

CITY OF BRIGANTINE
NOTICE OF RFP

The City of Brigantine is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1, et seq.

Sealed RFP responses will be received by the City of Brigantine on November 19, 2020 AT 11:00 AM in the Office of the City Clerk, 1417 W. Brigantine Avenue, Brigantine, New Jersey 08203, at which time and place responses will be opened for:

MANAGEMENT AND FULL-SERVICE MAINTENANCE PROGRAM
For
WATER STORAGE VESSELS

The City of Brigantine office is maintaining Social Distancing; therefore, it is encouraged to Mail in your RFP responses in a timely manner via USPS, UPS and FedEx, etc.

Due to COVID-19 precautions, bids will be read out loud the City Court Room in order to meet all social distancing guidelines.

RFP responses must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the bidder and "RFP TITLE NAME" on the outside and addressed to City of Brigantine Clerk at the address above.

Specifications and instructions to bidders may be obtained at the City Clerk's Office or through the City website at www.brigantinebeach.org

Surety in the form of a Bid Bond, Certified Check or Cashier's Check in the amount of 10% of total bid, but not to exceed \$20,000.00, made payable to the City of Brigantine, must accompany each proposal. The successful respondent will be required to furnish a Performance Bond in the amount 100% of total response.

Any RFP Addenda will also be issued on the City website, and processed in accordance with N.J.S.A. 40A:11-23(c)(1). All interested respondents should check the website from now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

Dennis Krause, RPPO, QPA
Purchasing Agent – City of Brigantine

1. Introduction

In accordance with New Jersey Water Supply Public-Private Contracting Act, codified at N.J.S.A. § 58:26-19, et seq., enacted in 1995, City of Brigantine is soliciting proposals from qualified firms for a Long Term Perpetual Full Service Maintenance and Asset Management Program which includes: engineering, professional management, GASB 34 compliance as alternate method of asset management, inspection, rehabilitation, repair, washouts, visual inspections and repainting of (3) three water tanks in the system. It is the intent of the R.F.P. to determine the most qualified firm to which the City of Brigantine could contract these services.

2. Administrative Conditions and Requirements

The following items express the conditions and requirements of this RFP. Together with the other RFP sections, they apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the owner to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

2.1 Schedule

The dates established for respondent proposals, proposal review, contractor selection and project initiation are:

1. Release of RFP	October 27, 2020
2. Proposal Due Date	November 19, 2020 at 11:00 A.M.
3. Evaluation Completed	November 27, 2020
4. Governing Body Action	December 4, 2020 (Regular Meeting)
5. Contract Commences	January 1, 2021

2.2 Proposal Submission Information

One (1) Original signed in ink & One (1) copy.

Three (3) ring binders or elaborate binding is unnecessary.

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the City Clerk. The original proposal shall be signed in ink and marked to distinguish it from the one (1) copy. **Faxed or emailed proposals will not be accepted.**

Only those RFP responses received prior to or on the submission date and time will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

2.3 Using Department Information

John Doring
Superintendent of Public Works
Email: jdoring@brigantinebeachnj.com

2.4 City Representative for this Solicitation

Questions by prospective respondents concerning this RFP may be addressed to Lynn Sweeney, City Clerk for the City of Brigantine in writing via fax at 609-266-6448 or by email: LSweeney@brigantinebeachnj.com. Please note the aforementioned contact is authorized only to direct the attention of prospective respondents to various portions of the requirements so that they may read and interpret each portion for themselves. **NO** employee of the City of Brigantine is authorized to give interpretations of any portion of this RFP or to give information as to the requirements for the RFP in addition to that already contained in the RFP unless as a formal addendum.

Interpretations of the RFP or additional information as to its requirements, when necessary, shall be communicated to prospective respondents **only** by written addendum issued by the Purchasing Agent of the City of Brigantine.

Please identify the contract name as the subject line when submitting a request by fax or email.

2.5 Interpretations and Addenda

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the City. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the City of Brigantine of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the City Purchasing Agent, referencing the Contract Name in the subject line. In order to be given consideration, written requests for interpretation and or clarification must be received at least (3) business days prior to the date fixed for the opening of the bids.
- D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder by completing the Acknowledgement of Receipt of Addenda form. The City's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent via electronic transmissions to those known recipients of the bid specifications.

E. Discrepancies in Bids

- If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the City of the extended totals shall govern.

2.6 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.7 Cost Liability and Additional Costs

The owner assumes no responsibility and liability for costs incurred by the respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner as noted in 2.6, are not to be billed and will not be paid.

2.8 Statutory and Other Requirements

2.8.1 Compliance with Laws

Any contract entered into between the contractor and the City must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

2.8.2 Mandatory EEO/Affirmative Action Compliance – N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as attachment A in this specification.

1. Goods, Professional Services and Service Contracts

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

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the letter must be provided by the vendor to the Public Agency and Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division
- iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of New Jersey" www.state.nj.us/treasury/contract_compliance

2. Construction Contracts

All successful contractors shall complete and submit an Initial Project Manning Report (AA201-available on-line at www.state.nj.us/treasury/contract_compliance) upon notification of award. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of LWD and to the Public Agency.

2.8.3 New Jersey Anti-Discrimination – N.J.S.A. 10:2-1

There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this RFP.

2.8.4 Americans with Disabilities Act of 1990 – 42 U.S.C. S121 01 et seq.

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the City harmless.

2.8.5 Ownership Disclosure - N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the RFP response/bid or accompanying the RFP response/bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the City a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. The form shall be signed and submitted with the RFP proposal/bid whether or not a stockholder or partner owns less than 10% of the business submitting the RFP proposal/bid. Failure to comply requires mandatory rejection of the RFP proposal/bid. The Respondent shall complete and submit the form of statement that is included in this RFP.

2.8.6 Non-Collusion Affidavit – N.J.S.A. 52:34-15

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

2.8.7 Proof of N.J. Business Registration Certificate - N.J.S.A. 52:32-44

Pursuant to N.J.S.A. 52:32-44, the City of Brigantine ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time of contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

1. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of Treasury, 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 in the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at: www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

2.8.8 New Jersey Prevailing Wage Act (When Applicable) N.J.S.A. 34:11-56.25 et seq.

Pursuant to N.J.S.A. 34:11-56.25 et seq, contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at https://www.nj.gov/labor/wagehour/wagerate/wage_rates.html.

2.8.9 The Public Works Contractor Registration Act - N.J.S.A. 34:11-56.48 et seq.

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34: 11-56.25, et seq.) It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute (N.J.S.A. 34:11-56.25(5)). The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.

- “Public work” shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds...”
- “Maintenance work” means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While “maintenance” includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor and Workforce Development with a full and accurately completed application form. The form is available online at https://www.nj.gov/labor/wagehour/regperm/pw_cont_reg.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

2.8.10 Pay to Play – Notice of Disclosure Requirement

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

2.8.11 Assign, Sublet or Transfer Any Rights/Interests

Neither the City nor the Contractor shall assign, sublet, or transfer any rights or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the City and the Contractor.

2.8.12 Insurance and Indemnification

Each proposer shall submit a detailed insurance certificate. This insurance certificate should detail all levels of insurance that may be required by City of Brigantine to accept a contractual obligation which shall be at a minimum provided by an insurance company which carries an AM Best rating of A- or better.

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

If a part of this Contract is sublet, the Firm shall require each sub-firm to carry insurance of the same kinds and in like amounts as carried by the prime Firm.

Certificates of insurance shall state that thirty (30) days written notice will be given to City of Brigantine Officials before the policy is canceled or non-renewed. No Firm or sub-firm will be allowed to start any work on this contract until certificates of all insurance required herein are filed and approved by City of Brigantine Officials. The certificates shall show the type, amount, class of operations covered, effective dates, and the dates of expiration of policies. In addition, the certificates shall name City of Brigantine as additional insured. The Firm shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds of insurance.

Indemnification

The contractor agrees to indemnify and save harmless the owner, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Worker's Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

Worker's Compensation and Employer's Liability Insurance

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

General Liability Insurance

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

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

Automobile Liability Insurance

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

- Firm's own automobile and trucks.
- Hired/leased or rented automobiles and trucks.

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

Owner's Protective Liability Policy

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

Builder's Risk Insurance

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

Pollution Liability

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

Contractor's Professional Liability

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

Umbrella Liability

Umbrella or Excess Liability police in amounts of at least \$10,000,000 shall be provided.

SPECIAL NOTE: The City of Brigantine shall be named as additional insured's on all policies set forth above, except worker's compensation insurance. The policies and the certificate of insurance shall so indicate.

All required insurance coverage must be in effect no later than 12:01 a.m. on the start date of the Contract and remain in effect for the duration of the Contract, including any extensions. Evidence of actual insurance coverage must be by way of a policy which shall be submitted to the City of Brigantine.

Respondents are encouraged to maintain insurance coverage for limits in excess of those stated in the RFP. The extent of insurance coverage maintained by Respondent is a factor in assessing the quality of bids received.

City of Brigantine will not accept Mutual Limitation of Liability terms.

2.8.13 Proof of Licensure

Proof of licensure for providing services in the State of New Jersey, for either the firm or the person responsible for the work, shall be provided as required.

2.8.14 Disclosure of Investment Activities in Iran

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

2.8.15 Prompt Payment - Goods & Services– P.L. 2019, C.127 (LFN 2019-02 1/23/19)

P.L. 2018, c. 127 establishes a prompt payment requirement that applies to goods and services contracts a contracting unit awards to a "business concern" under the Local Public Contracts Law (LPCL). The law applies to all goods and services contracts awarded on or after February 1, 2019 (the law's effective date) regardless of dollar amount and any contracts requiring either a single payment or multiple payments. The law does not change the prompt payment requirements for improvements to real property and structures as set forth in N.J.S.A. 2A:30A-1 et seq. and described in LFN 2006-21. The law defines "Business Concern" as any person engaged in a trade or business, including a private nonprofit entity operating as an independent contractor, providing goods and services directly to a contracting unit or to a designated third party and operating pursuant to a contract with a contracting unit which requires either a single payment or multiple payments, but shall not include a "public utility" as defined in N.J.S.A. 48:2.13.

2.9 Public Emergency

In the event of a Public Emergency declared at the Local, State or Federal Level, if the City opts to extend terms and conditions of this bid, the contractor agrees to extend the terms and conditions of this bid, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the City may solicit the goods and/or services from any bidder on this contract.

2.10 Multiple Proposals Not Excepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

2.11 Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

2.12 Commencement of Work

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

2.13 Time of Completion

It is hereby understood and mutually agreed, by and between the respondent and the owner, that the date on which the work shall be substantially complete as specified in the RFP is an essential condition of this contract. It is further mutually understood and agreed that the work and contract time embraced in this Contract shall commence on the date specified and that the resulting contract shall be completed in sequence and time frames identified by the owner.

The respondent agrees that said services shall be processed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the respondent and the owner, that the time of completion of the services described herein is a reasonable time for the completion of it.

2.14 Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision.

In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

2.15 Non-Allocation of Funding Termination

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third-party contractor.

2.16 Force Majeure

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the County of Somerset by notice to each party.

2.17 The owner and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

2.18 The terms of this contract shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey. **2.17 Force Majeure**

2.19 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's.

Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

2.20 Payment

Payment shall be made after a properly executed City voucher has been received and formally approved on the bill list by the City Council at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

2.21 Non-payment of Penalties and Interest on Overdue Bills

Public funds may be used to pay only for goods delivered or services rendered. The City of Brigantine will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the City to pay additional fees.

2.22 Ownership of Material

The City shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the City to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the City, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the City upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the City.

2.23 Source of Specifications/RFP Packages

Official City Request for Proposal (RFP) packages for routine goods and services are available from www.brigantinebeach.org at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The City is not responsible for third party supplied RFP documents.

2.24 Altering Official Document

Respondents shall not write in any margins or alter the official content of Somerset County RFP document.

2.25 RFP Preparation of Forms

RFPs **must be signed in ink by the respondent**; all quotations shall be made with a typewriter/computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the respondent in ink. Unit prices and totals are to be inserted in spaces provided.

2.26 W-9

Successful bidder/respondent shall complete W-9 Form and submit to the Finance office prior to contract award. The form is available at the following link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

3. Scope of Work (SOW)

It is the intent of The City of Brigantine to solicit a long term perpetual full service maintenance and asset management program from a firm that will provide an integrated maintenance and professional management service for water storage vessels which includes: engineering services (specific to the maintenance of existing water storage tank covered by this RFP), professional asset management, GASB 34 compliance, internet reporting accessibility, all inspection services and all repair and renovation services. The proposal shall address all the information outlined herein. Additionally, each prospective firm may include such other information as he or she deems pertinent to the proper evaluation of their proposal. Typewritten proposals only shall be submitted in duplicate, bound to create a single document containing all required material in a format that follows the outline in this request.

It is the responsibility of each prospective firm interested in this proposal to inspect the tanks prior to the submission of their proposal. All bidders are responsible for obtaining any information pertinent to the proper evaluation of the vessels.

Contact John Doring @ (609) 266-7800 to arrange for inspection of the tanks.

*All submittals shall be mailed to City of Brigantine, Municipal Building, 1417 W. Brigantine Avenue, Brigantine, New Jersey 08203.

Each firm is responsible for testing the current materials in place on the tanks for hazardous content. All work must comply with OSHA Confined Space Entry, New Jersey Department of Environmental Protection, A.W.W.A., and N.S.F. Regulations. Proposals will be considered, and should be written to provide the contracted maintenance of the following tanks:

- 500,000 Gallon Roosevelt Ave Elevated Storage Tank
- 750,000 Gallon Bayshore Ave Elevated Storage Tank
- 1,000,000 Gallon 14TH Street Elevated Storage Tank

ITEMS TO BE ADDRESSED IN RFP:

The details of this proposal shall include information on all the following items. Additionally, each prospective firm may submit such other information as deemed appropriate for the proper evaluation of his or her proposal.

- A. Proposal shall include an informative narrative report introducing your firm. Additionally, a statement of qualifications and resume detailing the experience of all vital individuals responsible for providing service under this contract should be submitted, including project management personnel and inspectors. Principals involved should be listed along with their names and addresses of the individuals placed in charge for the administration of the terms and conditions of the contract. Summary resumes of all full-time employees dedicated to technical services (engineers and N.A.C.E. certificated employees) are mandatory. A copy of the State Contractor's License **MUST BE** included in the response to this RFP.

The following items must be included in the proposal or the City may reject it as unresponsive:

1. Number of years in business.
2. Size of the firm (annual sales and total assets).
3. Ownership structure of firm. (Sole proprietorship, Partnership, Publicly Held, etc.).
 - If the proposing company is a sole proprietorship, partnership, or Limited Liability Corporation, a succession plan and guarantee of future performance must be documented in the proposal for the City to comply with New Jersey laws.
 - Under the New Jersey Water Supply Public Private Contracting Act, the final contract between the City and successful firm may be reviewed and/or approved by the NJ DEP, NJ BPU, and/or the NJ DCA. The primary criteria for approving or denying the contract include the financial and technical capabilities of the private contractor; the reasonableness of the contract terms; the protection of the public/water customers from risks or subsidization of the

contract; the financial terms for the city and impact of the contract on its ability to repay its indebtedness; and inclusion of statutorily required terms. Under the statute, the City may enter into a contract with the private firm for up to 40 years and will therefore require reasonable assurances from the firm that future performance under the contract will be secure.

- If one or more owners sell all, or a portion of the company, and/or is deceased prior to the required future tank renovations, the proposal must document the ability of the company to successfully fulfill the requirements outlined in this RFP.
4. Total number of employees — direct and indirect.
 5. Percentage of work to be subcontracted.
 6. Fully audited financial statements, including balance sheet and income statements, from the most recent fiscal year of the prime respondent.
 7. Reference from a financial institution.
 8. Copy of Professional Engineer's license for engineer on staff.
 9. Copy of New Jersey Lead Abatement Contractor Certification.
- B. Proposal shall include the details of appropriate work and renovation plan for the tanks. This shall include but not be limited to, the evaluation of the tanks with particular regard to the internal and external structural condition of the tanks and any of its appurtenances, need for painting and condition of the foundation. Methods for handling and disposing of hazardous wastes should be explained.
- C. A list of tank asset management systems that are currently being maintained by the proposer should be submitted. Include the Name of the System, Person of Contact, Telephone Number of Contact, and Number of Tanks in the System under contract. A minimum of fifty [50] systems must be submitted as a minimum to be considered. Any company with less than fifty (50) existing maintenance programs will not be considered. Of the 50 references, at least 5 must be in New Jersey.
- Any company who has not been providing these services for more than ten (10) years will not be considered.
- D. Proposal shall also specify the frequency and degree of inspection and cleanout services the Owner could expect under the terms of the maintenance contract. The tanks shall be inspected annually with a complete report provided to the City of Brigantine. A minimum of two (2) washout inspections with detailed engineering report shall be conducted in any ten (10) year period. Additionally, each perspective firm should address the requirements to assume responsibility for all corrections and repairs to the tank necessitated by acts of vandalism or through normal deterioration.
- E. A detailed proposal shall adhere to the specifications given in this Request for Proposal. All surface preparation and coatings specified should be strictly adhered to; there will be no variance. These specifications are identified in this Request for Proposal as tank renovation specifications. In addition, all rules and regulations of the New Jersey Department of Environmental Protection will be strictly adhered to. Additionally, a method for determining the scheduling for future repainting should be addressed for the tanks. All permits, approvals, etc., required by the New Jersey Department of Environmental Protection will be the responsibility of the successful firm.
- F. Each proposal should include a detailed contract document for the tanks to be included in this R.F.P. The specific timeframe for the contract document shall be limited to one [1] year at which time the contract shall be automatically renewed upon payment of the annual base fee. Within the contract document shall be a specific cancellation clause, which indicates procedures that **City of Brigantine** may take for cancellation of the contract.
- G. No short-term contracts (3-year, 5-year, 10-year) will be considered. The firm may never cancel the contract for any reason other than non-payment by The City of Brigantine. The contract must include a detailed fee schedule with a not to exceed inflationary adjustment factor, so The City of Brigantine can calculate future maintenance cost for an indefinite time. All future work shall be covered by the annual fee with no extra charges for future work.

- H. Proposal shall identify the method of compliancy with the Governmental Accounting Standards Board Statement 34 "Asset Management System". The method of compliancy must meet the GASB 34 Asset Impairment Modified Approach requirements and include specific interior and exterior coating renovation cycles, inspection cycles, measurement scales, and condition ranking. The Asset Management System detailed in the proposal must permit the City of Brigantine to justifiably categorize their water storage vessels as Non-depreciating Capital Infrastructure Assets.
- I. Any permits, approvals, etc. required by the State of New Jersey to accomplish all current and future work shall be the responsibility of the successful proposer.
- J. Each firm responding shall submit a formal Safety Program stating company policy on all safety procedures. Document procedures to include workers protection, confined space, and general safety procedures. (Safety Program may be submitted on a separate CD or other electronic media if it exceeds 100 pages in length).

In addition, each firm responding shall submit a formal Pandemic Response Plan. Provide a detailed summary of action plan for pandemic response event with backup contacts, crews and capabilities to complete projects if the primary contacts and crews are incapacitated or require a multi-week quarantine and cannot complete the required scope of work. As water assets are critical it is important in the current environment to complete projects in a timely manner and not restrict the water supply to the community.
- K. The proposal must demonstrate the capability to successfully manage the information flow during the course of maintaining and managing the City of Brigantine water storage vessels. Capability must exist for the City of Brigantine to view information via the internet.
- L. The proposal must include ISO 9001:2015 Certification for providing rehabilitation services and asset maintenance programs for municipal and industrial water distribution systems.
- M. Outlined below is the schedule that defines the initial work schedule. There will be no deviation from this schedule of work.

DETAILED SCOPE OF WORK

CITY OF BRIGANTINE SCHEDULE OF WORK TO BE ACCOMPLISHED UNDER THE "FULL SERVICE MAINTENANCE AND ASSET MANAGEMENT PROGRAM" FIRST 20 YEARS OF ONGOING PROGRAM

ROOSEVELT TANK

Year 1 (2021) – 500,000 Gallon Elevated Tank

Exterior Surface Preparation and Coatings Specifications – Full Blast and Coat:

1. Abrasive blasting surface preparation to an SSPC-SP6 commercial cleanliness standard. Min 2 mil angular anchor profile required.
2. Surfaces must be tested prior to coating application and surface preparation for presence of surface salts due to the coastal location. If surface salts are present, Chlorid or similar must be used to get the levels to acceptable levels as per the coating manufacturer's recommendations.
3. Containment to adhere to SSPC Guide 6 Class 2a containment standard.
4. **Primer:** TNEMEC 91H2O or 94H2O hydrozinc aromatic zinc rich urethane or approved equivalent applied to achieve 2.5-3.5 DFT mils (If intermediate coat is sprayed, a full stripe coat of 27 series or 135 series epoxy must be applied by brush and roller prior to intermediate coat application).
5. **Intermediate:** TNEMEC 27 series applied to achieve 3-6 DFT mils or 135 series epoxy applied to achieve 4-6 DFT mils (depending on temperatures, 27 is for colder weather application) or approved equivalent.
6. **Finish coat:** TNEMEC 72 series pigmented acrylic polyurethane or equivalent applied to achieve 2-3 DFT mils.

Interior Water Chamber Surface Prep and Coatings Specifications – Full Blast and Coat:

1. Abrasive blast complete interior water chamber to SSPC-SP10 near white metal cleanliness. Min 2 mil angular anchor profile required.
2. **Primer:** 94H2O hydrozinc aromatic zinc rich urethane or approved equivalent applied to achieve 2.5-3.5 DFT mils.
3. **Stripe coat along all interior water chamber welds, edges, connections, bolts & apparatus:** TNEMEC N140 epoxy, applied by brush and roller only to achieve 4-6 DFT mils.
4. **Full interior finish coat:** TNEMEC 22 or FC22 (FC22 is cold weather version) 100% solids modified polyamine epoxy or equivalent applied to achieve 25-35 DFT mils utilizing plural component application only.
5. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
6. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.
7. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.
8. The Tank shall be sealed and made ready for service.

Interior dry prep & paint specs:

1. SP6 blast access tube, landing floors, spot blast rest of dry interior.
2. Spot abrasive blast any paint failed/corroded areas to an SSPC-SP6 commercial blast cleanliness standard. Min 2 mil angular anchor profile required.
3. Once touchups have been completed & cured, pressure wash the entire dry interior with min 2000 psi.
4. **Spot primer:** TNEMEC 135 series epoxy or approved equivalent applied to achieve 4-6 DFT mils.
5. **Spot finish:** TNEMEC 135 series epoxy or approved equivalent applied to achieve 4-6 DFT mils to closely match the existing coating color.
6. Inside wood room in base of tank, SP6 blast valves, piping & flanges, then apply 2 coat epoxy. Replace no more than 48 nuts & bolts on pipe flanges that are badly deteriorated. Protect walls of this room during blasting by hanging rubber sheeting along the walls. (this work inside this room is a one-time repair and not to be added to the long-term program).

Tank Repairs:

1. Replace 2 curved (est. 5"x3" angle) rafters running parallel across the roof.
2. Cut estimated 10" wide length of the roof plate out & full penetration weld new plate in directly above rafters.
3. Replace top 3' of access tube including top & 24" hatch.
4. Cut roof collar off around access tube and weld in a doubler plate welded to the roof surface and the access tube to do away with air gap altogether.
5. Pit & plate welding contingency needed due to corrosion present on interior bowl.
6. Replace painters' rings (2) & stand mounts at top of stem.
7. Add (22) 1 1/4" epoxy in place 24" long anchor bolts with anchor saddles to match existing.
8. Install 24" pallet vent.
9. Install 7" OD screened/flapper combo.
10. Replace all interior dry ladders w/ 16" wide (especially don't go wider in access tube), do not install cages back to ladders.
11. Install flex cable safety climbs on interior dry ladders (3 total).
12. Replace interior wet ladder (est. 45').
13. Cut old 24" roof hatch to wet area out, weld plate in existing opening, move location over away from inlet bell, install new 24" roof hatch (install new wet area ladder in this location as well).
14. Replace FAA beacon & conduit stand on top of access tube w/ new double FAA beacon.
15. Add flat-bar mid rail to top landing handrail on either side to comply w/ OSHA.
16. Install mixing system, run rigid conduit through dry interior for the mixer wires.
17. Remove existing containment outrigger lugs, grind smooth. New outrigger lugs will need to be installed.
18. Remove existing rigging holes & plate weld over (5 in center & 10 outer ones by outrigger lugs).
19. Weld in 12 new 2 1/2" roof rigging couplers above the high-water line.
20. Seal weld 44 cover plates over anchor bolt chairs and install a grease plug to fill the saddles with grease.

Year 2 (2022) – 500,000 Gallon Elevated Tank

Visual Inspection Service:

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

Year 3 (2023) – 500,000 Gallon Elevated Tank

Inspection Service including Remote Operated Vehicle Interior Inspection:

1. Engineering inspection including ROV and preventive maintenance
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

The interior will be evaluated before the end of the third year to determine if any warranty work is required. If Any warranty work is needed it will be scheduled with the tank owner.

Year 4 (2024) – 500,000 Gallon Elevated Tank

Visual Inspection Service:

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

Year 5 (2025) – 500,000 Gallon Elevated Tank

Chemical Clean Interior Washout Inspection:

1. Apply NSF approved cleaning agent TC1 to interior walls and floor following manufacturers recommendations.
2. Washout, disinfect, and inspect the tank.
3. Provide overall tank emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

Year 6 (2026) – 500,000 Gallon Elevated Tank

Visual Inspection Service:

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

Year 7 (2027) – 500,000 Gallon Elevated Tank

Inspection Service including Remote Operated Vehicle Interior Inspection:

1. Engineering inspection including ROV and preventive maintenance
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

YEAR 8 (2028) – 500,000 Gallon Elevated Tank

Exterior Surface Preparation and Coatings Specifications – Overcoat:

1. Pressure wash all exterior surfaces with 4000 psi min to remove dirt, chalk, lightly adhered rust and coatings.
2. Spot prepare any paint failed/corroded areas to an SSPC-SP11 Power tool to bare metal. Surface profile should be min 1.5 mils.
3. Surfaces must be tested prior to coating application and surface preparation for presence of surface salts due to the coastal location. If surface salts are present, Chlorid or similar must be used to get the levels to acceptable levels as per the coating manufacturer's recommendations.
4. Containment to adhere to SSPC Guide 6 Class 2a containment standard.
5. **Spot primer:** TNEMEC series 1 Omnithane modified aromatic polyurethane primer or approved equivalent applied to achieve 2.5-3.5 DFT mils.
6. **Spot intermediate coat:** TNEMEC 72 series applied to achieve 3-6 DFT mils or 135 series epoxy applied to achieve 4-6 DFT mils (depending on temperatures, 72 is for colder weather application) or equivalent.
7. **Finish coat:** TNEMEC 72 series pigmented acrylic polyurethane or approved equivalent applied to achieve 2-3 DFT mils.
8. **NOTE:** Cost for containment system if required for overcoat, shall be separate and negotiated in advance with City.

Interior dry areas:

1. Inspect all interior dry areas of the tank.
2. Coatings touchups and renovations as needed.

Chemical Clean Interior Washout Inspection:

1. Apply NSF approved cleaning agent TC1 to interior walls and floor following manufacturers recommendations.
2. Washout, disinfect, and inspect the tank.
3. Provide overall tank emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

YEAR 9 (2029) – 500,000 Gallon Elevated Tank

Visual Inspection Service:

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

YEAR 10 (2030) – 500,000 Gallon Elevated Tank

Inspection Service including Remote Operated Vehicle Interior Inspection:

1. Engineering inspection including ROV and preventive maintenance
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

YEAR 11 (2031) – 500,000 Gallon Elevated Tank

Visual Inspection Service:

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

YEAR 12 (2032) – 500,000 Gallon Elevated Tank

Chemical Clean Interior Washout Inspection:

1. Apply NSF approved cleaning agent TC1 to interior walls and floor following manufacturers recommendations.
2. Washout, disinfect, and inspect the tank.
3. Provide overall tank emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

YEAR 13 (2033) – 500,000 Gallon Elevated Tank

Visual Inspection Service:

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

YEAR 14 (2034) – 500,000 Gallon Elevated Tank

Inspection Service including Remote Operated Vehicle Interior Inspection:

1. Engineering inspection including ROV and preventive maintenance
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

YEAR 15 (2035) – 500,000 Gallon Elevated Tank

Exterior Surface Preparation and Coatings Specifications – Overcoat:

1. Pressure wash all exterior surfaces with 4000 psi min to remove dirt, chalk, lightly adhered rust and coatings.
2. Spot prepare any paint failed/corroded areas to an SSPC-SP11 Power tool to bare metal. Surface profile should be min 1.5 mils.
3. Surfaces must be tested prior to coating application and surface preparation for presence of surface salts due to the coastal location. If surface salts are present, Chlorid or similar must be used to get the levels to acceptable levels as per the coating manufacturer's recommendations.
4. Containment to adhere to SSPC Guide 6 Class 2a containment standard.
5. **Spot primer:** TNEMEC series 1 Omnithane modified aromatic polyurethane primer or approved equivalent applied to achieve 2.5-3.5 DFT mils.

6. **Spot intermediate coat:** TNEMEC 72 series applied to achieve 3-6 DFT mils or 135 series epoxy applied to achieve 4-6 DFT mils (depending on temperatures, 72 is for colder weather application) or equivalent.
7. **Finish coat:** TNEMEC 72 series pigmented acrylic polyurethane or approved equivalent applied to achieve 2-3 DFT mils.
8. **NOTE:** Cost for containment system if required for overcoat, shall be separate and negotiated in advance with City.

Interior dry areas:

1. Inspect all interior dry areas of the tank.
2. Coatings touchups and renovations as needed.

Chemical Clean Interior Washout Inspection:

1. Apply NSF approved cleaning agent TC1 to interior walls and floor following manufacturers recommendations.
2. Washout, disinfect, and inspect the tank.
3. Provide overall tank emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

YEAR 16 (2036) – 500,000 Gallon Elevated Tank

Visual Inspection Service:

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

YEAR 17 (2037) – 500,000 Gallon Elevated Tank

Inspection Service including Remote Operated Vehicle Interior Inspection:

1. Engineering inspection including ROV and preventive maintenance
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

YEAR 18 (2038) – 500,000 Gallon Elevated Tank

Visual Inspection Service:

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

YEAR 19 (2039) – 500,000 Gallon Elevated

Chemical Clean Interior Washout Inspection:

1. Apply NSF approved cleaning agent TC1 to interior walls and floor following manufacturers recommendations.
2. Washout, disinfect, and inspect the tank.
3. Provide overall tank emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

YEAR 20 (2040) – 500,000 Gallon Elevated Tank

Visual Inspection Service:

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

FUTURE YEARS – (YEAR 2041 – BEYOND)

Chemical Clean Washout or ROV and visual inspection services shall continue as shown above on an alternating annual basis. Future exterior renovations shall be scheduled based on the needs identified during the annual inspections. As a general rule, the exterior should be over coated approximately every (7-8 years) seven to eight years and interiors inspected for coatings failure and potential touch-up. If agreed upon by Owner and provider that Interior water chamber coatings have run to failure, a decision will be made for a plan for removal of existing interior coatings and new interior coating system applied.

DETAILED SCOPE OF WORK

CITY OF BRIGANTINE SCHEDULE OF WORK TO BE ACCOMPLISHED UNDER THE "FULL SERVICE MAINTENANCE AND ASSET MANAGEMENT PROGRAM" FIRST 20 YEARS OF ONGOING PROGRAM

BAYSHORE TANK

Year 1 (2021) – 750,000 Gallon Elevated Tank

Chemical Clean Interior Washout Inspection:

1. Apply NSF approved cleaning agent TC1 to interior walls and floor following manufacturers recommendations.
2. Washout, disinfect, and inspect the tank.
3. Power tool clean paint failed or burn through areas from welding to an SSPC-SP11
4. Power tool to bare metal cleanliness. Min 1.5 mil anchor profile required.
5. TNEMEC FC22 100% solids modified polyamine epoxy or equivalent touchup kits applied to achieve 15-25 DFT mils.
6. Provide overall tank emergency repair service.
7. Ensure Tank complies with all federal and state regulations.

Tank Repairs:

1. Install (22) new 1 1/4" epoxied in anchor bolts w/ welded chairs.
2. Blast new & old chairs/anchor bolts, coat insides with zinc primer. Then weld 44 cover plates w/ grease fittings over front of chairs, fill/seal weld around tops of old anchor bolts, fill chairs with grease. Blast exteriors of chairs/bolts, touchup to match existing color/coatings.
3. SPOT WELD PATCH PLATE OVER HOLES IN ACCESS TUBE FROM THE DRY SIDE @ THE TOP: Cut out bad areas along bottom of man access door and weld in new steel, spot blast this & touch up to match existing coatings (2 strips needed, 16" x 2" & 13" x 1 1/2").
4. Wrap screen around access tube air gap @ roof

YEAR 2 (2022) – 750,000 Gallon Elevated Tank

Visual Inspection Service:

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

YEAR 3 (2023) – 750,000 Gallon Elevated Tank

Inspection Service including Remote Operated Vehicle Interior Inspection:

1. Engineering inspection including ROV and preventive maintenance
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

YEAR 4 (2024) – 750,000 Gallon Elevated Tank

Visual Inspection Service:

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

YEAR 5 (2025) – 750,000 Gallon Elevated Tank

Exterior Surface Preparation and Coatings Specifications – Full Blast and Coat:

1. Abrasive blasting surface preparation to an SSPC-SP6 commercial cleanliness standard. Min 2 mil angular anchor profile required.
2. Surfaces must be tested prior to coating application and surface preparation for presence of surface salts due to the coastal location. If surface salts are present, Chlorid or similar must be used to get the levels to acceptable levels as per the coating manufacturer's recommendations.
3. Containment to adhere to SSPC Guide 6 Class 2a containment standard.
4. **Primer:** TNEMEC 91H2O or 94H2O hydrozinc aromatic zinc rich urethane or approved equivalent applied to achieve 2.5-3.5 DFT mils (If intermediate coat is sprayed, a full stripe coat of 27 series or 135 series epoxy must be applied by brush and roller prior to intermediate coat application).
5. **Intermediate:** TNEMEC 27 series applied to achieve 3-6 DFT mils or 135 series epoxy applied to achieve 4-6 DFT mils (depending on temperatures, 27 is for colder weather application) or approved equivalent.
6. **Finish coat:** TNEMEC 72 series pigmented acrylic polyurethane or equivalent applied to achieve 2-3 DFT mils.
7. Logo reinstallation or new logo if required by City

Interior Water Chamber Surface Prep and Coatings Specifications – Full Blast and Coat:

1. Abrasive blast complete interior water chamber to SSPC-SP10 near white metal cleanliness. Min 2 mil angular anchor profile required.
2. **Primer:** 94H2O hydrozinc aromatic zinc rich urethane or approved equivalent applied to achieve 2.5-3.5 DFT mils.
3. **Stripe coat along all interior water chamber welds, edges, connections, bolts & apparatus:** TNEMEC N140 epoxy, applied by brush and roller only to achieve 4-6 DFT mils.
4. **Full interior finish coat:** TNEMEC 22 or FC22 (FC22 is cold weather version) 100% solids modified

polyamine epoxy or equivalent applied to achieve 25-35 DFT mils utilizing plural component application only.

5. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
6. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.
7. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.
8. The Tank shall be sealed and made ready for service.

Interior dry prep & paint specs:

1. SP6 blast access tube, landing floors, spot blast rest of dry interior.
2. Spot abrasive blast any paint failed/corroded areas to an SSPC-SP6 commercial blast cleanliness standard. Min 2 mil angular anchor profile required.
3. Once touchups have been completed & cured, pressure wash the entire dry interior with min 2000 psi.
4. **Spot primer:** TNEMEC 135 series epoxy or approved equivalent applied to achieve 4-6 DFT mils.
5. **Spot finish:** TNEMEC 135 series epoxy or approved equivalent applied to achieve 4-6 DFT mils to closely match the existing coating color.
6. Piping in insulated room- One time (not included in long term program): Blast to SP6, 2 coat epoxy system, replace any bolts on flanges needed where 50% or more steel loss (price up to 50 bolts). Will have to drape rubber sheeting to protect walls while blast, protect any electrical wiring & small copper tubing as well. Remove & install new bats insulation in roof when painting is completed as blasting will damage the existing.

Tank Repairs:

1. Replace top 3' of access tube w/ new top plate & 24" round hatch.
2. Remove roof collar, install doubler donut plate welded to roof and to access tube to remove the air gap altogether.
3. Replace both roof rafters that run parallel to each other (est 5"x3" angle 43' long each rafter).
4. Install 24" Frost proof vent.
5. Install (16) 2 1/2" seal welded roof rigging couplers (if possible above water line, if below seal weld both sides).
6. Replace dry interior lighting & conduit, remove old.
7. Replace FAA beacon & rigid conduit on roof, install new dual LED beacon, pull new wire to beacon through new dry interior lighting conduit from panel up.
8. Replace insulation jackets on both the 10" & the 12" inlet pipes.
9. Remove dry interior ladder cages.
10. Cut bottom ladder @ bottom landing, reposition so it doesn't block access & re-weld it).
11. Seal weld around 30 bolts that are threaded into roof plate for past rigging.
12. Install 7" OD screened/flapper combo on O-flow.
13. Cut O-flow @ termination, add elbow to realign the overflow so it dumps over basin.

YEAR 6 (2026) – 750,000 Gallon Elevated Tank

Visual Inspection Service:

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

YEAR 7 (2027) – 750,000 Gallon Elevated Tank

Inspection Service including Remote Operated Vehicle Interior Inspection:

1. Engineering inspection including ROV and preventive maintenance
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

The interior will be evaluated before the end of the third year to determine if any warranty work is required. If Any warranty work is needed it will be scheduled with the tank owner.

YEAR 8 (2028) – 750,000 Gallon Elevated Tank

Visual Inspection Service:

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

YEAR 9 (2029) – 750,000 Gallon Elevated Tank

Chemical Clean Interior Washout Inspection:

1. Apply NSF approved cleaning agent TC1 to interior walls and floor following manufacturers recommendations.
2. Washout, disinfect, and inspect the tank.
3. Provide overall tank emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

YEAR 10 (2030) – 750,000 Gallon Elevated Tank

Visual Inspection Service:

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

YEAR 11 (2031) – 750,000 Gallon Elevated Tank

Inspection Service including Remote Operated Vehicle Interior Inspection:

1. Engineering inspection including ROV and preventive maintenance
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

YEAR 12 (2032) – 750,000 Gallon Elevated Tank

Exterior Surface Preparation and Coatings Specifications – Overcoat:

1. Pressure wash all exterior surfaces with 4000 psi min to remove dirt, chalk, lightly adhered rust and coatings.
2. Spot prepare any paint failed/corroded areas to an SSPC-SP11 Power tool to bare metal. Surface profile should be min 1.5 mils.
3. Surfaces must be tested prior to coating application and surface preparation for presence of surface salts due to the coastal location. If surface salts are present, Chlorid or similar must be used to get the levels to acceptable levels as per the coating manufacturer's recommendations.
4. Containment to adhere to SSPC Guide 6 Class 2a containment standard.
5. **Spot primer:** TNEMEC series 1 Omnithane modified aromatic polyurethane primer or approved equivalent applied to achieve 2.5-3.5 DFT mils.
6. **Spot intermediate coat:** TNEMEC 72 series applied to achieve 3-6 DFT mils or 135 series epoxy applied to achieve 4-6 DFT mils (depending on temperatures, 72 is for colder weather application) or equivalent.
7. **Finish coat:** TNEMEC 72 series pigmented acrylic polyurethane or approved equivalent applied to achieve 2-3 DFT mils.
8. **NOTE:** Cost for containment system if required for overcoat, shall be separate and negotiated in advance with City.

Interior dry areas:

1. Inspect all interior dry areas of the tank.
2. Coatings touchups and renovations as needed.

Chemical Clean Interior Washout Inspection:

1. Apply NSF approved cleaning agent TC1 to interior walls and floor following manufacturers recommendations.
2. Washout, disinfect, and inspect the tank.
3. Provide overall tank emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

YEAR 13 (2033) – 750,000 Gallon Elevated Tank

Visual Inspection Service:

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

YEAR 14 (2034) – 750,000 Gallon Elevated Tank

Inspection Service including Remote Operated Vehicle Interior Inspection:

1. Engineering inspection including ROV and preventive maintenance
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

YEAR 15 (2035) – 750,000 Gallon Elevated Tank

Visual Inspection Service:

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

YEAR 16 (2036) – 750,000 Gallon Elevated Tank

Chemical Clean Interior Washout Inspection:

1. Apply NSF approved cleaning agent TC1 to interior walls and floor following manufacturers recommendations.

2. Washout, disinfect, and inspect the tank.
3. Provide overall tank emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

YEAR 17 (2037) – 750,000 Gallon Elevated Tank

Visual Inspection Service:

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

YEAR 18 (2038) – 750,000 Gallon Elevated Tank

Inspection Service including Remote Operated Vehicle Interior Inspection:

1. Engineering inspection including ROV and preventive maintenance
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

YEAR 19 (2039) – 750,000 Gallon Elevated Tank

Exterior Surface Preparation and Coatings Specifications – Overcoat:

6. Pressure wash all exterior surfaces with 4000 psi min to remove dirt, chalk, lightly adhered rust and coatings.
7. Spot prepare any paint failed/corroded areas to an SSPC-SP11 Power tool to bare metal. Surface profile should be min 1.5 mils.
8. Surfaces must be tested prior to coating application and surface preparation for presence of surface salts due to the coastal location. If surface salts are present, Chlorid or similar must be used to get the levels to acceptable levels as per the coating manufacturer's recommendations.
9. Containment to adhere to SSPC Guide 6 Class 2a containment standard.
10. **Spot primer:** TNEMEC series 1 Omnithane modified aromatic polyurethane primer or approved equivalent applied to achieve 2.5-3.5 DFT mils.
11. **Spot intermediate coat:** TNEMEC 72 series applied to achieve 3-6 DFT mils or 135 series epoxy applied to achieve 4-6 DFT mils (depending on temperatures, 72 is for colder weather application) or equivalent.
12. **Finish coat:** TNEMEC 72 series pigmented acrylic polyurethane or approved equivalent applied to achieve 2-3 DFT mils.
13. **NOTE:** Cost for containment system if required for overcoat, shall be separate and negotiated in advance with City.

Interior dry areas:

1. Inspect all interior dry areas of the tank.
2. Coatings touchups and renovations as needed.

Chemical Clean Interior Washout Inspection:

1. Apply NSF approved cleaning agent TC1 to interior walls and floor following manufacturers recommendations.
2. Washout, disinfect, and inspect the tank.
3. Provide overall tank emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

YEAR 20 (2040) – 750,000 Gallon Elevated Tank

Visual Inspection Service:

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

FUTURE YEARS – (YEAR 2041 – BEYOND)

Chemical Clean Washout or ROV and visual inspection services shall continue as shown above on an alternating annual basis. Future exterior renovations shall be scheduled based on the needs identified during the annual inspections. As a general rule, the exterior should be over coated approximately every (7-8 years) seven to eight years and interiors inspected for coatings failure and potential touch-up. If agreed upon by Owner and provider that Interior water chamber coatings have run to failure, a decision will be made for a plan for removal of existing interior coatings and new interior coating system applied.

DETAILED SCOPE OF WORK

CITY OF BRIGANTINE SCHEDULE OF WORK TO BE ACCOMPLISHED UNDER THE "FULL SERVICE MAINTENANCE AND ASSET MANAGEMENT PROGRAM" FIRST 20 YEARS OF ONGOING PROGRAM

14th STREET TANK

Year 1 (2021) – 1,000,000 Gallon Elevated Tank

Visual Inspection Service:

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

Year 2 (2022) – 1,000,000 Gallon Elevated Tank

Interior Water Chamber Surface Prep and Coatings Specifications – Full Blast and Coat:

1. Abrasive blast complete interior water chamber to SSPC-SP10 near white metal cleanliness. Min 2 mil angular anchor profile required.
2. **Primer:** 94H2O hydrozinc aromatic zinc rich urethane or approved equivalent applied to achieve 2.5-3.5 DFT mils.
3. **Stripe coat along all interior water chamber welds, edges, connections, bolts & apparatus:** TNEMEC N140 epoxy, applied by brush and roller only to achieve 4-6 DFT mils.
4. **Full interior finish coat:** TNEMEC 22 or FC22 (FC22 is cold weather version) 100% solids modified polyamine epoxy or equivalent applied to achieve 25-35 DFT mils utilizing plural component application only.
5. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
6. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.
7. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.
8. The Tank shall be sealed and made ready for service.

Interior dry prep & paint specs:

1. Spot abrasive blast any paint failed/corroded areas to an SSPC-SP6 commercial blast cleanliness standard. Min 2 mil angular anchor profile required.
2. Once touchups have been completed & cured, pressure wash the entire dry interior with min 2000 psi.
3. **Spot primer:** TNEMEC 135 series epoxy or approved equivalent applied to achieve 4-6 DFT mils.
4. **Spot finish:** TNEMEC 135 series epoxy or approved equivalent applied to achieve 4-6 DFT mils to closely match the existing coating color.

Tank Repairs:

1. Replace (24) est 24' long 4"x3"x3/8" angle rafters.
2. Cut roof collar off around access tube, weld in doubler plate from roof to access tube to do away with air gap. Match steel thickness of roof plate for doubler.
3. Cut out bad sections and coaxial penetrations of top flat plate on access tube on roof, replace.
4. Seal weld patch plates over coupler penetrations at top of stem w/ matched steel thickness.
5. Replace 30" round hinged lid roof hatch to water chamber.
6. Replace 6' of ladder to water chamber balcony.
7. Replace water chamber access ladder (estimate 50').
8. Remove 28 bolts on roof that are threaded into roof plate for previous rigging, plate weld over holes.
9. Install (18) 2 1/2" welded roof rigging couplers (all above high water level if possible, if any below, seal weld inside as well).
10. Remove lower interior dry ladder cage.
11. Remove 3 bolted elbows on 8" O-flow termination, extend pipe to center over dry, re-install 1 of the existing elbows, install a screened/flapper combo w/ counter weight.
12. Replace FAA beacon & photo cell switch on roof w/ double LED fixture.
13. Replace both the 10" & 12" inlet pipe insulation & jackets in dry interior.
14. Install PAX mixer (use rigid conduit in dry interior).
15. Possible patch plates needed @ top of access tube where collar currently is @ roof.
16. Install 22 seal welded cover plates w/ grease fittings on anchor bolt chairs, fill with grease.

Year 3 (2023) – 1,000,000 Gallon Elevated Tank

Visual Inspection Service:

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

Year 4 (2024) – 1,000,000 Gallon Elevated Tank

Inspection Service including Remote Operated Vehicle Interior Inspection:

1. Engineering inspection including ROV and preventive maintenance
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

Year 5 (2025) – 1,000,000 Gallon Elevated Tank

Exterior Surface Preparation and Coatings Specifications – Full Blast and Coat:

1. Abrasive blasting surface preparation to an SSPC-SP6 commercial cleanliness standard. Min 2 mil angular anchor profile required.
2. Surfaces must be tested prior to coating application and surface preparation for presence of surface salts due to the coastal location. If surface salts are present, Chlorid or similar must be used to get the levels to acceptable levels as per the coating manufacturer's recommendations.
3. Containment to adhere to SSPC Guide 6 Class 2a containment standard.
4. **Primer:** TNEMEC 91H2O or 94H2O hydrozinc aromatic zinc rich urethane or approved equivalent applied to achieve 2.5-3.5 DFT mils (If intermediate coat is sprayed, a full stripe coat of 27 series or 135 series epoxy must be applied by brush and roller prior to intermediate coat application).
5. **Intermediate:** TNEMEC 27 series applied to achieve 3-6 DFT mils or 135 series epoxy applied to achieve 4-6 DFT mils (depending on temperatures, 27 is for colder weather application) or approved equivalent.
6. **Finish coat:** TNEMEC 72 series pigmented acrylic polyurethane or equivalent applied to achieve 2-3 DFT mils.

Chemical Clean Interior Washout Inspection:

1. Apply NSF approved cleaning agent TC1 to interior walls and floor following manufacturers recommendations.
2. Washout, disinfect, and inspect the tank.
3. Power tool clean paint failed or burn through areas from welding to an SSPC-SP11.
4. Power tool to bare metal cleanliness. Min 1.5 mil anchor profile required.
5. TNEMEC FC22 100% solids modified polyamine epoxy or equivalent touchup kits applied to achieve 15-25 DFT mils.
6. Provide overall tank emergency repair service.
7. Ensure Tank complies with all federal and state regulations.
8. Maintain as per the Full- Service Asset Management Program.

The interior will be evaluated before the end of the third year to determine if any warranty work is required. If Any warranty work is needed it will be scheduled with the tank owner

Year 6 (2026) – 1,000,000 Gallon Elevated Tank

Visual Inspection Service:

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

Year 7 (2027) – 1,000,000 Gallon Elevated Tank

Inspection Service including Remote Operated Vehicle Interior Inspection:

1. Engineering inspection including ROV and preventive maintenance
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

Year 8 (2028) – 1,000,000 Gallon Elevated Tank

Visual Inspection Service:

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

Year 9 (2029) – 1,000,000 Gallon Elevated Tank

Chemical Clean Interior Washout Inspection:

1. Apply NSF approved cleaning agent TC1 to interior walls and floor following manufacturers recommendations.
2. Washout, disinfect, and inspect the tank.
3. Provide overall tank emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

Year 10 (2030) – 1,000,000 Gallon Elevated Tank

Visual Inspection Service:

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

YEAR 11 (2031) – 1,000,000 Gallon Elevated Tank

Inspection Service including Remote Operated Vehicle Interior Inspection:

1. Engineering inspection including ROV and preventive maintenance

2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

YEAR 12 (2032) – 1,000,000 Gallon Elevated Tank

Exterior Surface Preparation and Coatings Specifications – Overcoat:

1. Pressure wash all exterior surfaces with 4000 psi min to remove dirt, chalk, lightly adhered rust and coatings.
2. Spot prepare any paint failed/corroded areas to an SSPC-SP11 Power tool to bare metal. Surface profile should be min 1.5 mils.
3. Surfaces must be tested prior to coating application and surface preparation for presence of surface salts due to the coastal location. If surface salts are present, Chlorid or similar must be used to get the levels to acceptable levels as per the coating manufacturer's recommendations.
4. Containment to adhere to SSPC Guide 6 Class 2a containment standard.
5. **Spot primer:** TNEMEC series 1 Omnithane modified aromatic polyurethane primer or approved equivalent applied to achieve 2.5-3.5 DFT mils.
6. **Full intermediate coat:** TNEMEC 27 series applied to achieve 3-6 DFT mils or 135 series epoxy applied to achieve 4-6 DFT mils (depending on temperatures, 27 is for colder weather application) or equivalent.
7. **Finish coat:** TNEMEC 72 series pigmented acrylic polyurethane or approved equivalent applied to achieve 2-3 DFT mils.

NOTE: Cost for containment system if required for overcoat, shall be separate and negotiated in advance with City.

Interior dry areas:

1. Inspect all interior dry areas of the tank.
2. Coatings touchups and renovations as needed.

Chemical Clean Interior Washout Inspection:

1. Apply NSF approved cleaning agent TC1 to interior walls and floor following manufacturers recommendations.
2. Washout, disinfect, and inspect the tank.
3. Provide overall tank emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

YEAR 13 (2033) – 1,000,000 Gallon Elevated Tank

Visual Inspection Service:

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.

3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

YEAR 14 (2034) – 1,000,000 Gallon Elevated Tank

Inspection Service including Remote Operated Vehicle Interior Inspection:

1. Engineering inspection including ROV and preventive maintenance
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

YEAR 15 (2035) – 1,000,000 Gallon Elevated Tank

Visual Inspection Service:

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

YEAR 16 (2036) – 1,000,000 Gallon Elevated Tank

Chemical Clean Interior Washout Inspection:

1. Apply NSF approved cleaning agent TC1 to interior walls and floor following manufacturers recommendations.
2. Washout, disinfect, and inspect the tank.
3. Provide overall tank emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

YEAR 17 (2037) – 1,000,000 Gallon Elevated Tank

Visual Inspection Service:

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

YEAR 18 (2038) – 1,000,000 Gallon Elevated Tank

Inspection Service including Remote Operated Vehicle Interior Inspection:

1. Engineering inspection including ROV and preventive maintenance
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

YEAR 19 (2039) – 1,000,000 Gallon Elevated Tank

Exterior Surface Preparation and Coatings Specifications – Overcoat:

1. Pressure wash all exterior surfaces with 4000 psi min to remove dirt, chalk, lightly adhered rust and coatings.
2. Spot prepare any paint failed/corroded areas to an SSPC-SP11 Power tool to bare metal. Surface profile should be min 1.5 mils.
3. Surfaces must be tested prior to coating application and surface preparation for presence of surface salts due to the coastal location. If surface salts are present, Chlorid or similar must be used to get the levels to acceptable levels as per the coating manufacturer's recommendations.
4. Containment to adhere to SSPC Guide 6 Class 2a containment standard.
5. **Spot primer:** TNEMEC series 1 Omnithane modified aromatic polyurethane primer or approved equivalent applied to achieve 2.5-3.5 DFT mils.
6. **Full intermediate coat:** TNEMEC 27 series applied to achieve 3-6 DFT mils or 135 series epoxy applied to achieve 4-6 DFT mils (depending on temperatures, 27 is for colder weather application) or equivalent.
7. **Finish coat:** TNEMEC 72 series pigmented acrylic polyurethane or approved equivalent applied to achieve 2-3 DFT mils.

NOTE: Cost for containment system if required for overcoat, shall be separate and negotiated in advance with City.

Interior dry areas:

1. Inspect all interior dry areas of the tank.
2. Coatings touchups and renovations as needed.

Chemical Clean Interior Washout Inspection:

1. Apply NSF approved cleaning agent TC1 to interior walls and floor following manufacturers recommendations.
2. Washout, disinfect, and inspect the tank.
3. Provide overall tank emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the Full- Service Asset Management Program.

YEAR 20 (2040) – 1,000,000 Gallon Elevated Tank:

Visual Inspection Service:

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

FUTURE YEARS – (YEAR 2041 – BEYOND)

Chemical Clean Washout or ROV and visual inspection services shall continue as shown above on an alternating annual basis. Future exterior renovations shall be scheduled based on the needs identified during the annual inspections. As a general rule, the exterior should be over coated approximately every (7-8 years) seven to eight years and interiors inspected for coatings failure and potential touch-up. If agreed upon by Owner and provider that Interior water chamber coatings have run to failure, a decision will be made for a plan for removal of existing interior coatings and new interior coating system applied.

NOTICE:

The tank's renovation specifications, repairs, and routine maintenance and inspections outlined above must be strictly adhered to. The Firm shall not be allowed to deviate from these specifications. This includes surface preparation, coating selection, coating application, tank repairs, scheduled washout and engineering inspections, and preventive maintenance.

The renovation projects, routine maintenance, inspections, and evaluations outlined in the "Schedule of Work" must be completed in accordance with the specified timeframe. All maintenance program costs must be calculated with the completion deadline of these projects in mind.

Any Questions Regarding Specifications:

Contact: John Doring – Public Works Superintendent - 609-266-7800.

CITY OF BRIGANTINE

EXCEPTIONS

For each exception, the bidder must identify the specific section of specifications by providing the number and title of exception applies to. It is the responsibility of the bidder to document the equivalence claim in writing. Submitting product brochures is not an acceptable claim of equivalence.

(IF NONE SO STATE)

USE ADDITIONAL SHEET IF NECESSARY

4. Proposal Requirements

4.1 Qualification Statement and Proposal

A statement is to be provided by the respondent who will serve as the primary Contractor. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Please provide a list of (10) ten clients for whom similar services have been provided. Include the following in your response:

1. Name of client.
2. Contact person's name, position, and current telephone number.
3. Dates, cost and scope of service.
4. Status and comments
5. Minimum one reference shall also be identified by location in order that the City may conduct a site visit prior to award of Contract.

4.2 Key Personnel Information

The respondent shall provide the identity and the professional credentials of the principals and other key personnel either working for the contractor and their areas of responsibilities.

4.3 Subcontractors

Respondents may engage the services of subcontractors for completion of this project. If their proposal involves any subcontractors, full details on the nature of the work to be performed by them and the location in which the work is to be performed must be provided. The respondent understands that if selected, the owner prior to initiating any subcontracted work, must approve the use of subcontractors in writing.

4.4 Proposal Forms

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted.

1. Proposal Cost/Signature Form
2. Non-Collusion Affidavit
3. Stockholder Disclosure
4. Affirmative Action Statement
5. Acknowledgement of Receipt of Addenda
6. Disclosure of Investment Activities In Iran

4.5 Location of Servicing Office

The proposal must list the location and address of the present, active office that will service and manage this contract.

5. Evaluation, Review and Selection Process

5.1 Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal. The City will either award the Contract within the applicable time period or reject all proposals.

The City may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

5.2 Rejection of Proposals

The City reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

5.3 Evaluation Process

An evaluation team comprised of representatives from the City will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on most advantageous price and other factors. The City reserves the right to reach out to the respondents to get clarification on Proposals on specific items if necessary during the deliberation process.

Evaluation Team – RFP respondents are prohibited from contacting any member of the evaluation team directly without a formal invitation. If it is found that a respondent has attempted to discuss their proposal with a team member without an invite then their proposal may be deemed unresponsive. All questions during the evaluation period shall be directed to the Purchasing Agent.

5.4 Evaluation Criteria

The criteria considered in the evaluation of each proposal follow. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent.

This will be based on the quality of the content of the RFP and the respondent's ability to communicate a thorough understanding of the required tasks and the approach to meet the scope of work outlined in the RFP. The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions will be grounds for disqualification of proposals.

- A. Experience in performing the requested engineering services, specifically; tank painting, lead abatement, structural steel repairs and cellular installations on water tanks for similar projects. Information and materials submitted for unrelated types of projects will not be considered by the evaluation committee.
- B. In-house capabilities of the project office to provide services requested; extent of project participation by remote locations or sub-contractors.
- C. Project methodology.
- D. Expertise of personnel assigned to the projects.
- E. Financial stability and strength of the company to assure long term support of the contract and future maintenance commitments.
- F. Record in complying with existing Federal and New Jersey labor standards and recognizing State and Federally approved apprentice training programs.
- G. Financial stability and strength of the company to assure long term support of the contract and future maintenance commitments.

- H. Innovative payment structures for the cost of the initial renovation.
- I. Overall cost of the program proposed for the Full-Service Asset Management Program.
- J. In-house Engineer to assist City with taking tank out of service for scheduled work while maintaining system water pressure and volume. This includes system evaluation, recommendations, testing and procedure.
- K. In-house Engineer to review and approve ongoing cellular equipment modifications to those tanks with cellular equipment. Intended to protect tank structure and support the long-term asset management program.
- L. ISO 9001:2105 Certification for Providing Asset Maintenance Programs.
- M. Formal Company Safety Program with Official Company Pandemic Strategy.
- N. References from past and present clients to include the following:
 - Ability to meet deadlines.
 - Turn-over rate of staff assigned to projects.
 - Typical response time for starting work.
 - Overall quality of work.

The City will use a weighted evaluation matrix to rate each proposal. The criteria stated above will be prioritized and the proposals will be evaluated on the capabilities and merit of each respondent.

5.5 Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body.

**CITY OF BRIGANTINE
RFP DOCUMENT SUBMISSION CHECKLIST**

Required
With
Response

Read, Signed
and Submitted
(Respondent's initials)

A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF RFP

- ☒ Stocker Disclosure Certification _____
- ☒ Affidavit of Non-Collusion, properly notarized _____
- ☒ Required Evidence EEO/Affirmative Action Regulations Questionnaire
Submit Copy of State Certificate of Employee Information Report _____
- ☒ Proposal Cost Form / Signature Page _____
- ☒ Acknowledgement of Receipt of Addenda (To be completed if Addenda is issued) _____

- ☒ Disclosure of Investment Activities in Iran – Submit with bid response _____
- ☒ Proposal Guarantee _____

B. MANDATORY ITEMS, REQUIRED NO LATER THAN TIME PERIOD INDICATED

- ☒ Business Registration Certificate – Bidder – Prefer with Bid Response
Required by Law Prior to Award of Contract _____
- ☒ License(s) or Certificates Required by the Specifications – RFP Response _____
- ☒ Certificates of the Required Insurance Naming Galloway Additionally Insured
Required by Law Prior to Award of Contract _____
- ☐ Other: _____

C. FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF RFP MAY BE CAUSE FOR REJECTION

- ☒ Qualification Statement – Submit with Proposal Page _____
- ☒ Key Personnel Information _____
- ☒ Three (10) references for similar projects - Submit with Proposal Page _____
- ☒ CD or USB Flash Drive with PDF of RFP along w/printed Copies _____
- ☐ Other: _____

D. READ ONLY

Americans with Disability Act of 1990 Language _____

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the respondent bidder of the need to read and comply with the specifications.

Name of Respondent: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____ Phone: _____

**CITY OF BRIGANTINE
OWNERSHIP STATEMENT – STOCKHOLDER DISCLOSURE FORM**

LEGAL NAME OF BIDDER: _____

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Other, Please List _____ | |

The list below contains the names and addresses of all stockholders who own ten (10%) percent or more of the above company's stock, and if there **are NO STOCKHOLDERS OF 10% OR MORE, simply check the second box below**. If one or more such stockholders or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, must also be listed.

The disclosure shall be continued until names and addresses of every person who is a non-corporate stockholder, or individual partner, exceeding the 10% ownership criteria established in this act, has been listed, in full compliance with Chapter 33 of the New Jersey Public Laws of 1977.

BIDDERS/RESPONDENTS MUST CHECK THE APPROPRIATE BOX:

- ☐ I certify that the **list below** contains the names and addresses of all **stockholders holding 10% or more** of the issued and outstanding stock of the undersigned.
- ☐ I certify that **no one stockholder** owns 10% or more of the issued and outstanding stock of the undersigned.

☐ Publicly Traded - For publicly traded entities to comply with N.J.S.A. 52:25-24.2 they may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last annual filing with the Security Exchange Commission (SEC), or foreign equivalent

Submit here the Website (URL) providing the last annual Security Exchange Commission (SEC) filing, or foreign equivalent:

The requested information is available on the following page number(s) of the SEC, or foreign equivalent, filing:

Stockholder Name _____

Address _____

Percentage of Ownership _____ %

Stockholder Name _____

Address _____

Percentage of Ownership _____ %

Stockholder Name _____

Address _____

Percentage of Ownership _____ %

(Note: Attach additional pages if necessary)

(Respondent/Respondent Authorized Signature)

(Date)

(Print name of authorized signatory)

(Title)

**CITY OF BRIGANTINE, NEW JERSEY
NON COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)**

State of _____

County of _____

I, _____ residing in _____
(Name of Affiant) (Name of Municipality)

in the County of _____ and State of _____ of full age,

being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____,
(Title or Position) (Name of Firm/Company)

the Bidder/Respondent making this Proposal for the Bid/RFP entitled _____,
(Title of Proposal)

and that I executed the said Proposal with full authority to do so; that said Bidder/Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the City of Brigantine relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract. I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(Name of Firm/Company)

(Signature of Affiant)

(Type or Print Name of Affiant)

**CITY OF BRIGANTINE, NEW JERSEY
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

All successful bidders/respondents are required to submit evidence of appropriate affirmative action compliance to the City and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the City files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the City, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the City and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes ☐ No ☐
If yes, please submit a photo static copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the City as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes ☐ No ☐
If yes, please submit a photo static copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the City. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Company: _____ Title: _____

Print Name: _____ Signature: _____

Date: _____

CITY OF BRIGANTINE, NEW JERSEY
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-36 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27 et seq.
Goods, Professional Service and General Service Contracts

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

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

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

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

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

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

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

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

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

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(CONTINUED)

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; and

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Submitted by: _____
(Name of the Firm)

Name: _____
(Please print or Type)

Signature: _____

Title: _____

Dated: _____

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

**SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625**

VOID



State Treasurer

CITY OF BRIGANTINE, NEW JERSEY

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

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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


It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

CITY OF BRIGANTINE, NEW JERSEY

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

PREFER SUBMITTED WITH BID RESPONSE
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	0107330	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:	<i>John S. Tully</i> Acting Director	
01/01/01		
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

CITY OF BRIGANTINE
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder: _____

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE - PART 1 BY CHECKING EITHER BOX BELOW

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, that they shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P. L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: ADDITIONAL INFORMATION

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

PART 3: CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the City of Brigantine and that the City at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

CITY OF BRIGANTINE, NEW JERSEY
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder does hereby acknowledge the receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledgement for: _____
(Name of Bidder)

By: _____
(Signature of the Authorized Representative)

Name: _____
(Please Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

**CITY OF BRIGANTINE
PROPOSAL COST FORM/SIGNATURE PAGE**

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Work attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services for the following:

MANAGEMENT AND FULL-SERVICE MAINTENANCE PROGRAM
For
WATER STORAGE VESSELS

FEE SCHEDULE SUBMITTED: ☐ Yes ☐ No

The undersigned is a (Corporate)
(Partnership) under the laws of the State of _____ having
(Individual)

Its principal office at _____

Company

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title of Authorized Agent

Date

Telephone Number

Email Address

Fax Number

Instructions for Completing Pricing Pages

Shown below is a pricing matrix for the first 20 years of an asset management program that can extend up to (40) years as allowed by the New Jersey Public Private Contracting Act. This matrix corresponds with the previous detailed scope of work for each tank.

The schedule of work and fees on the following pages must be completed in full.

Enter in the costs in the color- coded boxes.

For pricing the initial major renovations to each tank, the City requests the following:

ROOSEVELT TANK	- Spread the initial tank renovation cost equally in YEARS 1-5
14 TH STREET TANK	- Spread the initial tank renovation cost equally in YEARS 2-6
BAYSHORE TANK	- Spread the initial tank renovation cost equally in YEARS 5-9

Note: Since this is an asset management program, included in the "SPREAD" years and the following years are enough funds necessary to cover all future tank renovations and other annual tank maintenance work as described in the detailed scope of work in this document.

This is important as there will be no change orders accepted.

The annual payment for all years beginning with year after the Initial Renovation Spread will include all work described by the included scope of work for that year and accounting for future tank renovations in the asset management program. Annual fees can be escalated in an amount of no more than 5% APR.

The City expects the successful firm to continue providing services beyond Year 20 to include an exterior pressure wash, spot repair, and complete exterior overcoat renovation to 100% of the tank surfaces approximately every 7 years, but not to exceed 8 years between exterior renovations.

The price of initial renovations and the future renovations must be accounted for by the successful firm on this pricing page. Proposals that do not accurately account for the cost of future renovations, ongoing inspection services, regular interior cleaning of the tank, periodic NSF approved chemical cleaning biofilm removal process, emergency services, and complete assurance to repair or replace coating failures will not be accepted. Proposals must account for the estimated cost of NJ Prevailing Wage rates, materials, and other cost items for the future renovation work. Any adjustments to the annual fees will only be allowed by agreed upon criteria that will be defined in the final contract between the City and successful firm.

Prices must reflect actual or anticipated costs for all current and future renovation work, and ongoing asset management services to restore and keep the tank in excellent condition for the duration of the contract. Any respondent that does not comply with the instructions on the pricing page will be subject to disqualification.

Please fill in the Cost of each tank scope of work, Each year and total in the row "SUM TOTAL" for each column.

[illegible]

[illegible]