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**RFP ADDENDUM #7**

Date of Addendum: 4/18/2018

**NOTICE TO ALL POTENTIAL RESPONDENTS**

The Request For Proposals (RFP) is modified as set forth in this Addendum. The original RFP Documents, and any previously issued addenda, remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

**PROPOSAL SUBMITTAL DEADLINE**

The Proposal submittal deadline of 2:00 pm on May 4, 2018 remains the same and is not altered by this Addendum.

**QUESTIONS AND ANSWERS**

The following questions and answers are provided as a matter of information to clarify issues raised about the RFP.

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1. Can the City please provide the exhibits that are missing from Appendix F.1 2017 Annual Report of City System?  
*See FTP site.*
  2. The following vehicles were not present at 590 Smith Street during the 4/9/18 Site Visit.
    - a. 1996 Ford F350 Pick Up & 2002 Crane Dump Truck. ***The 1996 F350 is at JJS shop. Floor pan rotted out and is out of service. The 2002 Crane truck is at a garage repairing an oil leak. Please see FTP site for pictures of this vehicle.***
    - b. Please confirm these vehicles exist, and are available for the Company's use. ***The crane dump truck is available for use but not the F350 pick up.***
    - c. Please provide photos of these vehicles in the Dropbox. ***See FTP site for photos of the crane truck and the 1995 Ford Super-Duty crane truck.***
    - d. Please provide mileage of all vehicles listed in Appendix E. (this is in anticipation of the Company being responsible for the cost of replacement of these items if necessary during the contract term.)  
***F350 Dump Truck – 76,296.4 mi***  
***F-Super-Duty Crane Truck – 180,746.5 mi***  
***F350 Pickup Truck – 118,100 mi***  
***Crane Dump Truck – 7,133.7 mi***  
***Vactor Truck – 7,938.5 mi***
    - e. Please provide the following information for the Jet Vac:
      - i. Hours on the blower – ***7,179.3***
      - ii. Miles on the engine – ***7,938.5***
      - iii. last year of maintenance records – ***only one invoice was available.***  
***See FTP site.***

*iv.* is it used for hydroexcavating as well or just sewer cleaning ? ***Is used strictly for sewer cleaning. On very rare occasions it has been used for hydro excavating.***

*v.*

3. Contract page 26, Item 5 states that “all sewer mains will be inspected every three years and jetted and/or otherwise cleaned as needed”. Please clarify if cleaning needs be performed every three years or only as necessary.

***See Question #35 in Addendum #6.***

4. We note the footages reported in the 2017 Annual report, but has a three-year cleaning and/or inspection cycle ever been performed during the current contract?  
***Most of the system has been cleaned during the current contract, except for the interceptors.***

5. If not, what approximate percentage of the system of the system has been cleaned in the past 3 years?

***Approximately 453,002 LF of main has been cleaned during the past 3 years. This is from back-up complaints calls, weekly cleaning list, odor complaints and general main line cleaning/cctv inspections.***

6. Are inspection reports available? Are they in accordance with NASSCO PACP standards?

***No.***

7. Please provide Raw Water Quality information on iron and manganese content for the past 2 years.

***See FTP site.***

8. We assume all meters will be equipped with an AMR system less than 15 years old. Please confirm or provide alternate information.

***No. Only 2,414 have AMR system.***

9. Are meters located inside or outside (i.e., in a pit) customer buildings? If both, what is the approximate % distribution between inside and outside locations?

***Approximately 99% of the meters are inside customers building. The rest are inside meter pits.***

10. For the information provided in Addendum #2 – Question #44 – what are the units of measure (CF, CCF, KGAL, etc.) for the reported consumption?

***CF***

11. Existing Meters: Please provide a breakdown of the number of meters by type (positive displacement, turbine, compound, etc), by make (manufacturer), and by size.

<i>Residential</i>	<i>Commercial</i>	<i>Industrial</i>	<i>Municipal</i>
<i>10,624</i>	<i>999</i>	<i>34</i>	<i>39</i>

*5/8" – 2" are Disc., 3",4" and 6" are compound meters. All others are turbine meters.  
Less 2,414 Sensus meters, all other meters are Neptune meters.*

12. Proposed Meters for replacement program: same request - Please provide a breakdown of the number of meters by type (positive displacement, turbine, compound, etc), by make (manufacturer), and by size.  
**All meters are being replaced with Sensus iPERL meters. Please see the breakdown on #11 above.**
13. Please confirm the scope of the proposed meter replacement program: will the new meter installation be performed by a 3<sup>rd</sup> party installation service company / general contractor or is the City expecting the Company to perform this task?  
**It has been the intention of USAPA to replace the meters as part of their regular operations. As soon as NJDEP grants permission to proceed, USAPA will begin the replacement which we do not now believe will be completed by years end. Therefore remaining replacement will be a responsibility of the new contract operator.**
14. Please furnish the calculation and documentation used to determine the 32.9% non-revenue water. We are specifically interested in the various categories of water loss that are included in this percentage and their respective percentages.  
**This is calculated based on the running annual amount of both total production and total consumption. Production also includes any water purchased during the year. (Production - consumption) / Production. The unaccounted for water includes the use of fire hydrants, unknown leaks and the leak at the reservoir.**
15. Does the City have a test bench for meters? If so, when was it last calibrated?  
**No. When meter tests are conducted they are conducted at MWC facilities.**
16. Contract p.8, Section 3.2(1): Would the City consider specifying the number of failures that constitute "persistent and repeated"? Otherwise, the standard is quite vague and subject to discretion of the City.  
**Contract p.8, Section 3.2(1) is amended as follows:**  
**(1) ~~The persistent and repeated failure by the Company to operate and/or manage the Systems in accordance with the terms and provisions of this Contract, the Ordinances and/or applicable law;~~**
17. Contract p.8, Section 3.2(2): Would the City consider adding a materiality threshold required to constitute a default?  
**No, we see no reason to change the language.**
18. Contract p.10, Section 3.3(B): In the event the Company terminates for a City Default, the City should also pay the Company demobilization costs.  
**No.**
19. Contract p.11, Section 3.5: All costs of transition should be included in pricing or charged back to the City. Also, can the City please clarify that the Company's

obligations to seek injunction and work during a strike only relates to strikes of the Company's own employees?

***Any anticipated cost of transition on the part of a new contract operator are to be included in their proposal. The Company's obligations to seek injunctions and work during a strike only relates to the Company's own employees or subcontractors.***

20. Contract p.21, Section 4.3(S)(3): this is repetitive of Section 3.5, and, again, can the City confirm that this section only pertains to strikes of Company's own employees?  
***See response to question #19.***

21. Contract p.25, Section 4.3(X)(1): Can the City clarify that the Company is only obligated to comply with the performance obligation provisions of the MCUA Contract that are being subcontracted to Company under the Agreement with the City and not the entire Agreement? In other words, the Company does not agree to assume the MCUA Contract from the City.  
***Correct.***

22. Contract p.33, Section 4.4(G)(17): Please delete. The Company will not agree to provide advice to the legal department. This is outside of our scope as an operator.  
***Contract p.33, Section 4.4(G)(17) is amended as follows: .  
17) Provide the legal department with advice information  
on System related matters,***

23. Contract - Other: Would the City consider including a mutual exclusion of consequential damages as well as a monetary cap on each party's potential liability?  
***No.***