work missing from scope. Anticipate working with Witt Associates to prepare revised Scope and a quantity of four (4) FEMA Amendments.

#### Subtask 2.3 – Schedule and Budget

Define program implementation timeline and budgetary costs including construction costs as well as PM and engineering costs. Budgetary costs will be drawn against based on rate sheets for actual effort required.

#### Subtask 2.4 – Information Management and Document Control System

Fully operational computer system that provides: Security, Document Management, Business Process Management, Project Tracking and Controls, Construction Management, Reports and Dashboards with Searching. **The cost of the computer software program will be paid for under Task 5 - Information and Document Management System Allowance.**

#### Subtask 2.5 – Meetings

The PM shall attend a minimum of four (4) meetings, at PVSC facility to review documentation, organization structure, review PVSC's needs, and coordination of Information and Document Management System.

#### Subtask 2.6- Deliverables

The PM shall furnish a draft report and provide a formal presentation to brief PVSC's Executive Management of the work completed which shall include:

- Program Management Plan (PMP)
- Program Scope with Constructability review and recommendations
- Costs and Timeline
- Information Management and Document Control System

The PM shall revise the draft report as may be appropriate, in response to PVSC's comments. After acceptance of the revised draft report, the PM shall provide five (5) copies of the final report.

Once the PM receives approval, but prior to proceeding to the next phase, they must establish and implement all the policies, procedures, program controls, QA/QC manuals, technical standard manuals, costs and budgets, information management and document control computer systems and FEMA procedures as outlined in PMP. These systems and procedures will define the programs path moving forward.

#### **Task 3 - Implementation** (Power Plant - 6 Years, Flood Wall - 7 years, Stormwater Pump Stations – 1.5 Years)

The implementation phase shall utilize the protocols, procedures, standards and controls developed as part of the PMP in order to construct the Flood Wall, Stormwater Pump Stations and 30 MW Power Plant as outlined below:

##### Subtask 3.1 - Program Management Training/Workshop



Provide Program Management training/ workshop sessions and training materials to PVSC personnel. The training shall include an overview of the PMP plan, project management procedures and computer information management and document control systems. Include the cost of training twenty (20) personnel at the PVSC computer training center.

#### Subtask 3.2 – Staging Plan and Program Field Office

Prepare staging plan and establish PM field office at the PVSC WITCO property. The PVSC has prepared the WITCO property with a temporary surface in anticipation of 150 parking spaces including the construction of a separate entrance ramp and security guardhouse. All contractors will be required to park at the WITCO property.

The PM shall establish the following:

- Program Managers field office – anticipate provisions for four (4) PM staff members including general conference room and utilities. The cost for the rental, furnishings and supplies for the field trailer will be paid for under a separate allowance.
- Staging plan shall show location plan for the twenty (20) construction trailers and contractor storage areas. Staging shall address break, lunch and general cleanup and sanitary areas.
- Site utilities including: water, lighting and main electric service. Utilities shall be designed in anticipation of twenty (20) construction trailers. The main electric service shall be provided with separate meters for each trailer. Power shall be obtained from PSE&G utility pole on Doremus Ave. Sanitary service will be provided by holding tank on each trailer.
- The PM shall prepare a publicly advertised contract to establish site utilities of water, lighting and main electric service including any general staging requirements. Each contractor will be responsible to provide their own construction trailer and the cost of maintenance and utilities for the trailer.

#### Subtask 3.3 - Developmental Services

PM shall include the oversight and all the prerequisite activities necessary to bring the Flood Wall, Stormwater Pump Stations and Power Plant to a bid ready point for public advertisement. Each project shall be a separate construction contract. Developmental services shall include but not be limited to:

- Provide technical assistance, develop conceptual design documents with technical report to be used with RFQ/RFP's to aide in defining scope of work for Flood Wall and Power Plant. Develop contracting strategies and construction phasing plans in order to provide un-interrupted service within PVSC. Conceptual design should not exceed a typical 30% design submission.
- Issue RFQ/RFP's to procure the services of design professionals to prepare contract documents for the Flood Wall, Stormwater Pumping Stations and Power Plant. The RFQ/RFP scope shall include: Design Services, Design Services During Construction (DSDC) and Resident Engineering (RE) services for each project for the duration of the construction contract. The PM shall also include the cost to prepare two (2) additional RFQ/RFP's for additional work required as part of developmental stage of Flood Wall and Power Plant (utility surveying, boring, third party pile inspection, testing services, etc.)
- Manage, monitor, track and guide the design professionals in the preparation of contract documents in order to deliver designs within projected schedules. Include design reviews at 60%, 90% & 100% submissions. PVSC will be an integral part of the design reviews. Maintain an electronic library of all reports, specifications, drawings, etc.
- Perform permit reviews and modifications as necessary. The cost of permit modifications and reviews will be paid for under Task 7, Specialty Consultant Allowance.
- Evaluate and recommend contracting strategies for the most efficient way to construct the Power Plant. Evaluation shall include the advantages / disadvantage to the following methods of constructing the Power Plant:
  - design-bid-construct
  - design-build
  - Design-prequalify contractors-construct
- Provide monthly updated costs, budgets and schedules based on design developments.

- Evaluate and provide recommendations on operational/business strategies for the Power Plant. Evaluation shall include the advantages/disadvantages to the following strategies that may include:
  - owner - operate & maintain
  - 3rd party – operate, maintain & manage electricity/gas commodity
  - Combination owner /3rd party - operate/maintain
- Issue bid documents for public advertisement, compile bidders questions, issue clarifications / addendum, receive bids, perform bid evaluations including recommendations for award and issue notice to proceed to the contractors.

#### Subtask 3.4 - Project Management of Design Professionals and Contractors

The PM shall include the Project Management of all the design and construction activities necessary to ensure that the Flood Wall, Stormwater Pumping Stations and Power Plant are each completed within the contracted cost and schedule and that they meet the given performance standards. The design professionals retained from the RFQ/RFP's will be responsible for the design services during construction (DSDC) and resident engineering (RE) services for each project. The PM will be responsible for oversight of these professionals. Project Management services will commence upon issuing notice to proceed to the contractor through the successful start-up, testing and commissioning of each project. Project Management services shall include but not be limited to:

- Implement all procedures established as part of PMP for the Project Management of the design professionals and contractors activities. Maintain and Update the Project Management plan on an as needed basis.
- Provide project management training/workshops to the design professionals. These workshops shall be used to train and brief all design professionals on the procedures established as part of the PMP. Design professionals shall be trained in the use of the Information and Document Management Systems.
- Provide Document Controls including storing, tracking and expediting the shop drawing review process through the use of the approved software program.

- Conduct and participate in project kick-off and progress meetings with the project teams. Prepare agendas and record all minutes of meetings. Quantity of meetings are as outlined in subtask 3.5.
- Provide project Control functions including, but not limited to, schedule and financial tracking through the use of approved software program. Provide program support services, including but not limited to drafting documents, managing change orders, payment requests, assisting with contract negotiations, and providing various contract administration functions as needed.
- Assist PVSC in identifying Program/project level staffing resources requirements.
- Provide oversight and management of the program design professionals. Design professionals will be responsible for DSDC and resident engineering services. PM is responsible for oversight and management in accordance with standards of PMP.
- Monitor and report on a monthly basis the Program consultant and contractor staff performance, comparing the approved Program Management Plan versus the recommended corrective action, when required.
- Update and review actual and forecasted project costs and schedules on a monthly basis and prepare a monthly report.
- Prepare monthly status reports addressing accomplishments, issues, schedules, budgets including corrective actions, if required.
- Assist in the negotiations, tracking and expediting of contract change orders. Assume fifteen (15) change orders.
- Brief the PVSC program team, and others as required on a regular basis as specified in Subtask 3.8.
- Provide project testing, commissioning and start-up services. Preparation of start-up and testing plans for each project.
- Provide training and system O&M manuals. Prepare training plans and coordinate training for each project. O&M manuals shall include standard operating procedures, vendor's specific materials and maintenance procedures for each project. All documentation shall be

provided as an electronic O&M manual, also include five (5) hard copies for each project. Manuals shall be in compliance with NJDEP Regulation N.J.A.C. 7:14A-6.12.

- Provide health, safety and site specific coordination/ communications. Health and safety audits shall be conducted on a weekly basis.
- Provide and coordinate integrity oversight monitoring. Provide monthly integrity oversight reports.

#### Subtask 3.5 – Commissioning, Startup, Testing and Training

The Respondent shall coordinate with the design professionals and contractors to prepare training protocols and schedules for the commissioning, startup, testing and training of the contract supplied equipment as follows:

- Training shall include hands on instruction in the proper operation, maintenance & troubleshooting of supplied equipment and systems.
- Include a comprehensive facility start-up plan including a step by step description of how equipment, system or processes, and entire facility will be commissioned. The PM shall coordinate this plan with PVSC, the design professionals, and contractor.
- Include the coordination of system Operation and Maintenance (O&M) manuals and Standard Operating Procedures (SOPs) developed by contractors and design professional to ensure they meet the requirements of N.J.A.C. 7:17A-6.12.

#### Subtask – 3.6 – Project Closeout

The Respondent shall provide any necessary assistance in closing out the construction contracts including but not limited to:

- Preparation and oversight of project closeout punch list
- FEMA/ NJEIT supporting closeout documentation, including final inspection documentation checklist
- Expedite FEMA reimbursement payments
- As-built drawings, submittals
- O&M manuals/ Instruction manuals and SOPs

- Schedules
- Guarantees
- Notice of Final Acceptance
- Distribution and categorizing of electronic documentation

#### Subtask 3.7 – Post Construction Assistance

To ensure the continued performance of constructed projects the Respondent shall include the following post construction assistance:

- Additional training of PVSC staff to operate and maintain project equipment and systems. Assume three (3) additional training sessions of twenty (20) people for the Power Plant.
- Additional training of PVSC's staff on the Title V operating, testing and record keeping requirements for the Power Plant. Assume two (2) days of training for ten (10) people.
- Additional training of PVSC staff on the operation and maintenance of the Stormwater Pump Stations equipment and systems. Assume three (3) additional training sessions of twenty (20) people.
- Assist in developing procedures for control of operation and maintenance of, and record keeping for project equipment and systems.
- Assist in the identification and correction of contract defects during the warranty periods and make recommendations as to replacement or correction of defective work. Prepare documentation to track warranty claims.

#### Subtask 3.8 – Meetings and General Project Team Coordination

The Respondent shall include all the necessary engineering disciplines and/or specialties as necessary **for the duration** of the program to attend meetings with PVSC, FEMA representatives, design professionals, contractors and other project related meetings for each construction contract. The Respondent shall prepare agenda, record meeting minutes and distribute copies to attendees. Meetings shall include:

- Weekly executive coordination meetings with internal and external project stakeholders.

- Design review meetings (30%, 60%, 100%).
- Prebid and Project kick-off Meetings.
- Monthly Project Management meetings
- Daily logistics meetings with contractors to coordinate equipment shutdowns.
- Weekly health and safety coordination meetings.
- Local and state stakeholder's coordination and public outreach as outlined in subtask 3.10. Meetings will typically be held at the PVSC offices at 600 Wilson Ave, Newark, NJ 07105.

#### Subtask 3.9 – Funding and FEMA Reimbursement

The Respondent shall include the necessary services to maximize and monitor the available funds to implement the program. This includes integrity oversight to ensure complete compliance with FEMA reimbursement procedures to avoid deobligation of FEMA funds, including the identification of other funding sources as appropriate. Funding and FEMA reimbursement services shall include but not be limited to:

- Updating the Financial Management Plan including controls and monthly reporting in anticipation of independent FEMA/State audit.
- Updating the FEMA reimbursement plan including reporting requirements to support FEMA funding. Including disbursement /reimbursement requests and payment schedules with justifications based on progress for design professionals and contractors. Anticipate using NJEM grants program.
- Preparation of monthly and quarterly reports as maybe required by FEMA/NJEIT for the administering of any grant funds awarded to the program.
- Other than monitoring, updating, reporting and requesting reimbursement of Funding other costs associated with Administration of PVSC Funding Requirements shall be reimbursed under Task VI.

#### Subtask 3.10 – Local and State Stakeholders Coordination and Public Outreach

Prepare for and participate in meetings with project stakeholders and interested public entities. Preparation shall include the creation of necessary presentations including meeting minutes within two (2) days

following any project stakeholder meeting. Anticipate four (4) project stakeholder meetings per year over the course of the project. Establish a Citizen's Advisory Group (CAG) that includes interested stakeholders. Participants should include, but are not necessary limited to:

- Ironbound Community Corp.
- NY/NJ Baykeeper and the Hackensack Riverkeeper
- State and local community interest groups and local business improvement districts;
- Industry peer groups;
- City of Newark and respective departments;
- State of New Jersey and all respective departments (this is separate from Project Planning and Permitting meetings);
- NJ Department of Environmental Protection, and the State Historic Preservation Office.

Create and maintain a public information website to provide interested stakeholders current project information regarding schedules, environmental and quality of life impacts due to construction related activities. Provide website updates on a monthly basis over the course of the projects' planning, design and construction.

#### **Task 4 – Other Direct Costs and Out-of-Pocket Expenses**

Other Direct Costs and Out-of-Pocket Expenses authorized by the PVSC essential for the performance of the Project Work, and not included in the Contractor's overhead, to be paid at cost to the Contractor with no additional provisions for the overhead and profit, in a total Not-to-Exceed \$50,000.00 and which may include the following items:

- Printing and reproduction of reports, special forms, or stationery for the services under this contract.
- Mailing and shipping charges directly related to the project.
- Specialized expenses including laboratory work.
- Miscellaneous out-of-pocket costs authorized and approved for the Project.



- Task 4 does not include travel expenses. Travel expenses shall be included in the overall project cost.

#### **Task 5 – Information and Document Management System Allowance**

The Respondent shall include in his proposal an allowance of \$500,000 to cover costs associated with the purchase, 3<sup>rd</sup> party support and license upgrades of the Information and Document Management System. The cost of reimbursement shall be based on actual cost of software, 3<sup>rd</sup> party support and license upgrades with no additional provisions for overhead and profit. PVSC shall be licensed holder of software.

#### **Task 6 – Administration of PVSC Funding Requirements**

The Respondent shall include in his proposal an allowance of \$40,000 to cover costs associated with the administration services associated with the NJEIT Funding and FEMA Hazard Mitigation Grant Program (HMGP). The Respondent shall be reimbursed based on an hourly rate for providing administrative assistance of NJEIT and HMGP funding requirements.

#### **Task 7 – Specialty Consultant Allowance**

The Respondent shall be reimbursed based on an hourly rate for providing Specialty Consultant Services to review and modify permits based on an allowance of \$100,000.00.

### **IX. PROPOSAL SUBMISSION REQUIREMENTS**

All RFP's in response to this request shall be addressed to Michael DeFrancisci, Executive Director, Passaic Valley Sewerage Commission, and delivered not later than **11:00 am EST on January 9, 2014**. The original and five (5) copies of the RFP will be required. (Note: SOQ on record, not required to be resubmitted).

Submittals should not exceed thirty (30) pages in length, excluding the production of forms and other documents which may be required. Each submittal should focus on the individual PM team members and how they will respond to the anticipated Scope of Services.

The RFP shall include, as a minimum, the following information:

Cover letter  
Executive Summary

All information to demonstrate compliance with professional evaluation and ranking methodology Section VI of this RFP. (Note: SOQ is on record and is not required to be resubmitted).

Acknowledgement of Receipt of Clarifications

Schedule

Summary of Total Man Days Estimate (Attachment "C")

Summary of Total Project Cost (Attachment "D")

Rate sheets for all potential PM services. Include rates for other potential services required.

Each section shall be separated with labeled tabs.

Proposal may also contain any other information that the Respondent believes will help demonstrate the Respondents qualifications relative to the evaluation criteria. However, exclusive of required forms and documents associated with required forms, the proposal shall be limited to 30 pages.

#### **X. FURTHER INFORMATION**

Further information may be obtained by calling **John Rotolo, Chief Engineer, at (973) 817-5962** or via email at [jrotolo@pvsc.nj.gov](mailto:jrotolo@pvsc.nj.gov).

#### **XI. COMPUTER INTERNET COMMUNICATION**

Following the Notice To Proceed, the Selected Respondent shall set up either a computer Internet based system for the transfer of computer files to and from the PVSC via an e-mail or Internet connection. All reports shall be produced in the latest version of MS Word for Windows. All spreadsheets shall be produced using the latest version of MS Excel for Windows, and all drawings shall be produced in the latest version of AutoCAD. All documentation shall be turned over to PVSC in the latest electronic (AutoCAD, Word, Excel) format.

#### **XII. SCHEDULES**

The Respondent shall submit with its proposal a detailed schedule for all services to be provided for the duration of the Tasks listed in the Scope of Services.

#### **XIII. CONTRACT PERIOD**

PVSC anticipates that the PM services will be part of an initial two (2) year agreement with the potential for amendments of additional services as they are defined for the duration of the Program as listed in the project Scope of Services. PVSC reserves the right to commence, close, reduce, or extend the services at any time in response to changing needs pursuant to law. For this Proposal the Respondent shall include the **total time duration** to complete the program as **outlined in the Scope of Services**.

#### **XIV. COSTS**

The Respondent shall supply and include in its costs all personnel, sub-consultants, and all services to complete the work in accordance with the Scope of Service for the total duration of the project. Attached hereto at Attachment “C” is the Summary of Total Man Days Estimate and Attachment “D” Summary of Total Project Cost. In addition, submit **Rate Sheet** for all potential PM services. Rate sheet will be used as basis of future payments based on program developed.

#### **XV. PROPOSAL FORM**

All RFP’s submitted in response to the within Request for Proposal shall utilize the form of correspondence on **page 27** hereof as the cover sheet of such RFP. There shall be attached to said letter/cover sheet succeeding pages setting forth your RFP responses. Your RFP must follow the format set forth and include a schedule for all services to be provided. In order for your RFP to meet the requirements of the Request, Solicitation and Invitation, the form of correspondence set forth herein below shall be fully completed and executed. Attachments A through D, set forth in the appendix, shall be completed and originally executed. Failure to attach required documents is cause for disqualification.

All erasures and/or changes to the original documentation submitted must be initialed by the individual making modifications to the RFP. Use separate and additional pages to respond specifically to each Section, specifically *Section VI Professional Evaluation and Ranking Methodology* hereof, which sets forth the criteria that PVSC will utilize in evaluating your RFP and determining the selection of the **PROGRAM MANAGEMENT SERVICES** provider. In the event that the RFP is being submitted as a Joint Venture (JV), the first page of the RFP, in the cover letter set forth on **page 27**, shall also recite the name of the joint partner(s).

#### **XVI. ACKNOWLEDGEMENT OF CLARIFICATIONS**

The Acknowledgement of Receipt of Clarifications form serves as a Respondent’s acknowledgement of the receipt of clarifications which may have been distributed prior to the request for proposal submission deadline.

Attached hereto at Attachment B is the Acknowledgement of Receipt of Clarifications form. This form must be executed and documents attached thereto by the Respondent.

Note: Question will be accepted up to five (5) days prior to the RFP return due date.

#### **XVII. INFORMATION AND MATERIALS PROVIDED BY PVSC (CD PROVIDED) THAT INCLUDES:**

- a. Cultural Resources
- b. Environmental Impact Assessment
- c. Feasibility Study Standby Power Generation Facility with Drawings

- d. HMP DEP Multi Permit - Floodwall - Pump Station and Power Plant Drawings
- e. HMP Federal Consistency
- f. Man Day Estimate and Project Cost Excel Spreadsheets
- g. PVSC LOI Documents

**XVIII. NOTICE OF EXECUTIVE ORDER 125 REQUIREMENT FOR POSTING OF WINNING PROPOSAL AND CONTRACT DOCUMENTS**

Pursuant to Executive Order No. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller (“OSC”) is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at:

<http://nj.gov/comptroller/sandytransparency/contracts/sandy/>.

The contract resulting from this RFP is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the RFP, the winning bidder’s proposal and other related contract documents for the above contract on the Sandy Transparency website.

In submitting its proposal, a bidder may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal and/ or factual basis to assert that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning bidder accordingly. The State will not honor any attempt by a winning bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the winning bidder’s assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

**XIX. CONDITIONS AND PRECAUTIONS**

**A. General**

Immediately inform PVSC of any unsafe condition discovered at any time during the course of this work.

PVSC operations shall always have priority over any and all of the PM's operations.

**B. Work Areas**

Limit work to the areas necessary for the performance of such services and do not interfere with the operation of the facility without first obtaining specific approval from PVSC.

During all periods of time when not performing operations at the work site, store all equipment being used for the inspection in areas designated by PVSC and provide all security required for such equipment.

Do not permit any objects or pieces of equipment to lie unattended on sidewalks, roadways or structures at any time.

**C. Work Hours**

Perform work between the hours of 8:15 A.M. and 4:15 P.M., Monday through Friday, unless otherwise directed by PVSC. In any case, no work shall be performed at the site on a legal holiday of the State of New Jersey unless given prior authorization.

## **APPENDIX**

Date:

Mr. Michael DeFrancisci  
Executive Director  
Passaic Valley Sewerage Commission  
600 Wilson Avenue  
Newark, New Jersey 07105

Dear Mr. DeFrancisci:

The undersigned hereby submits the enclosed proposals for the position of **PROGRAM MANAGEMENT SERVICES** provider.

The undersigned hereby undertakes and promises that the information contained in this RFP is correct and accurate to the best of my personal knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Type or Print Full Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Telephone Number

JOINT VENTURE PARTNER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Type or Print Full Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Telephone Number

**ATTACHMENT A**

**CERTIFICATION OF INSURANCE**

I HEREBY CERTIFY THAT MY OFFICE/FIRM/COMPANY CARRIES INSURANCE ADEQUATE TO COVER PASSAIC VALLEY SEWERAGE COMMISSION ("PVSC") AND PROTECT PVSC FOR ANY ERROR OR OMISSION BY THE UNDERSIGNED THAT CREATES LIABILITY TO PVSC. THIS INCLUDES ERRORS AND OMISSIONS POLICY AND ANY OTHER TYPE OF POLICY WHATSOEVER THAT CAN BE UTILIZED TO PROTECT THE INTERESTS OF PVSC. I HAVE ATTACHED HERETO COPIES OF THE DECLARATION PAGES OF EACH SUCH POLICY THAT I ASSERT DOES OR CAN PROTECT ANY ERROR, OMISSION OR ACTIVITY IN WHICH I OR ANYONE FROM MY OFFICE/FIRM/COMPANY MIGHT ENGAGE ON BEHALF OF PVSC.

I FURTHER CERTIFY THAT THE POLICIES OF INSURANCE THAT ARE CARRIED BY MY OFFICE/FIRM/COMPANY SHALL CONTINUE TO BE CARRIED DURING THE ENTIRE TERM OF MY APPOINTMENT AS **PROGRAM MANAGEMENT SERVICES** PROVIDER, IN THE EVENT THAT MY OFFICE/FIRM/COMPANY IS SELECTED TO SERVE IN THAT CAPACITY. IN THE EVENT THAT THE DECLARATIONS PAGE(S) SUBMITTED HEREWITH SHOWS THE POLICY OR POLICIES OF INSURANCE WILL LAPSE DURING THE COURSE OF THE TERM OF MY APPOINTMENT, I WILL PROVIDE TO PVSC A COPY OF THE RENEWAL POLICY DECLARATION PAGE. I FURTHER CERTIFY THAT THE RENEWED POLICY SHALL HAVE THE SAME OR GREATER LIMITS OF LIABILITY AS THE ONE PROVIDED FOR THE BEGINNING OF MY OFFICE'S/FIRM'S/COMPANY'S APPOINTMENT.

CERTIFYING OFFICIAL: NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



**ATTACHMENT B**

**ACKNOWLEDGEMENT OF RECEIPT OF CLARIFICATIONS**

The undersigned Respondent hereby acknowledges receipt of the following clarifications to the RFP. By indicating date of receipt, Respondent acknowledges the submitted proposal takes into account the provisions of the issued clarification. Note that PVSC's record of clarification issued shall take precedence and that failure to include provisions of changes in proposal may be submit for rejection of the proposal.

**PROFESSIONAL SERVICES FOR  
PROGRAM MANAGEMENT SERVICES**

**Directions: Complete Part I or Part II, whichever is applicable**

**PART I: LISTED BELOW ARE THE DATES OF ISSUE FOR EACH CLARIFICATION RECEIVED IN CONNECTION WITH THIS REQUEST FOR PROPOSAL:**

CLARIFICATION #1, DATED \_\_\_\_\_ , \_\_\_\_\_  
CLARIFICATION #2, DATED \_\_\_\_\_ , \_\_\_\_\_  
CLARIFICATION #3, DATED \_\_\_\_\_ , \_\_\_\_\_  
CLARIFICATION #4, DATED \_\_\_\_\_ , \_\_\_\_\_

**PART II: \_\_\_ NO CLARIFICATION WAS RECEIVED IN CONNECTION WITH THIS REQUEST FOR PROPOSAL.**

**DATE:** \_\_\_\_\_

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

**ATTACHMENT C**

**SUMMARY OF TOTAL MAN DAYS ESTIMATE**

Description of Work	TITLE	STAFF NAME	HOURLY RATE	Estimate of Man Days		
				Principal	Program Manager	
<b>TASK 1 - Document Review</b>						
1.1 Review Studies and Reports						
SUBTOTALS						
<b>Task 2 - Program Development</b>						
2.1 Program Management Plan						
2.2 Program Scope						
2.3 Schedule and Budget						
2.4 Information Management and Document Control System						
2.5 Meetings						
2.6 Deliverables						
SUBTOTALS						
<b>Task 3 - Implementation</b>						
3.1 Program Management Training/Workshop						
3.2 Staging Plan and Program Field Office						
3.3 Developmental Services						
3.4 Project Management of Design Professionals and Contractors						
3.5 Commissioning, Startup, Testing and Training						
3.6 Project Closeout						
3.7 Post Construction Assistance						
3.8 Meetings and General Project Team Coordination						
3.9 Funding and FEMA Reimbursement						
3.10 Local and State Stakeholders Coordination and Public Outreach						
SUBTOTALS						
				TOTAL MAN DAY ESTIMATE		

Note: Insert additional proposed staff to meet Scope of Services as outlined in RFP.

**ATTACHMENT D**

**SUMMARY OF TOTAL PROJECT COST**

Description of Work	TITLE STAFF NAME HOURLY RATE	Estimate of Labor Costs	
		Principal	Program Manager
<b>TASK 1 - Document Review</b>			
1.1 Review Studies and Reports			
SUBTOTALS			
<b>Task 2 - Program Development</b>			
2.1 Program Management Plan			
2.2 Program Scope			
2.3 Schedule and Budget			
2.4 Information Management and Document Control System			
2.5 Meetings			
2.6 Deliverables			
SUBTOTALS			
<b>Task 3 - Implementation</b>			
3.1 Program Management Training/Workshop			
3.2 Staging Plan and Program Field Office			
3.3 Developmental Services			
3.4 Project Management of Design Professionals and Contractors			
3.5 Commissioning, Startup, Testing and Training			
3.6 Project Closeout			
3.7 Post Construction Assistance			
3.8 Meetings and General Project Team Coordination			
3.9 Funding and FEMA Reimbursement			
3.10 Local and State Stakeholders Coordination and Public Outreach			
SUBTOTALS			
			<b>TOTAL LABOR COST</b>

Note: Insert additional proposed staff to meet Scope of Services as outlined in RFP.

Summary of Costs	Description	Cost
Task 1 - Document Review		
Task 2 - Program Development		
Task 3 - Implementation		
Task 4 - Other Direct Costs and Out-of-Pocket Expenses		\$50,000
Task 5 - Information Documentation Management System Allowance		\$500,000
Task 6 - Administration of PVSC Funding Requirements		\$40,000
Task 7 - Specialty Consultant Allowance		\$100,000
<b>TOTAL PROJECT COST</b>		



*"Protecting Public Health and the Environment"*

Passaic Valley Sewerage Commission  
600 Wilson Avenue  
Newark, New Jersey 07105

December 24, 2014

### **CLARIFICATION NO. 1**

#### **TO ALL HOLDERS OF PVSC REQUEST FOR PROPOSAL (RFP) TO PROVIDE PROGRAM MANAGEMENT SERVICES**

1. General question: Are any expected ODCs or subcontractor contracts permitted to have a mark-up applied? If yes, what is the maximum mark-up permitted? Or rather, how you like respondents to express the costs?

**Answer:** No Mark-Ups (only direct costs) may be applied to ODCs or subcontractor contracts.

2. RFP page 10 under Task 1 document review: It states that 20 days are allowed for document review. Does this duration include all items in the scope of work stated under the task - Review, draft report, assessments, presentations, final report?

**Answer:** Yes.

3. RFP page 14 under Task 3.3: It is stated that a concept design no more than a 30% is required. Would the selected Program Manager have to produce or draft drawings in addition to preparing design documents? Or would current design teams prepare the concept drawings for bid?

**Answer:** It would be the Program Manager's responsibility to produce drawings and prepare design documents using information currently available from the current design team (see CD contained in RFP). The Program Manager should develop these drawings to a 30% Design for use in defining the Scope of Work for a future RFQ/RFP to hire a design professional to complete the final design. The 30% Design should include as a minimum:

- Verification of existing conditions
- Topographic plans including boring plans
- Demolition drawings, including existing facility tie-in points
- Identification of permits and/or specialty testing required
- Preparation of design memorandum including: major design decisions, design parameters and design calculations
- Contact equipment manufacturers and include cut sheets for equipment proposed

Outline Specification that identifies the required technical sections

30% Design Documents for all required disciplines. Include plan views, sections and details.

#### Project Schedule

Phasing Plans which include maintenance of plant operation during construction (MOPO).

#### Project Cost Estimate

4. RFP page 19 under Task 3.8: It is stated that design review meetings occur at 30, 60 and 100%, but in Task 3.3 it is stated that design reviews occur at 60, 90 and 100% - could you please clarify the design review stages?

**Answer:** Design reviews occur at 30, 90 and 100%.

5. RFP page 21 under Task 4 allowance: There is a mention of specialized laboratory work. Could PVSC expand on that and explain what type of lab work would the Program Manager be expected to do? What special certifications are required?

**Answer:** Typical examples of laboratory work may include testing soil samples for contaminants, concrete testing or testing for asbestos. It is not known at this time what testing will be required, therefore this requirement was included as an allowance.

6. RFP page 23 under XIII contract period: The PM contract is to last initially for 2 years, then it could be subject to amendments. The text goes on to say that the total time duration and cost linked to time should be based upon the full program duration. This could mean up to 7 years for work relating to the Flood Wall, and 6 years for the Power Plant. Preparing costs linked to the duration includes considering escalation in hourly rates, and the estimate will have to include costs for up to 7 years. Is this the intention of the PVSC? Or, does the PVSC want to see a cost estimate based upon a 2 year contract?

**Answer:** The cost proposal is to be based on **7 years**. The proposal may include annual adjustments to salary rates, once per year, beginning in year 3. Annual rate adjustments should not be greater than the "Engineer's Pay Index of the U.S. Bureau of Labor Statistics -Employment Cost Index ("ECI") for Professional Specialty and Technical Workers Wages and Salaries" or 3% per year whichever is less.

7. RFP page 24 under XIV Costs requests Attachment C and Attachment D to include hourly rates and costs. Are expenses like travel to be included in the hourly rate? How would you like such costs expressed?

**Answer:** Travel expenses will be reimbursed under Task 4.

**RFP Revision:** Within Section VIII, Task 4, on page 22 of 32, delete:

“Task 4 does not include travel expenses. Travel expenses shall be included in the overall project cost.”

8. RFP page 26 under XIXC the work hours for the site are stated as 8:15 a.m. to 4:15 p.m. This equates to a 7-hour work day. Our normal work day is 8 hours for salaried staff. Do we need to adjust our estimate based upon a 7-hour work day?

**Answer:** No. Estimates should be based on an eight (8) hour work day.

9. Does an updated COI need to be included with RFP if already submitted with SOQ?  
Same for Attachment A if already submitted with SOQ?

**Answer:** If there has been a change to, or if there is a new Conflict of Interest that was not present at the time of the SOQ, it should be identified. The Insurance Certificate shall be submitted satisfying the requirements outlined in the RFP, Section II.

**END OF CLARIFICATION NO. 1**

**Note:**

This Clarification is issued for the purpose of amending the requirements of the RFP for Program Manager Services and is hereby made part of the said RFP to the same extent as though it were originally included therein. Please complete ATTACHMENT B, ACKNOWLEDGEMENT OF RECEIPT OF CLARIFICATIONS, of the RFP and submit with your proposal.



*"Protecting Public Health and the Environment"*

Passaic Valley Sewerage Commission  
600 Wilson Avenue  
Newark, New Jersey 07105

December 30, 2014

## **CLARIFICATION NO. 2**

### **TO ALL HOLDERS OF PVSC REQUEST FOR PROPOSAL (RFP) TO PROVIDE PROGRAM MANAGEMENT SERVICES**

In response to requests to extend the deadline for responses to the RFP for Program Management Services, the deadline has been revised to **January 16, 2015, at 11:00 am EST**. Please note the following changes to the RFP:

On Page 2 of 32, replace the third (3<sup>rd</sup>) paragraph with the following:

"The original and five copies of the proposal must be received at PVSC's Warehouse Building, 600 Wilson Avenue, Newark, New Jersey 07105 (the "Warehouse Building") on or before **January 16, 2015 at 11:00 am EST**. All proposals must be submitted in the form required as set forth herein. No late submissions will be accepted. All properly submitted proposals will be opened on **January 16, 2015, at 11:00 am EST** in the PVSC Training Room at the Warehouse Building. At that time and place, the sealed proposals will be publicly opened, announced and recorded."

On Page 22 of 32, Section IX, **PROPOSAL SUBMISSION REQUIREMENTS**, replace the first (1st) paragraph with the following:

"All proposals in response to this request shall be addressed to Michael DeFrancisci, Executive Director, Passaic Valley Sewerage Commission, and delivered not later than **11:00 am EST** on **January 16, 2014**. The original and five (5) copies of the proposal will be required. (Note: SOQ on record, not required to be resubmitted)."

## **END OF CLARIFICATION NO. 2**

### **Note:**

This Clarification is issued for the purpose of amending the requirements of the RFP for Program Manager Services and is hereby made part of the said RFP to the same extent as though it were originally included therein. Please complete ATTACHMENT B, ACKNOWLEDGEMENT OF RECEIPT OF CLARIFICATIONS, of the RFP and submit with your proposal.



*"Protecting Public Health and the Environment"*

Passaic Valley Sewerage Commission  
600 Wilson Avenue  
Newark, New Jersey 07105

January 5, 2015

### **CLARIFICATION NO. 3**

#### **TO ALL HOLDERS OF PVSC REQUEST FOR PROPOSAL (RFP) TO PROVIDE PROGRAM MANAGEMENT SERVICES**

1. Question – Under sub task 3.2 (page 14) the costs for the trailer and utilities is to be paid for under a separate allowance. Please clarify if the costs are included in allowance items under Tasks 4 through 7, or, will they be under a separate allowance not stated in the RFP?

**Answer:** The costs of the trailer and utilities will be paid for under a separate allowance not stated in the RFP. These costs should not be included in your proposal.

2. Question - Will the trailer be available for the Program Manager to use at Notice To Proceed (NTP) or will there be a temporary location available until the trailer space is available? If the space is not available at NTP, when does PVSC anticipate the WITCO land and trailer being available to the Program Manager?

**Answer:** An existing trailer will be available for the Program Manager to use temporarily upon NTP. This existing trailer will be used until the Program Manager's trailer is available at the WITCO property. The time frame for the WITCO property will be based on the completion of Subtask 3.2 – Staging Plan and Program Field Office.

3. Question – For the Program Manager's trailer, is there an internet provider that PVSC can recommend or have a particular preference in using?

**Answer:** Internet access will be provided at no cost through the PVSC internal network.

4. Question – Can you furnish a copy of PVSC's standard boilerplate contract terms and conditions?

**Answer:** See Clarification 3 Attachment.

#### **END OF CLARIFICATION NO. 3**

#### **Note:**

This Clarification is issued for the purpose of amending the requirements of the RFP for Program Manager Services and is hereby made part of the said RFP to the same extent as though it were originally included therein. Please complete ATTACHMENT B, ACKNOWLEDGEMENT OF RECEIPT OF CLARIFICATIONS, of the RFP and submit with your proposal.