

**JOINT MEETING OF ESSEX AND  
UNION COUNTIES**

**REQUEST FOR QUOTATION**

**For  
DIGESTER FACILITY REPAIRS,  
IMPROVEMENTS AND UPGRADES**

**QUOTE OPENING: MAY 30, 2018 11:00 AM**

**FAIR AND OPEN PROCESS IN ACCORDANCE WITH  
N.J.S.A. 19:44A-20.4 et seq.**

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Phone: (908) 353-1313  
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## **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.)

It shall be the responsibility of the Contractor to comply with all safety regulations as outlined in OSHA and all other agencies having jurisdiction.

The Contractor will also be required to comply with the Joint Meetings Safety Regulations. The Joint Meetings Safety Officer will provide an orientation for the Contractor prior to the commencement of work.

## **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.19:44-20.4 et seq.

**The scope of work is broken down on Schedule A:**

## **C. QUALIFICATIONS**

The contractor shall have a minimum of three (3) years’ 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; and
2. A list of similar work performed by the contractor.

## **D. PREVAILING WAGE**

As per **N.J.S.A. 34:11-56.25** the contractor is required to pay its workers wages as established by the “New Jersey Department of Labor Prevailing Wage Rate Determination,” and as such **certified payrolls must be submitted with the payment application.**

## **E. FAMILIARIZATION VISIT**

It is strongly recommended that the contractor visit the work site(s) prior to submittal of the quotation to ascertain the working conditions and access limitations. Failure to visit the site(s) shall not relieve the contractor of their obligations to perform the work, nor shall it entitle additional compensation.

## **F. PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

The Contractor and all listed sub-contractors shall provide a valid copy of the State of New Jersey, Department of Labor “**Certificate of Registration**” with the quote.

## **G. PERMITS**

It is the responsibility of the Contractor to procure all Local, County, State and Federal permits required to perform the work. No separate bid item is included for Permits. Cost of said permits shall be included in the various bid items included in the Request for Quotation.

## **H. 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 Joint Meetings website at least ten (10) days prior to the date set for the receipt of said requested 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 quotations and appoint or award a contract to a business entity for the 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.

## **I. SELECTION CRITERIA**

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

1. Experience in providing the services requested by the Joint Meeting and referenced related thereto.
2. Ability to perform the tasks in a timely fashion, including staffing and familiarity with the subject matter and the Joint Meeting.
3. Compensation proposal.

## **J. INSURANCE REQUIREMENTS**

### **A. Worker's Compensation and Employer's Liability.**

1. The Contractor shall take out and maintain in force during the performance of the Contract and until the final completion thereof evidence of:

- a. A policy of worker's compensation insurance in effect for all of the Contractor's employees, and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all employees of the subcontractor unless such employees are covered by the protection afforded by the Contractor). The Workmen's Compensation and Employer's Liability Insurance shall be endorsed to provide coverage under all State and Federal statutes applicable to the scope of the Work.
- b. The Contractor shall furnish proof of the existence of such insurance by Certificate or Certificates or otherwise as the Joint Meeting may require.

### **B. Public Liability, Property and Automobile Insurance.**

1. The Contractor will be required to take out and maintain during the life of the Contract at its own expense such Public Liability Insurance for Bodily Injury and Property Damage, and Contractor's Protective Insurance and Automobile Insurance, as shall protect itself and the Joint Meeting its agents and employees from claims or damages for personal injury, wrongful death, as well as from claims for property damage which may arise from operations under the Contract, whether such operations by Contractor, or by anyone directly or indirectly employed by Contractor and the amount of such insurance shall be as follows:

a. **Public Liability and Owner's and Contractor's Protective Insurance**  
In an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) for injuries and property damage, including wrongful death to any one person, and subject to the same limit for each person, and an amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) on account of one accident. This insurance shall be written with a company acceptable to the Joint Meeting and authorized to do business in the State of New Jersey and shall be taken out before any operations of the Contractor are commenced, and shall be kept in effect until all operations shall be satisfactorily completed. Copies, or the originals, as the case may be, of such policies shall be furnished to the Joint Meeting indicating that the Joint Meeting of Essex and Union Counties is named as an additional insured as well as the Engineer. Such policies shall be approved by the attorney for the Joint Meeting before operations are commenced.

b. **Automobile Insurance**

- (1) Public Liability Insurance and Property Damage Liability Insurance to cover each automobile, truck, vehicle or other equipment both owned and not owned used in the performance of the Contract in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) on account of injury or death of any one person and subject to the same limit for each person, in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) on account of one accident;
- (2) Prior to the commencement of any work by the Contractor there shall be filed with the attorney for the Joint Meeting for approval, a copy of each and every insurance policy hereinabove required to be taken out and maintained in force showing the Joint Meeting of Essex and Union Counties, as well as the Engineer, as a named

- insured or in substitution thereof of a separate policy acceptable to the Joint Meeting and providing like coverage to the Joint Meeting.
- (3) Each and every insurance policy and/or certificate required by the terms of this Contract shall carry an endorsement to the effect that the Insurance Company will give at least THIRTY (30) days' notice by registered mail to the Joint Meeting and the Engineer of any modifications or cancellations of any such policy or policies.
  - (4) If, at any time, any of the said policies shall be or become unsatisfactory to the Joint Meeting and the Engineer as to form and substance, or if a company issuing any such policy shall be or become unsatisfactory to the Joint Meeting and the Engineer, the Contractor shall promptly obtain a new policy and submit a copy of the same to the attorney for the Joint Meeting for approval.
  - (5) Property damage insurance shall include the legal liability of the Contractor for loss or damage to the property of the Joint Meeting.
  - (6) All policies shall be drawn to cover a period of not less than ONE (1) year from the date of issue.
  - (7) The insurance payable under this policy shall be applied by the insurance company first, to the protection of the Joint Meeting and the remainder, if any, to the other named insureds.
  - (8) Failure by the Contractor to keep all insurance as required herein in full force and effect during the term of this Contract shall be cause of the Joint Meeting to order the work stopped until premiums on such insurance policy have been paid or the Joint Meeting may pay the premiums due on such insurance policy and charge the same to the Contractor and deduct the same from any sums due the Contractor at the Joint Meeting's sole option.
  - (9) In the event that claims in excess of these amounts are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payments due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the said Joint Meeting.

## **K. MANDATORY LANGUAGE**

### **EXHIBIT A**

#### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

#### **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 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 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](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 Authority 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 Authority 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.

All business organizations that do business with a local contracting agency 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 contacting 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.

## **L. PAYMENTS**

Payment for this project will be on a lump sum basis.

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 monthly prices.

The contractor is required to pay its workers' wages as established by the "New Jersey Department of Labor Prevailing Wage Rate Determination," and as such, certified payrolls must be submitted with the payment application.

Invoices and vouchers must be received by the first of the month.

**JOINT MEETING OF ESSEX AND UNION COUNTIES**

**DOCUMENT CHECKLIST**

Quotation Opening Date: **May 30, 2018 11:00am**

A. The following non-mandatory items **SHOULD** be provided with the sealed proposals:

1. **NJ Department of Labor Certificate of Registration**..... \_\_\_\_\_

*NOTE: Failure to provide the non-mandatory documentation with the sealed proposal may be cause for fatal defect.*

B. 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. **Insurance Certificate**..... \_\_\_\_\_

3. **W-9** ..... \_\_\_\_\_

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

1. **Affirmative Action Certification**..... \_\_\_\_\_

## **SCHEDULE A**

## Digester Facility Lightning System Repairs, Improvements and Upgrade

Upgrade to the lightning protection systems to the Digester building. The entire installation will be done in accordance with the latest code requirements of the Underwriters Labs. 96A, LPI 175 and NFPA 780, using UL approved materials such as (Independent Protection Company) or equal.

DESCRIPTION OF WORK: Digesters 1, 2, 3 and 4.

The contractor will make necessary improvements to the existing lightning protection on digesters 1, 2, 3 and 4, including but not limited to:

1. Replacement of broken conductors around the digester plaza.
2. Bond any grounded metal bodies within six feet of the conductor cable
3. Replace broken conductor and provide 2nd downlead to the elevator penthouse and connect to exterior down-lead.
4. Replace any broken air terminals and ensure bond of all stairways, railings, and light poles.

Total \$ \_\_\_\_\_

Install additional down-leads and grounds, (9) to digesters 1,2,3 and 4 as required by Code, using Class I copper conductors and 3/4"x10' copper clad ground rods.

Total \$ \_\_\_\_\_

Optional UL Inspection and Certification

Total \$ \_\_\_\_\_