

CONTRACT
COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL
CC2024-04
RESOLUTION NO.#24-469

**A FIVE YEAR WATER RATE STUDY FOR A PERIOD OF FIVE (5) YEARS FOR THE DEPARTMENT OF
WATER AND SEWER AWARDED TO RAFTELIS FINANCIAL CONSULTANTS, INC.**

THIS CONTRACT, made this 8TH day of **NOVEMBER 2024** by and between the **CITY OF TRENTON, 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** a Municipal Corporation of the State of New Jersey, ("City") and **RAFTELIS FINANCIAL CONSULTANTS, INC., 227 W TRADE STREET #1400, CHARLOTTE, NORTH CAROLINA 28202** ("CONTRACTOR")

WHEREAS, the City has a need to for **A FIVE YEAR WATER RATE STUDY FOR A PERIOD OF FIVE (5) YEARS** for the City of Trenton, Department of Water and Sewer, Trenton Water Works.

WHEREAS, Contractor agrees to provide **A FIVE YEAR WATER RATE STUDY FOR A PERIOD OF FIVE (5) YEARS** in the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

1. PROFESSIONAL SERVICES:

The City agrees to retain **RAFTELIS FINANCIAL CONSULTANTS INC., 227 W TRADE STREET #1400, CHARLOTTE, NORTH CAROLINA 28202** hereinafter set forth at the request of and under the general supervision for the City of Trenton, Department of Water and Sewer, Trenton Water Works.

2. SCOPE OF SERVICES

SEE SCOPE OF SERVICES SECTION

3. DURATION OF THE CONTRACT:

This contract shall remain in full force and effect for a period of five (5) years from **NOVEMBER 8, 2024, TO NOVEMBER 7, 2029**, in an amount not to exceed of \$117,726.00 for the five (5) years: Year 1 \$67,726.00, Year 2 \$12,500.00 (Optional Task), Year 3 \$12,500.00 (Optional Task), Year 4 \$12,500.00 (Optional Task), Year 5 \$12,500.00 (Optional Task).

4. STATUS OF CONTRACTOR:

It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended, nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.

5. NOTICES: Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.

6. INTEGRATION: Resolution #24-469 and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbonding, void, and of no effect and neither party

has relied on any such prior representations in entering into this Contract with the City of Trenton, Department of Administration.

7. **ENFORCEABILITY:** If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.
8. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.
9. **MISCELLANEOUS PROVISIONS:**

- a. Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability, or nationality. Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not 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.
- b. Contractor, 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, sex, gender identity or expression, affectional or sexual orientation.
- c. Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.
- d. Contractor, where applicable, agrees to attempt to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, amended and supplemented from time to time.
- e. Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies.
- f. Contractor will not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will

discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

- g. Contractor, where applicable, 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, sex, gender identity or expression, affectional, sexual orientation, disability, or nationality. The contractor will conform to these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.
- h. The contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations. The contractor shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
- i. Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17-27:
 1. Appropriate evidence that the independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.
 2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
 3. An initial employee information report (Form AA#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4

10. INSURANCE AND INDEMNIFICATION

a. INDEMNIFICATION

1. Successful Proponent will indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, to the extent caused by the negligent acts or omissions of the Proponent, the Proponent's agents, servants or subcontractors in the delivery of materials and supplies, or in the Proponent's performance of the work under this agreement.

11. TERMINATION OF CONTRACT

- a. The contractor agrees to indemnify and hold the OWNER harmless from any liability to contractor's 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.

b. In case of default by the successful Proponent, the OWNER may procure the articles or services from other sources and hold the successful Proponent responsible for any reasonable excess cost occasioned thereby.

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RAFTELIS FINANCIAL CONSULTANTS, INC.
227 W TRADE STREET #1400
CHARLOTTE, NORTH CAROLINA 28202

1/7/2025
DATE

Seal: _____

Attest: *Christine Manta*



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

ATTEST:

R. Garcia
BRANDON L. GARCIA
MUNICIPAL CLERK

DATE

1/8/25

CITY OF TRENTON

W. Reed Gusciora
W. REED GUSCIORA
MAYOR

DATE

1.8.25

1. INTRODUCTION

A. Purpose of the Request for Proposals (RFP)

Trenton Water Works (TWW) is seeking proposals from highly experienced and professional consulting firms to perform a Water Rate Study for the water utility over the course of the next 5 years. This is a Request for Proposal (RFP) for the development of a full and comprehensive Water Rate Study to assure adequate revenue is secured to meet the anticipated operational and capital needs of TWW through the end of year 2029 or the end of the 5th fiscal year after the contract is executed. All cost allocation and revenue requirements must be examined and updated. The development of all water rates must be documented in detail by written description as well as mathematical formulas used.

B. Background

The Trenton Department of Water and Sewer consists of several operating units within its organization. The drinking water division, generally referred to as the Trenton Water Works (TWW), provides retail water service to about 64,000-metered customers in the City of Trenton and in the Townships of Ewing, Hamilton, Hopewell, and Lawrence. TWW charges flat rates across the customer base, and as such, is not subject to the Board of Public Utilities' approval of rate increases. Rates are defined by City of Trenton ordinance.

2. SCOPE OF WORK

The Consultant shall meet with City of Trenton staff (i.e., Department of Water & Sewer, Department of Finance, etc.) as necessary and review TWW's revenue and expenditures for the previous three years (CY 2023, CY2022, TY2021, and FY2021) and perform the following:

A. Revenue Requirements for a study period of five years, CY2024 through CY2029 (or CY2030 if the contract is executed after October 31, 2024).

1. Estimate revenue projections under existing water rates based on the number of water system customers, billable volume, bulk water usage, and meter and fire line charges.
2. Estimate revenue projections to be derived from miscellaneous sources (i.e., connection fees, special tax assessment, inspection fees, etc.).
3. Estimate projections of operational expenses, including but not limited to salary and wage expenses, staffing needs, operation and maintenance expenses (i.e., sludge, chemicals, power, fees, general materials and supplies, etc.), recognizing expected changes in the

number of customers served, quantity of service provided, the effects of inflation, additional expenses due to treatment plant improvements, and other factors which might influence future expense levels.

4. Summarize annual requirements for principal and interest payments, and reserve deposits, if any, for outstanding bonded debt and estimate such requirements for any proposed debt.
5. Estimate projections of normal annual capital addition costs and other miscellaneous revenue requirements.
6. Develop estimated cash flow statements showing the anticipated application of revenue under existing rates, miscellaneous revenue, bond issue proceeds, and available funds on hand to meet the annual revenue requirement of the water system.
7. Develop a schedule of water rate adjustments based on the estimated cash flow of existing rates (and consultation with City of Trenton officials) to meet projected revenue requirements and place the utility on a sound financial basis.

B. Water Service Charge Design for the initial five years of the study period.

1. Design up to three (3) alternative water rate schedules that will produce the revenue required over the course of the 5-yr time period. City policy, contractual, regulatory, and EPA requirements in effect on the effective date of this agreement will be considered in design of the alternative water service charges.
2. Prepare comparisons of typical bills for water service under the existing schedules of charges with bills that would result from schedules of charges derived in this study.
3. Provide a rate cost comparison to five water utilities in NJ of similar size.

C. Other.

1. Prepare a report incorporating the findings, conclusions, and recommendations of the projected user charges and total water service charge study and provide an electronic, editable copy of the draft report to the City. Electronic copy and up to twenty (20) final hard copies of the report shall be submitted.
2. In addition to the necessary meetings with City of Trenton staff from the Water & Sewer and Finance Departments to develop the service charge report, the Consultant shall assist in the development of a presentation to Trenton City Council, representatives of the municipalities served by Trenton Water Works, or other designated groups for

presentation and discussion of the water service charge study findings and report. The Consultant shall attend up to (3) public meetings to present the water rate findings.

3. The water rate review shall meet the highest professional standards.

3. PROPOSAL FORMAT AND CONTENT

Firms shall submit their proposals in accordance with the following:

- A. Firm Information.** Include the firm name, address of office responding, telephone number, fax number, contact person with title, and historic information on establishment including parent company, if applicable. State local presence in the region, if any, and indicate the office location(s) where the majority of the work will be performed.
- B. Qualifications.** Provide all of the following information: the types of services offered; the firm's in-house capabilities and those services which are typically subcontracted to outside consultants; the number of professional consultants on staff who have worked on projects of a similar nature.
- C. Experience.** Provide a summary table listing representative projects completed by the firm within the last ten years. From this list, provide a detailed description of at least three and no more than five examples of similar or related consulting work. For each project, specify the date and scope of each engagement, a description of services provided, a list of key personnel, and the name and telephone number of contact person who may be used as a reference.
- D. Proposed Team.** Provide the names of the key people who would be available and proposed for assignment to the project. Include a resume in a standard format, providing title, length of time with the firm, previous employment and total years of experience, professional registrations, awards, and a brief summary of related experience.
- E. Quality Assurance and Quality Control Procedures.** Provide a description of the techniques used by the firm to provide quality control and assurance. Discuss the results of those procedures on past projects performed by the firm.
- F. Cost Proposal.** The Consultant must provide a total cost to accomplish the entire scope of work described herein and outlined in the proposal. The Consultant must also include an estimate of the amount of work-hours by level of personnel (e.g. Project Manager, Technician, Clerical, etc.) required to complete each task identified in the Consultant's proposed scope of work. Provide a schedule of estimated hourly billing rates for appropriate levels of personnel who are available for assignment and proposed for the project. Provide a

quotation for billing all standard, itemized expenses anticipated for performance of the project, such as travel, computer, copies, telephone, equipment rental, etc., and include a desired markup, if any, for these expenses. Recommendations and/or suggestions relative to the project but not listed as part of the scope of work should be submitted as a separate cost item for consideration.

4. SELECTION CRITERIA

A. Basis of Proposal Evaluation

- Technical Approach – 30%
- Qualifications/Relevant Experience – 30%
- References – 10%
- Fee – 30%

B. Submission requirements and Selection Criteria

TWW will make its selection on the basis of the Proposal Evaluation criteria above. The selected Firm will execute a contract with the City of Trenton, and under the provisions of the New Jersey Local Public Contract Law, it need not be awarded to the lowest bidder.

C. Other

The City reserves the right to accept or reject any and all proposals and parts thereof. There will be no pre-proposal meeting.

5. PROJECT SCHEDULE

The completed study and recommendations shall be submitted to the City within six months after the notice to proceed is issued.

6. PAYMENT

The City of Trenton and the selected consultant will enter into a "Not to Exceed" contract. The not to exceed amount will include all direct and indirect labor charges, material cost, overheads, and profits plus all other fees and charges including expenses. The City will pay the consultant for services as they are performed and invoiced.

7. DIRECTIONS FOR SUBMITTAL

Firms shall submit seven (7) hard copies their proposals in a sealed envelope prior to the Bid Opening Date addressed to Isabel C. Garcia QPA, Purchasing Agent, City of Trenton, Division of Purchasing, First Floor, City Hall Annex, 319 East State Street, Trenton NJ 08608.

8. CONTACTS

For questions about this RFP respondents shall contact:

Isabel Garcia at 609-989-3139 or igarcia@trentonnj.org
by the advertised Deadline for Questions.

CC2024-04 FIVE (5) YEAR WATER RATE STUDY FOR TWW FOR THE CITY OF TRENTON, DEPARTMENT OF WATER AND SEWER, TRENTON WATER WORKS - VISUAL PROPOSAL OPENING DATE JULY 23, 2024 AT 11:00AM					
NUMBER OF RESPONDENTS:	4				
NAME OF BIDDER	GOVERNMENT STRATEGY, GROUP, CEO	RAFTELIS FINANCIAL CONSULTANTS, INC.	NEWGEN STATEGIES AND SOLUTIONS, LLC	REMINGTON & VERNICK ENGINEERS	
ADDRESS	1933 STATE ROUTE 35 - SUITE 303	227 W. TRADE STREET - SUITE 1400	900 BESTGATE ROAD - SUITE 402	2059 SPRINGDALE ROAD	
CITY, STATE, ZIP	WALL, NJ 07719	CHARLOTTE, NC 28202	ANNAPOLIS, MD 21401	CHERRY HILL, NJ 08003	
CONTACT NAME	KENNETH DEROBERTS	DAVE FOX	MICHAEL MAKER	LEONARD A. FAILOA	
TELEPHONE	908-930-0232	774-243-0619	433-951-0355	856-795-9595	
FAX	N/A	828-484-2442	N/A	856-795-1882	
E-MAIL	kdr@governmentstrategroup.com	dfox@raftelis.com	mmaker@newgensstrategies.net	Leonard.Failoa@rve.com	
STATEMENT OF OWNERSHIP DISCLOSURE	INCLUDED	INCLUDED	INCLUDED	INCLUDED	
EQUAL EMPLOYMENT OPPORTUNITY EXHIBIT A	INCLUDED	INCLUDED	INCLUDED	INCLUDED	
REQUIRED EVIDENCE EEO/AFFIRMATIVE ACTION REGULATIONS QUESTIONNAIRE	INCLUDED	INCLUDED	INCLUDED	INCLUDED	
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA #1 AND ADDENDA #2	INCLUDED	INCLUDED	INCLUDED	INCLUDED	
NJ BUSINESS REGISTRATION CERTIFICATE FOR CONTRACTOR	REQUIRED FROM AWARDED PROPOSER	REQUIRED FROM AWARDED PROPOSER	REQUIRED FROM AWARDED PROPOSER	REQUIRED FROM AWARDED PROPOSER	INCLUDED
EIC FOR CONTRACTOR	CERT#41623 EXP.12- 15/2030	AWARDED PROPOSER WITH SIGNED CONTRACTS	AWARDED PROPOSER WITH SIGNED CONTRACTS	AWARDED PROPOSER WITH SIGNED CONTRACTS	CERT#61809 EXP. 10/15/2025
USE OF SUBCONTRACTOR	NONE	NONE	NONE	NONE	YES- SEE ATTACHED
NON-COLLUSION AFFADAVIT	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
AMERICANS WITH DISABILITIES ACT OF 1990 LANGUAGE	INCLUDED	INCLUDED	INCLUDED	INCLUDED	
ETHICS COMPLAINT DISCLOSURE	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
DEBARMENT NOTICE, STATE AND FEDERAL FOR CONTRACTOR	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
INVESTED ACTIVITIES ACTIVITIES IN IRAN	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
CITY OF TRENTON RESIDENT EMPLOYMENT POLICY	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
CERTIFICATE OF INSURANCE	REQUIRED FROM AWARDED PROPOSER	REQUIRED FROM AWARDED PROPOSER	REQUIRED FROM AWARDED PROPOSER	REQUIRED FROM AWARDED PROPOSER	REQUIRED FROM AWARDED PROPOSER
60-DAY EXTENSION COMPLIANCE	YES	YES	YES	YES	N/A
PROVIDE PRIORITY EMERGENCY SERVICES	YES	N/A	N/A	N/A	INCLUDED
REFERENCES	INCLUDED	INCLUDED	INCLUDED	INCLUDED	N/A
W-9	N/A	N/A	N/A	N/A	NONE
EXCEPTIONS (IF ANY)	NONE	NONE	NONE	NONE	NONE
GRAND TOTAL - SEE ATTACHED BREAK-DOWN OF TASKS	\$44,325.00	\$67,726.00	\$146,000.00	\$225,320.00	
FATAL FLAW	NONE	NONE	NONE	NONE	NONE

PROPOSAL
PROPOSER MUST COMPLETE

The undersigned Proposer declares that he/she has read the Notice of Request for Competitive Contracting Proposal, Instructions to Respondents, Affidavits and Scope of Services, Requirements, Evaluation Criteria attached, that he/she has determined the conditions affecting the proposal agrees, if this proposal is accepted, to furnish and deliver the following services: **FIVE (5) YEAR WATER STUDY FOR TRENTON WATER WORKS**


(SIGNATURE BY AUTHORIZED REPRESENTATIVE)

PROPOSER SHALL SUBMIT TOTAL AMOUNT FOR THE SERVICES PER YEAR:

YEAR <u>ONE</u> (1)	<u>\$67,726</u>
YEAR <u>TWO</u> (2)	<u>\$12,500 (Optional Task)</u>
YEAR <u>THREE</u> (3)	<u>\$12,500 (Optional Task)</u>
YEAR <u>FOUR</u> (4)	<u>\$12,500 (Optional Task)</u>
YEAR <u>FIVE</u> (5)	<u>\$12,500 (Optional Task)</u>

GRAND TOTAL AMOUNT FOR FIVE YEARS **\$67,726 (without optional tasks)**

The undersigned is a Corporation, Partnership or Individual under the laws of the State of North Carolina having its principal office

at Charlotte, NC 28202

COMPANY RafTelis Financial Consultants, Inc.

ADDRESS 227 W. Trade Street, Suite 1400, Charlotte, NC 28202

ADDRESS 800 Troy-Schenectady Road, Suite 107, Latham, NY 12110 (Local Office)

NAME Dave Fox, Vice President

TELEPHONE 774-243-0619

FAX 828-484-2442

E-MAIL dfox@raftelis.com

DATE 07/18/2024

EMERGENCY SERVICES

In the event of an emergency, Vendor will provide priority service to the City of Trenton.

VENDOR EMERGENCY COMPLIANCE

YES
NO

In the event of an emergency, identify your company procedure for emergency delivery of services should your facility be affected by a critical disruption:
Please see attached

Please see attached