

RESOLUTION

No. 22-340A

Date of Adoption DEC - 1 2022

Approved as to form and legality

Factual content certified by


WESLEY BRIDGES, ESQ., DIRECTOR OF LAW


MARK LAVENBERG, DIRECTOR OF WATER & SEWER

Councilman /woman

Caldwell-Wilson

presents the following Resolution:

**RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO
PACIFIC STAR CORPORATION FOR THE FURNISH AND DELIVERY F.O.B. OF
LABORATORY CHEMICAL SUPPLIES II FOR A PERIOD OF ONE (1) YEAR
FROM NOVEMBER 4, 2022 TO NOVEMBER 3, 2023 IN AN AMOUNT NOT TO
EXCEED \$102,138.90 BID 2022-59**

WHEREAS, bids were advertised on October 10, 2022, and two (2) sealed bids were received on September 30, 2022 in the Division of Purchasing for the furnish and delivery f.o.b. of laboratory chemical supplies II for a period of one (1) year for the City of Trenton, Department of Water and Sewer, Water Filtration Plant; and

WHEREAS, this contract is necessary for the chemical supplies II are required for the water filtration plant laboratory; and

WHEREAS, the low bidder, Taylor Distribution Group, LLC, 10410 Waterview Parkway, Rowlett, Texas 75089 was not in compliance with the requirements of the bid specifications. The bidder shall supply all laboratory chemicals listed in the specifications; therefore, the low bidder is considered non-responsive; and

WHEREAS, it is in the best interest of the City of Trenton to award this contract to the second low bidder, Pacific Star Corporation, 4350 South Wayside Drive #106, Houston, Texas 77087 who is able to furnish and deliver f.o.b. all the laboratory chemical supplies II required by the Trenton Water Filtration Plant; made pursuant to advertisement, be and is hereby accepted, as the lowest, responsive, responsible bidder complying with the terms and specifications on file in the Division of Purchasing; and

WHEREAS, funds in an amount not to exceed \$102,138.90 have been certified to be available in the following account number(s): 2-05- -55-5500-824-001. The City of Trenton shall award this contract for a period of one (1) year from November 4, 2022 to November 3, 2023.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Trenton that the Mayor is hereby authorized to execute a contract with Pacific Star Corporation, 4350 South Wayside Drive #106, Houston, Texas 77087 for the furnish and delivery f.o.b. of laboratory chemical supplies II for a period of one (1) year for the City of Trenton, Department of Water and Sewer, Water Filtration Plant for the said purposes in the manner prescribed by law.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
CALDWELL	✓				VAUGHN			NV						
WILSON	✓				WILKINS			NV						
HARRISON	✓				MCBRIDE			✓						
MUSCHAL	✓													

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on 12/1/2022

Kathy McBride
President of Council

[Signature]
City Clerk

**AGREEMENT
CITY OF TRENTON, NEW JERSEY
BID2022-59**

RESOLUTION#: 22-340

RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO PACIFIC STAR CORPORATION FOR THE FURNISH AND DELIVERY F.O.B. OF LABORATORY CHEMICAL SUPPLIES II FOR A PERIOD OF ONE (1) YEAR FROM NOVEMBER 4, 2022 TO NOVEMBER 3, 2023 IN AN AMOUNT NOT TO EXCEED \$102,138.90

This Agreement, entered into this 1st Day of DECEMBER, 2022 between the City of Trenton, a municipal corporation of the State of New Jersey, ("CITY") **319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** and **PACIFIC STAR CORPORATION, 4350 SOUTH WAYSIDE DRIVE #106, HOUSTON, TEXAS 77087** (Contractor"), witnesseth that:

WHEREAS, bids were advertised on September 19, 2022 and two (2) sealed bids were received on September 30, 2022 in the Division of Purchasing for the furnish and delivery f.o.b. of laboratory chemical supplies II for a period of one (1) year for the City of Trenton, Department of Water and Sewer, Water Filtration Plant; and

WHEREAS, this contract is necessary for the chemical supplies II are required for the water filtration plant laboratory; and

WHEREAS, the low bidder, Taylor Distribution Group, LLC, 10410 Waterview Parkway, Rowlett, Texas 75089 was not in compliance with the requirements of the bid specification. The bidder shall supply all laboratory chemicals listed in the specifications; therefore, the low bidder is considered non-responsive ; and

WHEREAS, it is in the best interest of the City of Trenton to award this contract to the second lowest bidder, Pacific Star Corporation, 4350 South Wayside Drive #106, Houston, Texas 77087 who is able to furnish and deliver f.o.b. all the laboratory chemical supplies II required by the Trenton Water Filtration Plant; made pursuant to advertisement, be and is hereby accepted, as the lowest, responsive, responsible bidder complying with the terms and specifications on file in the Division of Purchasing; and

WHEREAS, funds in a amount not to exceed \$102,138.90 have been certified to be available in the following account number(s): 2-05--55-5500-824-001. The City of Trenton shall award this contract for a period of one (1) year from November 4, 2022 to November 3, 2023.

NOW, THEREFORE, IT IS RESOLVED, by the City Council of the City of Trenton that the Mayor hereby authorized to execute a contract with Pacific Star Corporation, 4350 South Wayside Drive #106, Houston, Texas 77087 for the furnish and delivery f.o.b. of laboratory chemical supplies II for a period of one (1) year for the City of Trenton, Department of Water and Sewer, Water Filtration Plant for the said purposes in the manner prescribed by law.

CITY OF TRENTON

Attest: _____
Brandon L. Garcia, RMC
Municipal Clerk

W. Reed Gusclora, Esq., Mayor

Date

Date

and

Pacific Star Corporation, 4350 South Wayside Drive #106, Houston, Texas 77087

Attest: *Angelia A. Rulga*
Secretary
2-14-2023
Date

David Hadi
VP Critical Infrastructure Procurement & Cost Manager

third party to mediate any disputes arising under this agreement and the mediation shall be conducted informally in a manner decided upon by the mediator".

SEVENTH. Contractor hereby agrees to pay all workmen as a minimum the prevailing wages rate in accordance with Chapter 150 of the New Jersey Laws of 1963, Prevailing Wages on Public Contracts and U.S. Department of Labor Wage Rates with the higher rate for any given occupation being the governing rate, and N.J.S.A. 10:2-1 et seq., prohibiting discrimination in employment on public contracts.

EIGHTH. During the performance of this contract, the contractor agrees as follows:

a. 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, or sex. CONTRACTOR will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

b. CONTRACTOR or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

c. 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 CONTRACTOR's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

d. CONTRACTOR or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. (N.J.A.C. 17:27-3.4)

Note: A public works contract for a subcontractor with a total work force of four or fewer employees or for a contractor or subcontractor performing under an existing Federally approved or sanctioned affirmative action program shall contain as mandatory language only paragraphs a, b, and c above, and the contract shall not contain any other mandatory language prescribed by N.J.A.C. 17:27. (N.J.A.C. 17:27-3.4) (c)

e. All bidders and all contractors who are negotiating for a procurement or service contract with the public agency which is not subject to a federally approved or sanctioned affirmative action program are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or

2. A certificate of employee information report approval issued in accordance N.J.A.C. 17:27-4; or

3. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4. (N.J.A.C. 17:27-3.3) (a)

f. CONTRACTOR or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant

to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. (N.J.A.C. 17:27-5.3) (a) (1)

g. 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, gender identity or expression, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. (N.J.A.C. 17:27-5.3) (a) (2)

h. 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. (N.J.A.C. 17:27-5.3) (a) (3)

i. 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. (N.J.A.C. 17:27-5.3) (a) (4)

j. CONTRACTOR agrees that in the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity, or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates. (N.J.S.A. 10:2-1) (a)

k. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex. (N.J.S.A. 10:2-1) (b)

l. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract. (N.J.S.A. 10:2-1) (c)

m. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract. (N.J.S.A. 10:2-1) (d)

n. The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon them. (N.J.A.C. 13:6-1.1)

o. Contractor and subcontractor agree and guarantee to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender identity or expression in accordance with an affirmative action program approved by the State Treasurer. (N.J.S.A. 10:5-32 and 10:5-35) (a)

p. The parties of this contract do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 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 pursuant thereto, are made a part of this contract. The contractor agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR Parts 31, 32 and 34.

Contractor shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations authorized by State Law and expressly specified herein.

IN WITNESS WHEREOF, the City of Trenton has caused this agreement to be signed by the Mayor of the City of Trenton and its corporate seal to be hereto affixed, attested by the City Clerk, and Contractor has likewise caused this agreement to be executed the day and year first above written.

CITY OF TRENTON

Attest:


Brandon L. Garcia, RMC
Municipal Clerk


W. Reed Gusclora, Esq. Mayor

Date

3/1/2023

Date

2-27-23

and

PACIFIC STAR CORPORATION, 4350 SOUTH WAYSIDE DRIVE #106, HOUSTON, TX 77087

Attest:


Secretary


President

Date

2-14-2023

DAVID HADI

CONTRACT AWARD

Upon opening bids, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

☒ Check here if willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

☐ Check here if not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.



AUTHORIZED SIGNATURE

**SPECIFICATIONS
FOR
LABORATORY CHEMICAL SUPPLIES II**

GENERAL

Trenton Water Works (TWW) is seeking bids for Laboratory Chemical Supplies. The vendor shall supply all laboratory chemical supplies necessary for the Trenton Water Works as listed in the specifications. Substitutes shall not be accepted unless authorized by the Laboratory Manager. The vendor shall adhere to the product description, product name and quantities as listed in the contract unless otherwise agreed to by both TWW and the Vendor. The contract term shall be from the award date of the contract for one year unless otherwise agreed to by TWW and the vendor.

Trenton Water Works reserves the right to reduce or increase the number(s) or quantities as it deems necessary and shall only pay for the actual products received.

HEALTH & SAFETY

Laboratory Chemicals Supplies shall conform to the New Jersey Right to Know labeling requirements. All chemicals shipped under the contract shall have MSDS sheets. Trenton Water Works reserves the right to refuse any chemical that is not in conformance with these requirements.

DELIVERIES

Items listed in the attached specifications shall only be provided on an as needed basis. Supplies shall be delivered Monday through Friday between the hours of 7:30 AM and 3:00 PM. In case of delay of shipment, Trenton Water Works shall be notified within 72 hours. The vendor shall be responsible to make the delivery at their expense including sending materials from another vendor.

All supplies shipped under this contract shall possess a minimum of a (9) month shelf life from the date of receipt.

PAYMENT

The vouchers shall be processed by Trenton Water Works upon delivery of products after the vendor submits properly executed payment vouchers.

Any incurred shipping charges shall be included in the total bid price for each item. The City of Trenton shall pay no additional shipping charges.

The City of Trenton shall not pay late fees associated with shipments under this Contract. The supplier agrees not to hold back any orders due to payments processing difficulties. Any orders that are held back shall be grounds for the Trenton Water Works to discontinue the Contract.