

REQUESTS FOR PROPOSALS

Notice is hereby given that sealed proposals will be received by the Township Committee of Lower Alloways Creek to provide the personnel necessary to perform the duties of the position of Superintendent of Public Works as detailed in Chapter 32 Article 6 of the Township Code and for the operation and management of the wastewater treatment systems and water distribution facility in accordance with specifications and general conditions which may be obtained from the Township Purchasing Agent, at his office in the Municipal Building, 501 Locust Island Road, Hancocks Bridge, New Jersey during normal business hours. RFP will also be available on the Township's website, www.lowerallowayscreek-nj.gov.

Each proposal shall be submitted in a sealed envelope with the name and address of the vendor clearly identified all the outside of the envelope together with the notation,

"PROPOSAL FOR STP/WTP OPERATOR"

All proposals shall be submitted to the Township Purchasing Agent by 1:30 pm, 10/15/14 at the Municipal Building located in Hancocks Bridge, New Jersey at which time the proposals will be opened and read aloud.

Each proposal shall be evaluated and ranked according to the criteria that will meet the specific needs of the Township of Lower Alloways Creek.

The successful vendor shall enter into a written contract with the Township in accordance with the Request for Proposals, Specifications, General Conditions and the Award.

The Township reserves the right to reject any and all bids and to waive any informalities as the interest of the Township may require. The Township is not responsible for loss or destruction of any proposal mailed or delivered to the Township Purchasing Agent prior to the time set for the proposal opening.

All vendors must meet equal employment opportunity requirements of P.L. 1975, C 127, as described in the specifications. All vendors must comply with the provisions of P.L. 1977, C 33. Vendors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, N.J.S.A. 35:5-1 et-seq. and N.J.S.A. 52:32-44.

By order of the Township Committee of Lower Alloways Creek Twp.

TOWNSHIP OF
LOWER ALLOWAYS CREEK
GENERAL INSTRUCTIONS AND CONDITIONS

1. PROPOSAL SUBMISSION

Proposals shall be returned on the form enclosed herein. They shall be returned in sealed envelopes addressed to:

PURCHASING AGENT
LOWER ALLOWAYS CREEK TWP.
P.O. BOX 157
HANCOCK'S BRIDGE, NJ 08038

The envelope shall be marked in the lower left quadrant: Proposal for STP/WTP OPERATOR
The Township accepts no liability for proposals opened in error due to absence of such notation. The Township is not responsible for loss or destruction of any bids mailed or delivered to the Township purchasing agent prior to the time set for the proposal's opening.

2. BID SECURITY (REQUIRED FOR THIS PROPOSAL: YES NO)

When required, a bid bond, cashier's check or certified check, payable to Lower Alloways Creek Township, for the amount of the price bid (not to exceed \$20,000) shall accompany each proposal. It shall be subject to forfeit and retention by the Township in lieu of other legal remedies, should a successful bidder fail to execute a contract and provide a performance bond (if required) within ten (10) days after the Township has tendered the contract.

3. PERFORMANCE BOND (REQUIRED FOR THIS PROPOSAL: YES NO)

When a performance bond is specified, vendors shall include with their bid a surety company's certificate that it will provide a surety company's certificate that it will provide such a bond if the specified bidder is awarded a contract.

A successful vendor shall when required, furnish such a performance bond in the amount of the contract. Said bond shall be that of an approved company, authorized to transact business in the state of New Jersey.

4. PUBLIC DISCLOSURE

No corporation or partnership may be awarded a contract for the performance of work or the furnishing of materials or supplies, unless it lists with its bid, or prior thereto, the name and addresses of all stockholders who own ten (10) percent or more of its stock of any class, or all individual partners who own a ten (10) percent or greater interest therein (N.J.S.A 52:24-24.2, PL 1977, Chapter 33). Failure to supply this information shall be cause for disqualification of vendor.

5. AWARD OF CONTRACT

Contract will be awarded to the most responsible vendor based on the price submitted and the total number of points attributable to each vendor pursuant to the criteria scoring,

6. CRITERIA SCORING

Each proposal submitted under this request will be subjected to the following ranking, with regards to the requirements deemed appropriate and necessary for the full and proper execution of same;

Years of experience as waste water operator ---	2 pts for each year
Level of STP/WTP, certification --	0 pts for min, 2 pts for each level above min
Years of experience as CPWM --	3 pts for each year
Insurance --	10 pts
Accreditations	1 pt each - memberships, offices held, # of Licensed professionals, special accreditations

7. TERM OF CONTRACT

The term of this contract shall be from 1/1/15 through 12/31/17.

8. TIME FOR MAKING AWARDS

The Township shall make contract awards or reject all proposals within sixty (60) days after the proposal opening.

9. INDEMNIFICATION

Vendors shall agree, if awarded a contract, that they will indemnify and save harmless the Township of Lower Alloways Creek from all suits and actions of every nature and description brought against it, growing out of that contract, or contracts, written or verbal, entered into between the Township and the successful vendor, and further that upon the awarding of the contract in accordance with these specifications, this agreement of indemnifications shall automatically become effective.

10. PRICES

Carelessness in quoting prices, or in preparation of proposal otherwise will not relieve the vendor. Proposed prices shall be stated in prospective vendors proposal with the cost for each year for the services of CPWM and STP/WTP Operator separately and the total for each year for both services.

11. WITHDRAWAL OF PROPOSAL

A written request for withdrawal of a proposal will be granted if received **by** the purchasing agent before any bid has been opened.

12. TAXES

The Township is exempt from all Federal and state taxes.

13. AFFIRMATIVE ACTION

Vendors are required to comply with the requirements of P.L. 1975, C127 (N.J.A.C 17:27). The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested 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 Affirmative Action Office for conducting a compliance investigation pursuant to subchapter 10 of the administrative code (N.J.A.C 17:27).

14. QUESTIONS

Questions concerning this request may be directed to the purchasing agent at (856)935-2556, ext. 6210, during normal business hours (M-F, 8:30am 4:30pm).

15. ITEMS BID

No vendor will be allowed to offer more than one price on each item even though he may feel that he has two or more types/products that will meet specifications. Vendors must determine for themselves which type/product to offer. If said vendor should submit more than one price on anyone item, all prices for that item shall be rejected.

16. RETURN OF BID SECURITY

Said bond or check will be returned to the three lowest vendors upon receipt of approved performance bond} if required, and upon execution of a formal contract with the successful vendor.

17. ASSIGNMENT

The successful vendor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the Township of Lower Alloways Creek.

18. RETURN OF CONTRACT

Non-performance by the successful vendor, or his failure to execute the contract or meet the performance bond requirements within ten (10) days after the award, may result, at the option of the Township, in his bid security being forfeited to the Township as liquidated damages and not as a penalty.

19. DIFFERENCES

Should any differences arise between the contracting parties as to the meaning or intent of these instructions or specifications, the purchasing agent or his designated representatives decision is to be final and conclusive.

20. ADDITIONAL CLAIMS

The successful vendor agrees that he "will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of the contract on his part, or failure to fully acquaint himself with any conditions relating to the contract.

21. ORAL INSTRUCTIONS

Neither the Township nor its authorized representatives **will** be responsible in any way for oral answers unconfirmed in writing to any inquiries regarding the intent or meaning of these specifications.

22. NEW JERSEY LAWS

These specifications, instructions to vendors and all accompanying documents, the proposal and contract awarded to the successful bidder shall be construed in accordance with the laws of the State of New Jersey.

23. STANDARD CONTRACT

The successful vendor will be required to sign and execute the Township's standard contract.

24. FAX PROPOSALS

Please be advised that fax transmissions of any of the required proposal documents will not be acceptable. **YOUR PROPOSAL WILL BE DECLARED NON-RESPONSIVE.**

25. PAYMENT

Payment for services will be made on the third Tuesday of each month subsequent to receipt of a signed voucher from the contractor.

26. ACCREDITATIONS

Each vendor will submit their proposal:

- a) a listing of any professional affiliations or memberships in any professional societies or organizations with an indication as to any offices held therein.
- b) the number of licensed professional employed by/affiliated with the business entity
- c) a listing of all special accreditations held by the licensed professional or business entity
- d) a copy of their New Jersey Business Registration
- e) a copy of their Public Works Contractor Certificate

REQUIREMENTS FOR OPERATION OF WATER AND SEWER TREATMENT PLANTS AND CPWM FOR LOWER ALLOWAYS CREEK TOWNSHIP

1. A list of institutions and names and telephone numbers of contact persons presently under contract for this type of service shall be submitted with the bid where indicated on the Contractor Data Sheets. Failure to submit these references will cause your proposal to be declared non-responsive.
2. The operator shall perform all of the functions of sewer plant operator and water treatment operator as required by rules and regulations of all governmental agencies and officials to which this contract relates, including, but not limited to the New Jersey Department of Environmental Protection (NJDEP), and all such rules and regulations adopted by said agencies during the term of this contract. The facilities to which this contract relates are described in paragraph 11 hereof and are hereafter called "facilities". Their proposal will detail the manner in which they intend to fulfill the requirements of the permits related to each of these facilities.
3. All of the work described is to be performed in a good and workmanlike manner.
4. The Operator, upon execution of this Contract shall have in place and in effect the following insurance coverage:
 - A) Worker's Compensation coverage with statutory limits, including employer's liability with a \$250,000 limit.
 - B) General liability insurance coverage in a comprehensive form with a minimum limit of \$ 1,000,000 C.S.L.
 - C) Motor Vehicle Liability insurance coverage in a comprehensive form with a minimum limit of \$500,000 C.S.L. including:
 - 1) owned vehicles
 - 2) hired vehicles and
 - 3) non owned vehicles,
 - D) Professional Liability insurance coverage in a comprehensive form with a minimum limit of \$1,000,000
5. Operator shall immediately upon execution of this Contract file a certificate of Insurance with the Township Clerk reflecting that it has the above coverage in force and effect on the date of execution of this Contract. Contractor will submit renewals as necessary for the duration of this contract.
6. The parties agree that the Operator, pursuant to this Contract: and in performing the services required by same, is acting as an independent contractor and shall have control of the work and manner in which it is performed. Operator is not an agent or employee of the Township and is not entitled to any compensation or benefits by reason of this Contract, except as set forth herein. The parties agree that Operator shall be free to contract for similar Services as required by this Contract with other entities during the term of this Contract.
7. Operator understands and agrees that in performance of this Contract it will be required to comply with all Federal, State and local Laws, rules and regulations now in effect or hereafter promulgated and effective during the term of this Contract. Specifically, but without limitation of the foregoing, Operator understands and agrees that it is required to comply with all said Laws, rules, regulations, permit requirements and orders imposed by the NJDEP and any other governmental agency or official which are within reasonable control of the operator. Operator agrees that the obligation to comply with the requirements of this contract is its sole obligation to the exclusion of the Township, and it agrees that it will be responsible in all respects for complete compliance within the reasonable control of the operator with all Laws, rules, regulations, permits, requirements and orders of the NJDEP or other governmental agency or official to the exclusion of the Township and that it will bear 50% responsibility for payments of all fines and penalties imposed for violation or noncompliance with said laws, rules, regulations, permits and orders. The Township will assist the Operator to contest any such fines in administrative proceedings and or in court prior to any payment of fines.

8. Operator agrees that it will indemnify and save harmless the Township from any and all claims, causes of actions, Judgments, liens, fines and penalties, including attorney fees and costs of suit arising out of negligence on the part of the Operator, Specifically included, but not limited to the full prompt payment of any and all fines imposed by the NJDEP or any other governmental agency for acts or omissions occurring during the term of this Contract.
9. Operator shall have access to and full use of any/all equipment currently being used by the Township. Operator and Township will sign an agreed upon Inventory once the contract has been signed. Operator agrees that he will leave Township with the same inventory in the same working order at the termination of this contract. Operator agrees that he will maintain Township property in a good and workmanlike fashion during this contract. In the event of equipment failure (equipment as per agreed inventory) during the term of this contract, the replacement of like equipment will be responsibility of Operator.
10. The services required by the Operator pursuant to this Contract are personal in nature and Operator shall not assign the whole or any part of this Contract.
11. Operator shall operate, repair, and maintain the following described two sewer treatment facilities and one water treatment facility efficiently at all times and in compliance with all Federal, State or local laws. Operator shall use trained personnel directly employed and supervised by it to regularly and systematically examine, adjust, and maintain the facilities and related accessories pertaining to the facilities. The two sewer treatment plants and one water treatment plant are as follows:
 1. Hancock's Bridge Plant 50,000 GPD Maximum flow Front Street 12-15M GPD Average flow
 2. Canton Plant 50,000 GPD Maximum flow Main Street 20-25M GPD Average flow
 3. Leisure Arms Complex Two six inch wells furnishing water supply for 29 units and Community Building, Approximately 4000 gallons per day
12. Operator shall comply with all state laws, township ordinances: and all rules and regulations of health, and/or public authorities controlling or limiting the methods and materials to be used, or the actions of those engaged in work of the kind required by this Contract. Any labor or material in addition to that described herein, necessary to comply with these laws, rules, ordinances, or regulations shall be performed and furnished by the Operator.
13. Operator shall be responsible for the preparation and submission to the NJDEP of the monthly DMR, SQAR reports and all other required reports. Copies of same shall be sent to the Township Clerk upon submission of same to the agency required.
14. During the term of this Contract or any extension thereof, Township reserves the right to add specific service not included in this Contract or delete services that are included in this Contract. Operator will affect the requested changes within seven days of receipt of written notice from the Township and the Contract price will be adjusted as agreed upon by the parties.
15. The Township reserves the right to cancel this Contract upon 15 days written notice to the Operator by certified mail, return receipt requested sent to the address of the Operator as set forth in this Contract. Upon termination of this Contract prior to expiration of its term, the contract price shall be adjusted to the date of termination on an equal, per diem rate basis, i.e., the contract price shall be divided by the number of calendar days in the term of the Contract to determine the per diem rate, and the Operator shall be paid that rate times the number of calendar days of the Contract term the Operator worked to the date of termination.

16. The two sewer treatment plants are NORWECO plants. Copies of the plant operator's manual are available in the Township's CFO office should a prospective bidder desire a copy for their file/review.
17. The removal of sludge, chemicals as needed for operation of plants and any other equipment not specifically listed as per paragraph 9 shall be the responsibility of the Township, However, the need for these services or equipment replacement/repair will be the responsibility of the Operator.
18. Vendor will supply with their proposal documentation certifying that they are qualified to fulfill all the duties as required by N.J.S.A. 40A: 9-154.5 and 40A:9-154.6g. The vendor shall identify the person who will serve in this capacity for a minimum of fifteen (15) hours per week, which includes time for meetings, conversations and other duties on behalf of the Township that may not be conducted within the Township. Vendor shall provide all documentation necessary to establish the qualifications for the proposed personnel.
19. Vendor will be subject to and responsible for all provisions of Chapter 32 Article VI of the Code of Lower Alloways Creek as stated and/or amended from time to time for the duration of this contract.