

**JOINT MEETING OF ESSEX AND UNION
COUNTIES**

REQUEST FOR QUOTATION

FOR

**FURNISH AND DELIVER ECLIPSE PUMPS AND
PART KITS**

**QUOTE OPENING DATE: JUNE13, 2018 11:30A.M.
FAIR AND OPEN PROCESS IN ACCORDANCE WITH
N.J.S.A. 19:44A-20.4 et seq.**

500 South First Street
Elizabeth, NJ 07202
Phone: (908)353-1313
Fax: (908) 353-7925

A. PROJECT BACKGROUND

The Joint Meeting of Essex and Union Counties (the “Joint Meeting”) provides sewer collection services for 11 Municipalities in Essex and Union Counties New Jersey.

All Work shall be in accordance with all applicable Local, County, State and Federal laws and regulations. All Bidders shall be required to comply with Local Public Contracts Law (N.J.S.A. 40A: 11-1 et seq.)

B. SCOPE OF WORK

The Joint Meeting is issuing this request for quotation (RFQ) via a fair and open process in accordance with N.J.S.A 19:44A-20.4 et seq.

Furnish and Deliver Eclipse pump and part kits for use with Sodium Hypochlorite Solution:

- 5 – Eclipse E12 lite Kop Kit (include gears, shafts, liner)
- 1 - Eclipse E12 Kop Kit (include gears, shafts, liner, bearings)
- 1 – Eclipse E12 Pump, (less motor, silicon carbide, viton)
- 3 – Eclipse E25 Kop Kit (include gears, shafts, liner, bearings)
- 1 – Eclipse E25 Pump, (less motor, silicon, carbide, viton)

A delivery charge should be included in the quote.

C. QUALIFICATIONS

The contractor shall have a minimum of three (3) of experience performing similar projects. As a minimum, the quotation shall be accompanied by the following:

1. A list of individuals who will be performing the work along with their qualifications and their relevant experience.
2. A list of similar work performed by the contractor.

D. FAIR AND OPEN CRITERIA

STANDARDIZED SUBMISSION REQUIREMENTS & SELECTION CRITERIA

The fair and open process shall be as follows:

1. The solicitation of qualifications for any contract to be determined in excess of \$17,500, and for which a bid solicitation shall not be required under the Local Public Contracts Law shall be advertised by the Joint Meeting on the Joint Meetings website at least ten (10) days prior to the date set for the receipt of said quote. The published notice shall set forth a description of the requested goods or services, the time, date and place that proposals must be submitted, the contact information for obtaining a proposal document, and a statement that the proposals are being solicited through the fair and open process, in accordance with N.J.S.A. 19:44A-20.4 et seq.

2. The Joint Meeting shall review the responses to the request for quotes and appoint or award a contract to a business entity for the goods or services advertised subsequent to such review. Contracts awarded under this process shall be publicly announced and awarded. The resolution awarding the contract shall state that the contract was awarded after a fair and open process and shall state the number of responses received.
3. Contracts subject to the fair and open process delineated herein are subject to additional Requirements and any other applicable laws including, but not limited to, the Local Public Contracts Law.

E. SELECTION CRITERIA

The selection criteria to be used in awarding a contract for services shall include:

1. Compensation proposal;

F. INSURANCE REQUIREMENTS - NOT APPLICABLE

During the life of this Contract, the Contractor and all listed sub-contractors shall maintain the following insurance coverage by a firm licensed to do business in the State of New Jersey:

1. Contractor Public Liability and Contractor's Property Damage Insurance, including Independent Contractors Completed Operations and Contractual Liability Insurance with limits of \$1,000,000.00 per claim and \$1,000,000.00 aggregate for bodily injury and property damage.
2. Vehicle Liability Insurance for owned, non-owned and hired vehicles with limits of \$1,000,000.00 per claim and \$1,000,000.00 aggregate for Bodily Injury and Property Damage.
3. Worker's Compensation Insurance Coverage at statutory limits.

To the fullest extent permitted by law, the contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Joint Meeting and the Joint Meetings agents, and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reasons of any act or omission of the said Contractor, their subcontractors, their agents, or their employees, in the execution of the work or in guiding same. Proof of coverage shall be provided prior to execution of Agreement with the Joint Meeting.

All insurance certificates shall stipulate that the insurance shall not be changed or cancelled or permitted to expire without giving thirty (30) days prior notice to the Owner by registered mail.

No work shall commence until a certificate of insurance in a form acceptable to the Owner is received.

G. MANDATORY LANGUAGE

AFFIRMATIVE ACTION REQUIREMENTS

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 county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 is electronically provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) and distributed to the public agency through the Division's website:

http://www.state.nj.us/treasury/contract_compliance/

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

AMERICANS WITH DISABILITIES ACT

Equal Opportunity for Individuals with Disabilities

The CONTRACTOR and the Joint Meeting do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Joint Meeting 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 Joint Meeting in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the Joint Meeting, 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.

The Joint Meeting 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 Joint Meeting or any of its agents, servants and employees, the Joint Meeting shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading or other process received by the Joint Meeting or its representatives.

It is expressly agreed and understood that any approval by the Joint Meeting 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 Joint Meeting pursuant to this paragraph.

It is further agreed and understood that the Joint Meeting 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 provision 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 Joint Meeting from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

The Joint Meeting does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

PROOF OF NEW JERSEY BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder must be registered by the bid opening date and submit proof of New Jersey Business Registration prior to award.

http://www.state.nj.us/treasury/contract_compliance/

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

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It is expressly agreed and understood that any approval by the Joint Meeting 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 Joint Meeting pursuant to this paragraph.

It is further agreed and understood that the Joint Meeting 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 provision 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 Joint Meeting from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

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N.J.S.A. 52:32-44 requires that each bidder must be registered by the bid opening date and submit proof of New Jersey Business Registration prior to award.

All business organizations that do business with a local contracting agency (i.e. Joint Meeting of Essex and Union Counties) are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency at the time any submission is received. "Business Organization" means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

FAILURE TO PROVIDE PROOF OF REGISTRATION PRIOR TO AWARD MAY BE CONSIDERED A FATAL DEFECT.

Proof of registration shall be a copy of the bidder's New Jersey Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Further information may be obtained by visiting the following web site at the State of New Jersey:

<http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

H. PAYMENTS

Payment for this project will be on a lump sum basis in accordance with this RFQ and the contractor's proposal.

No extra payment will be made unless the Joint Meeting requests, and approves in writing, work which is determined to be outside the "Scope of Work" described herein. All costs including travel and subsistence, salaries, overhead, profits, etc. shall be included in the lump sum price.

Invoices and vouchers must be received by the first of the month. All payment applications must be approved by the Board of Commissioners at the Public Meeting, which is held on the 3RD Thursday of each month.

I. QUESTIONS

Any person who has questions or who needs additional information should contact Michelle DeFrancis, Purchasing Officer, at (908)3543-1313 x1298.

THE JOINT MEETING OF ESSEX AND UNION COUNTIES

DOCUMENT CHECKLIST

Proposal Opening Date: **June 13, 2018 11:30 A.M.**

A. If the following Items are not submitted with the sealed proposal you **MUST** submit prior to Award:

1. Copy of your Business Registration Certificate as issued by the State of New Jersey, Department of Treasury, Division of Revenue..... ____

2. Department of Treasury W-9 Form..... ____

B. The following items must be submitted prior to start of work:

1. Affirmative Action Compliance..... ____