

**TOWNSHIP OF CHESTERFIELD
BURLINGTON COUNTY, NEW JERSEY**

**REQUEST FOR PROPOSALS
PURSUANT TO COMPETITIVE CONTRACTING**

**SEWER SYSTEM OPERATION AND MAINTENANCE SERVICES
FOR THE TOWNSHIP OF CHESTERFIELD**

BID OPENING: JANUARY 17, 2019 AT 10:00 A.M.
TOWNSHIP OF CHESTERFIELD,
295 BORDENTOWN CHESTERFIELD ROAD
CHESTERFIELD, NEW JERSEY 08515

NAME OF CONTRACTOR/FIRM: _____

PROPOSAL NOTICE

1. Sealed proposals will be received by the Township Clerk for Chesterfield Township, New Jersey in the Township Clerk's Office at 295 Bordentown-Chesterfield Road, Chesterfield, New Jersey 08515 on or before January 17, 2019, at 10:00 a.m. prevailing time, at which time the proposals will be publicly opened and read aloud for Sewer System Operation and Maintenance Services for Chesterfield Township, as set forth in the attached specifications.

2. Proposals are to be addressed and submitted in accordance with the advertised "Proposal Notice". The words "Sewer System Operation and Maintenance Services Proposal", the date, and the proposal opening time must be stated on the face of the proposal envelope. It is the proposer's responsibility to see that their proposals arrive on time. Late proposals, telegram, facsimile or telephone proposals will not be considered.

3. Contractors must submit a proposal on the Proposal Form attached to this packet as Proposal Document 1.

4. Proposals must be accompanied by a bid bond, certified check or cashier's check in the amount of 10% of the total amount bid, but for not more than \$20,000.00, and shall be made payable to "Chesterfield Township."

5. All contractors must complete and forward with their proposal, the following documentation and complete and forward with their proposal the Proposal Document Submission Checklist:

- A. Proposal Form (Proposal Document 1);
- B. Disclosure Statement (Proposal Document 2);
- C. Non-Collusion Affidavit (Proposal Document 3);
- D. Affirmative Action Requirement (Proposal Document 4); and
- E. Bid Bond, Certified Check, or Cashier's Check in the amount of 10% of the total bid but not to exceed \$20,000.
- F. Technical and Management Experience.
- G. Operator's License

6. Each interested vendor shall submit a proposal which shall include all the information required by this RFP. Failure to meet the requirements of the RFP may result in the Township disqualifying the vendor from further consideration. Under no circumstances shall the provisions of this proposal be subject to negotiation by the Township.

7. The Chesterfield Township Committee reserves the right to reject any or all proposals as may be in the best interest of Chesterfield Township for any of the reasons set forth in N.J.S.A. 40A:11-13.2.

8. The Township shall evaluate the proposals. The methodology used to evaluate the proposals will be based upon the requirements of the RFP and proposal documents which shall include an evaluation and ranking of technical, management and cost related criteria as submitted with the proposal, considering the qualifications of the contractor in systems operation and maintenance, experience in the field, as well as the cost to the Township. A report will be prepared summarizing the proposals submitted and indicating the reasons why the chosen contractor was selected. The report will be made public at least forty-eight (48) hours prior to the award of the contract, or when made available to the governing body, whichever is sooner.

9. Award of a contract shall be made by resolution of the Township within sixty (60) days of receipt of the proposals, except that the proposals of any vendor/contractors who consent thereto, may, at the request of the Township, be held for consideration for such longer period as may be agreed.

10. The Township Clerk shall publish a notice in the Burlington County Times summarizing the award of the contract, which shall include but not be limited to, the nature, duration, and amount of the contract, the name of the vendor and a statement that the resolution and contract are on file and available for public inspection in the office of the Township.

11. The award shall not be binding upon Chesterfield Township until the contract has been fully executed, nor shall any work be performed on account of the proposed contract until the contract has been duly executed and delivered.

12. All contractors shall comply with the requirements of N.J.S.A. 10:5-30 through N.J.S.A. 10:5-38. Proposers are required to familiarize themselves and comply with the requirements of the statutes.

13. Within ten (10) days of the date Chesterfield Township notifies the successful proposer of acceptance of the proposal, the successful proposer shall execute a contract in the form attached hereto and made part hereof, and provide a certificate of liability insurance, in a company with a Best rating of least an "A-", with minimum limits of \$2,000,000.00 for bodily injury and property damage.

Failure to execute said contract within ten (10) days shall entitle Chesterfield Township to consider all the successful proposer's rights arising out of Chesterfield Township's acceptance as abandoned and as a forfeiture of the proposer's Bid Bond. Chesterfield Township reserves and shall be entitled to such other rights as may be granted by law.

Each certificate of liability insurance shall contain a statement naming the Township of Chesterfield as an additional insured and that the policy applies to all aspects of the project which are undertaken by the insured during the performance of this contract. In addition, each certificate of insurance shall contain the following information or statements:

1. Name and address of insured;

2. The number and description of each policy in force on the date of the certificate;
3. The expiration date of each policy shown as well as the amount of coverage for each policy;
4. The name of this contract: "Sewer System Operation and Maintenance Services", and
6. A statement showing the method of cancellation. If cancellation may be effected by the giving of notice to the insured and the Township Committee of the Township of Chesterfield by the insurer, the policy and certificate must provide that cancellation shall not be effective until thirty (30) days after receipt of such notice by the said Township Committee.

14. The Surety Company providing a Bid Bond must be one licensed to conduct business in the State of New Jersey. All bonds submitted must be original with a raised seal. Failure to submit a bid guarantee as required by this specification shall cause the bid to be rejected.

15. Contractor's Representative: The successful contractor will designate a competent individual, acceptable to the purchaser, to interface with the Township on all matters concerning the contract.

16. No exception will be allowed for any of the aforementioned instructions. Bids not submitted in accordance with these instructions will be rejected.

GENERAL REQUIREMENTS: CHESTERFIELD SEWER SYSTEM OPERATIONS AND MAINTENANCE SERVICES

1. **REQUEST FOR PROPOSALS:**

The general scope of services to be provided shall be the management, operation, maintenance and repair of the Chesterfield Township Sanitary Sewer System (System) to the extent generally set forth herein. The Contractor awarded the bid shall designate an employee to be termed the "System Operator". The System Operator, and the entire Contractor's workforce, shall operate and maintain the system at all times on behalf of the Township in compliance with all State, Federal and local laws, rules, regulations and permits and in accordance with the terms and conditions contained herein. Wherever the term System Operator is utilized herein it shall mean the individual designated as such and the entire Contractor's workforce as support staff.

The System Operator shall provide, at their own cost and expense, all labor, materials, machinery, vehicles, equipment, office equipment (copiers, computers, printers, etc.), fuel, chemicals, supplies, materials, spare parts, expendables, consumables, and all else necessary therefore and incidental thereto for the operation, maintenance and management of the System. The Township will reimburse the System Operator for all chemicals, materials and spare parts for the system and Township owned equipment. The Township shall be responsible for fuel and power cost related to the onsite equipment and facilities. The System Operator shall be responsible for their own company owned vehicles and equipment.

2. **SPECIFICATIONS SPECIFIC TO THIS CONTRACT:**

A. In general, the work to be performed under this Contract consists of routine maintenance and cleaning of pumping stations to maintain them in operating condition as well as emergency and routine sewer system operations and maintenance. The Contract awarded will be in effect commencing March 1, 2019. The Township reserves the right to alter the commencement date. The specific items of work included in the Proposal are as follows:

(1) Labor and Craftsmen as needed on an emergency and routine basis for maintaining the functioning of the pumping stations, force mains, gravity lines and the balance of the collection and transmissions system. Work will consist of maintaining the pumping stations in good operating condition including all mechanical equipment therein and maintenance of a reasonably clean work area for maintenance under emergency conditions. It is noted that there are three (3) runs of gravity sewer that are below the minimum slope of .003'/. These runs are to be checked monthly to verify that there are no clogs in the main. These runs are located on Front Street between Manhole # 29 and Manhole # 30; on Ward Avenue between Manhole # 24 and Manhole # 24A; and in the easement between Barbara Drive and Meadowbrook Drive between Manhole # 2A and Manhole # 2B. The contractor shall report to the Township, on a monthly basis, summarizing the operation and maintenance services provided the previous month, including: a listing of all routine activities undertaken, any complaints received and how they were resolved, any ongoing problems requiring follow up.

(2) Emergency Sewer Cleaning to restore flow in clogged or partially clogged lines

(3) Respond to emergency calls from pumping station and customer or Township calls.

(4) General cleanup of pumping stations including removal of weeds, debris, silt buildup, etc. to keep the stations in good condition.

B. The above Statement of Work describes the general items of work to be accomplished under this Contract and should not be construed as being all-inclusive.

C. The Operator shall provide the necessary equipment for high pressure jetting. The work consists of the mechanical flushing of sewer line by high pressure jetting and also the removal of debris as indicated or directed by the Township. The equipment shall be truck mounted or a trailer type unit with minimum pump capacity of 45 gpm at 1600 psi at the nozzle with the machine in operation and water flowing through 400 feet of one inch I.D. hose. The Operator must have an agreement with Aqua New Jersey to use the water from their system if the Operator does not have a water truck to perform the jetting or if he uses water from street hydrants. In addition to sewer line jetting with a high-pressure machine, it may be necessary to utilize sewer rodding and root cutting equipment or sewer vacuum equipment or both in the maintenance and clearing of stoppages within the line. These shall be supplied with necessary manpower for their operation as well as provision for disposal of any debris removed from the sewer system.

D. It is the intention of this Specification to secure complete sewer system operation for both emergency situations and routine maintenance to keep the collection system and its pumping stations and force mains operating properly. All labor, material and other requirements of this operation program in Chesterfield Township, Burlington County, New Jersey, shall be supplied. In the case of emergency maintenance such as sewer line stoppages, pumping station malfunctions, etc., the response time to the site by the Contractor shall not exceed 1 hour from the time of notification.

E. As built plans of the existing system are available for the system operator. Any discrepancies in the as built plans should be brought to the Township's attention so that the proper corrections can be made.

F. The quantity for which payment will be made will be based on a lump sum basis for operations and maintenance of the system, paid on a monthly basis for the lump sum price bid divided by 12 months. Sewer line cleaning will be paid on an hourly rate for the hours spent cleaning the sewer lines. Response to emergency calls will be based on an hourly rate with a three (3) hour minimum payment if the operator must visit the site. If the work is authorized by the Authority or Engineer the operator will be paid at the hourly rate bid for the scope of work presented. Payment will be made on a monthly basis for the quantities (hours) as above determined at the price per hour bid. The Township will not be responsible for any costs incurred by the contractor in accordance with this contract, including but not limited to equipment costs, disposal costs, and the like.

3. **GENERAL REQUIRMENTS:**

A. The contractor shall be responsible to comply with the specifications specific to this Contract. The following items are general specifications, which also require compliance on the part of the contractor. Any failure to abide by either specifications and/or their subparts shall be cause for termination.

B. Each contractor/vendor submitting a proposal must submit documents demonstrating that they have been doing business for at least five years. The contractors submitting proposals must show that they are currently engaged in actively providing Sewer Operations and Maintenance Services for a sewer facility or similar type facility and shall list: (1) all current contracts; (2) all contracts that have expired within the past five years and have not been renewed; and (3) all contracts that have been terminated within the past five years and the reasons therefore. Each contractor must submit an entity name, contact person and telephone number for the contact person for each contract. Each contractor must also indicate whether or not the contract expired or was terminated and state a reason for same.

C. Each contractor submitting a proposal must submit documentation that they have adequate employees assigned to Chesterfield Township.

D. The contractor shall, at its own expense, keep and maintain in full force and effect during the term of this agreement, a policy of comprehensive general liability insurance insuring the contractor's activities with respect to these specifications. Such insurance will be maintained in an amount no less than \$2,000,000 for bodily injury and/or property damage. The contractor shall provide the Township with a certificate of insurance certifying compliance with this requirement and naming the Township as an additional insured.

E. Each contractor must agree to comply with local, county and state laws and regulations of the records maintained for the sewer facility, including all reporting requirements.

F. The term of the contract will be for a one (1) year period, and the Township shall have the sole and exclusive right to renew the contract for up to two (2) consecutive one (1) year periods. The Contractor shall be required to inquire of the Township ninety (90) days prior to the end of each one year term as to the Township's intentions to renew, and the Township shall respond within forty-five (45) days prior to the end of the term.

G. The contractor agrees to indemnify and save the Township and their authorized representatives harmless from and against any and all costs, loss, expenses, liability, damages, including the cost of defending any action on account of any injury or damage to any person, buildings, improvements or property of any person, firm, corporation, or

association on an account of any injury, including death, to any person or persons arising or resulting from the work provided or omitted, from the breach of any contract the contractor entered into with respect to sewer system operation and maintenance services, and from the negligence of the contractor, subcontractors, and his and their agents or employees. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the contractor under the contract.

H. The Contractor shall not assign or transfer its rights under this agreement without the express written approval of the Township. However, should all or part of the Contractor be sold or acquired, the rights granted to it by virtue of the Agreement may be assigned or transferred without the express written approval of the Township.

I. If, at any time during this contract, a Court Order is entered affecting the Township's rights under the contract, the contract may be terminated, at the Township's discretion, with no liability to the Township.

J. The contractor must be able to perform all parts of the contract for which it submits a proposal except the Contractor may subcontract the sewer cleaning portions of the work.

K. The Township may declare the Contractor to be in default of their contract in the event that they breach any of the requirements and/or specifications for the same. Upon a declaration of default, notice of which shall be given to the Contractor by certified mail return receipt requested or by personal delivery to them at their office address, the Contractor shall have five (5) business days to cure the default, except that in the event of a default which requires more than five (5) business days to cure, the contractor shall have such time as is reasonably necessary to cure the default. Should the Contractor fail to cure the default, the Township shall have the right to cure the same, except for a default in payment, and the Contractor shall be responsible to the Township for all costs and expenses incurred in effecting the cure and the costs (including reasonable attorneys fees incurred in collecting same).

In the event of a default in payment, the Township shall have the right to proceed with a suit for collection of the same against the Contractor for any monies which may then be due to it together with all costs (including reasonable attorney's fees) of collecting same.

SPECIFICATIONS – TECHNICAL

1.01 SYSTEM DESCRIPTION

a.)The sewer system consists of two pumping stations, a gravity sewer collection system of approximately 22,267 L.F. of 8" sanitary sewer, 2,884 L.F. of 10" sanitary sewer, 51 L.F. of 12" sanitary sewer, manholes, 29 individual house pumps, approximately 1075 L.F. of 4" PVC force main and approximately 12,070 L.F. of 10" PVC force main and a

metering chamber on the property of the Wagner Correction facility. The Record Drawings Sheet 1 through 7 of 7, dated April 26, 2002, and the Operation and Maintenance Manual dated April 30, 2003, are available for inspection at the Township during normal business hours from 8:30 am to 4:00 pm.

1.02 SYSTEM OPERATION AND MAINTENANCE

The work to be performed under this Contract consists of routine and emergency maintenance and cleaning of pumping stations to maintain them in good operating condition, as well as routine and emergency sewer collection system operations and maintenance. To this end the successful Contractor shall designate and provide an individual meeting the requirements of NJAC 7:10A-1.14 with regards to a Public Wastewater Collection System License C1 or higher as the System Operator. This individual shall be ultimately responsible for carrying out the requirements of this specifications and the system operation. The Contractor shall support this individual as necessary for the proper completion of the System Operator's work load.

The System Operator shall be responsible for the operation, maintenance and management of the System in accordance with all Federal, State and local and other regulatory agency's requirements, laws, rules and regulations. The system shall be kept in good repair and working order and shall be managed, operated and maintained in a professional, efficient and economical manner.

The specific items of work are as follows:

1. Biweekly Pumping Station inspections. With a minimum of two (2) days between each inspection. During each inspection the System Operator shall
 - Perform operational adjustments in accordance with industry standards
 - Perform routine maintenance; including, but not limited to, preventative maintenance (including tracking), corrective maintenance, cleaning of trash rack of all debris and removal of debris from site, hosing down of the wet well, cleaning and lubrication of equipment, equipment inspections, calibration and adjustments to the systems' equipment and tools in accordance with industry standards and maintenance recommendations, whichever is more stringent.
 - Provide janitorial and grounds keeping services in a workman like manner. These services include rodent and pest control, monthly cleaning of the building at PS#1, application of weed killer.
2. Weekly inspection of the Parshall Flume Flowmeter and Electric Service at the Wagner Correctional Facility. During each inspection the System operator shall
 - Perform operational adjustments in accordance with industry standards
 - Perform routine maintenance; including, but not limited to, preventative maintenance (including tracking), corrective maintenance, cleaning and lubrication of equipment, equipment inspections, calibration and adjustments to

the systems' equipment and tools in accordance with industry standards and maintenance recommendations, whichever is more stringent.

3. Monthly inspection of three (3) runs of gravity sewer that are below the minimum slope of 0.003 '/'.
4. Annual Inspection of all System Manholes.
5. Treatment at Pump Station #2 of FOG (fats, oils and greases) with engineered microbes to control and digest the FOG before it causes damage to the system.
6. Preparation of the necessary written reports and checklist including but not limited to:
 - Pump Station Inspection Checklist, sample attached.
 - Parshall Flume Inspection Checklist, sample attached.
 - Gravity Sewers Below Minimum Grade Checklist, sample attached.
 - Manhole Inspection Checklist, sample attached.
 - All other reports, checklist, protocols, records, etc as required by NJAC 7:10A-1.12 including the constant revision to and modification thereof as additional operation history is developed. All such documentation shall be provided to the Township as revisions are made. At the completion of the contract all such documentation shall be handed over to the Township in both paper and electronic data files.

Additionally the System operator shall prepare an Operators Report Monthly for submission to the Township Committee summarizing the operation and maintenance activities and findings of the month. The report shall include a discussion regarding emergency calls received and how they were rectified. The report shall also discuss any unusual occurrences in the system including grease buildup, excessive debris in baskets, etc. This report shall be signed by the system operator. The System Operator should be available if requested to present this report to the Township Committee at a regularly scheduled Committee Meeting.

7. High Pressure Jetting shall be provided to maintain the cleanliness and function of the gravity collection system. The Contractor shall supply all necessary equipment and labor for high pressure jetting. The equipment shall be truck mounted or a trailer type unit with minimum pump capacity of 45 gallons per minute at 1,600 pound per square inch at the nozzle with the machine in operation and water flowing through 400 feet of one inch inner diameter hose. The Contractor shall provide for all labor necessary to operate the jetter. Arrangement for water supply shall be made by the Contractor.

In addition to High Pressure Jetting it may be necessary to utilize sewer rodding and root cutting equipment or sewer vacuum equipment or both in the maintenance and clearing or stoppages within a line. These shall be supplied with the necessary manpower for their operation as well as the provision for the disposal of any debris removed from the sewer system all under the hourly cost of High Pressure Jetting.

8. Emergency Response to system operation problems shall be provided. The System Operator shall respond within a maximum of one hour of any notification to any emergency situation. The Contractor shall be responsible to correct an emergency situation and maintain the functionality of the sewer system.

1.03 QUANTITY AND PAYMENT

For General System Operation, Maintenance, and Reporting the quantity of Payment shall be based on a Lump Sum Basis. The Cost of which shall be evenly paid over the Twelve Month Period of the Contact. This is the payment schedule for the first year.

For the Second Year, the General System Operation, Maintenance, and Reporting shall include all sanitary sewer lines. The quantity of Payment shall be based on a Lump Sum Basis. The Cost of which shall be evenly paid over the Twelve Month Period of the Contact.

For the Third Year, the General System Operation, Maintenance, and Reporting shall include all sanitary sewer lines. The quantity of Payment shall be based on a Lump Sum Basis. The Cost of which shall be evenly paid over the Twelve Month Period of the Contact.

For Sewer Line Cleaning the Contract shall be paid an hourly rate in accordance with the Hourly rate bid in the Proposal.

For Emergency System Operation and Maintenance the System Operator shall be entitled to a minimum of three (3) hours of pay with additional hours billed at the hourly rate provide in the proposal. The basis of payment will be for the time on-site with the travel time specifically excluded. In the event that System Operator requires other services to rectify an emergency situation these other services shall be billed directly to the Township at a cost in keeping with industry standards.

For Treatment for Fats, oils and grease the quantity shall be based on a monthly fee for 12 months.

**SPECIFICATIONS: SEWER OPERATION AND MAINTENANCE SERVICES
FOR CHESTERFIELD TOWNSHIP**

PROPOSAL DOCUMENT 1

PROPOSAL FORM

This proposal is to be based upon a cost for sewer operation and maintenance services for Chesterfield Township:

NAME OF CONTRACTOR: _____

PROPOSAL YEAR ONE, INITIAL CONTRACT

General System Operation, Maintenance, and Reporting	Lump Sum	\$ _____
Sewer Line Cleaning: 100 Hours at \$ _____	per Hour =	\$ _____
Emergency System Operation and Maintenance,		
36 Hours at \$ _____	per Hour =	\$ _____
Treatment for Fats, oils and grease at \$ _____	per month for 12 months	\$ _____
Total Bid for Year One, Initial Contract		\$ _____

PROPOSAL YEAR TWO OPTION

General System Operation, Maintenance, and Reporting	Lump Sum	\$ _____
Sewer Line Cleaning: 100 Hours at \$ _____	per Hour =	\$ _____
Emergency System Operation and Maintenance, minimum three (3) hours		
36 Hours at \$ _____	per Hour =	\$ _____
Treatment for Fats, oils and grease at \$ _____	per month for 12 months	\$ _____
Total Bid for Year Two Option		\$ _____

PROPOSAL YEAR THREE OPTION

General System Operation, Maintenance, and Reporting	Lump Sum	\$ _____
Sewer Line Cleaning: 100 Hours at \$ _____	per Hour =	\$ _____
Emergency System Operation and Maintenance		
36 Hours at \$ _____	per Hour =	\$ _____
Treatment for Fats, oils and grease at \$ _____	per month for 12 months	\$ _____
Total Bid for Year Three Option		\$ _____

The undersigned as proposer declares that they have carefully examined the Request for Proposals, Information for Proposer, General Specifications and the Form of Proposal and is familiar with the work to be bid and will provide the required Sewer Operation and Maintenance Services for the Chesterfield Township Sewer Facility as per the above documents.

Name of Contractor: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Signed: _____ Dated: _____

Return in sealed envelope labeled "Sewer Operation and Maintenance Services" to:

Township of Chesterfield
295 Bordentown-Chesterfield Road
Chesterfield, N.J. 08515

BASIS OF AWARD:

The Township of Chesterfield will award a contract under this competitive contracting process, using the following analysis:

- 80% - Amount Bid by Contractor**
- 20% - Qualitative Analysis of All Other Factors, Including Experience Under Existing and Prior Contracts**

PROPOSAL DOCUMENT 2

**DISCLOSURE STATEMENT (P.L. 1977, Chapter 33)
for SEWER OPERATION AND MAINTENANCE SERVICES
CHESTERFIELD TOWNSHIP SEWER FACILITY**

The following statement is a list of all stockholders in this corporation or partners in this partnership with 10% or greater interest therein, as the case may be. If one or more such stockholders or partner is itself a corporation or partnership the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be shall also be listed. (IF NONE, WRITE NONE)

NAME OF CORPORATION
OR PARTNERSHIP: _____

DATE OF PROPOSAL: _____

NAME	ADDRESS	PERCENT OF STOCK OWNED OR INTEREST IN PARTNERSHIP
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(STATEMENT SUPPLEMENT PERMITTED IF NEEDED)

PROPOSAL DOCUMENT 3

**NON-COLLUSION AFFIDAVIT
for SEWER OPERATION and MAINTENANCE SERVICES
CHESTERFIELD TOWNSHIP SEWER FACILITY**

STATE OF NEW JERSEY)

SS.

COUNTY OF _____)

I, _____ of the city of _____, in the County of _____ and the State of _____, of full age, being duly sworn according to law on my oath and depose and say that: I am _____ of the firm of _____, contractor submitting proposal, making the proposal with full authority so to do; that said contractor has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of full and free competition between vendors in connection with the above named contract; and that all statements contained in said proposal and in this affidavit are true and correct, and make with full knowledge that the Township of Chesterfield relies upon truth and statement contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said proposal.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by _____.

Signed _____
(type name)

Subscribed and sworn to before me
this _____ day of _____, 2016.

Notary Public
My Commission expires _____

PROPOSAL DOCUMENT 4

AFFIRMATIVE ACTION REQUIREMENT

P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND 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 or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during 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 the 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 or sex:

The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to; be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act 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 the regulation promulgated by the Treasurer pursuant to P.L. 1975,c. 127, as amended and supplemented from time to time.

The contractor or subcontractor, agrees to attempt in good faith to employ minority and female workers consistent with the applicable country 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 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status 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.

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, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Submitted by (Name of Firm): _____

By: _____

Title: _____

Date: _____

**CONTRACT FOR THE SEWER SYSTEM OPERATIONS
AND MAINTENANCE SERVICES, CHESTERFIELD TOWNSHIP**

THIS AGREEMENT, made this ____ day of _____, 2019, by and between CHESTERFIELD TOWNSHIP, a municipal corporation, of the County of Burlington and State of New Jersey, hereinafter referred to as "Township" and _____, hereinafter referred to as "Contractor" for a term of one (1) year, with Township options to extend for up to two (2) one (1) year terms.

WHEREAS, Contractor has received Notice of Award indicating that contractor's proposal for the sewer system operations and maintenance services for the Township of Chesterfield's sewer facility has been accepted,

NOW, THEREFORE, in consideration of the payments and agreements hereinafter set forth, the parties agree as follows:

1. CONTRACTOR will provide sewer operation and maintenance services in accordance with the bid specifications, which are incorporated herein by reference and made a part of this Contract.

2. CONTRACTOR will bill the Township monthly for services.

3. CONTRACTOR will provide monthly reports to the Township of its operation and maintenance services, and shall make its records available to the Township for inspection and/or audit at the Township's cost.

4. TOWNSHIP will pay Contractor in accordance with the items contained in the Proposal Form.

5. THIS AGREEMENT shall be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

6. All provisions in the Request for Proposals and proposal documents, which are attached hereto and made a part hereof, are incorporated herein and shall be binding as part of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, or corporate seals, duly attested, the date and year first above written.

CONTRACTOR: _____

TOWNSHIP OF CHESTERFIELD

BY: _____

BY: _____

DATED:

DATED:

ATTEST: _____

ATTEST: _____