

BOROUGH OF NORTH CALDWELL
ESSEX COUNTY, NEW JERSEY
REQUEST FOR PROPOSALS AND QUALIFICATIONS
MUNICIPAL ENGINEERING SERVICES

MARCH 2019

REQUEST FOR PROPOSALS AND QUALIFICATIONS

MUNICIPAL ENGINEERING SERVICES

PLEASE TAKE NOTICE that the Borough of North Caldwell requests submission of Proposals and Statements of Qualifications from qualified engineering firms to provide municipal engineering services for the Borough of North Caldwell. Said Proposals will be received by the North Caldwell Borough Administrator, no later than March 15, 2019 by 12:00 noon, prevailing time, at 141 Gould Avenue, North Caldwell, New Jersey 07006, after which time said Proposals will be opened and considered.

All Proposals must be in accordance with instructions in the Request for Proposals and Qualifications document obtained from the Borough of North Caldwell and must be enclosed in a sealed envelope bearing the name and address of the respondent and the words "RFP for Municipal Engineering Services". The envelope must be addressed to Frank Zichelli, Borough Administrator 141 Gould Avenue, North Caldwell, NJ 07006, and may be delivered by hand, overnight courier or mail. The envelope containing the Proposal must be received by the Borough Administrator by the date and time set forth above. No late Proposals will be accepted.

Proposal documents may be examined and obtained at the office of the Borough Administrator, 141 Gould Avenue, North Caldwell, NJ 07006, between the hours of 8:30 a.m. to 4:00 p.m.

All Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 *et seq.* (P.L. 1975, c. 127 as amended) and N.J.A.C. 17:27-1.1 *et seq.*

The Borough of North Caldwell reserves the right to waive any minor irregularities in or to reject any or all Proposals.

By order of the Borough of North Caldwell.

Introduction

The Borough of North Caldwell is a 2.9 square mile municipality located in Essex County, New Jersey. The Borough is managed by a Mayor and six member Council. Day to day operations are managed by a Borough Administrator. The Public Works Department is responsible for physical operation and maintenance of the Borough roadways, buildings and grounds, recreation facilities, water system, stormwater system and wastewater collection system.

Applicants shall demonstrate knowledge and technical capabilities to provide administration, design, regulatory compliance, oversight, inspection, and monitoring as needed to assure the proper performance of all responsibilities associated with the position of the Municipal Engineer. The Consultant will assign a professional engineer for a minimum of 15 hours per week (on average) to perform the following services:

General Statement of Duties

The selected firm will provide engineering services to the Borough. The successful firm will coordinate with the Borough Administrator on all major activities relating to engineering services. Please note, the Borough reserves the right to obtain specialized engineering services as needed separate from the selected engineer, and may continue to use existing consulting engineers currently under contract with the Borough.

Insurance Requirements

The selected firm, at its sole cost and expense, shall obtain, keep in force, and maintain the following policies of insurance at all times while this Agreement is in effect, and shall not commence any work under this Agreement until proof of such insurance has been provided to the Borough. The coverages provided by such insurance shall not be construed as limitations of liability.

Required Policies.

Commercial General Liability Insurance (Contractual, products and completed operations coverages included) with a combined single limit of no less than \$1,000,000 and a general aggregate limit of no less than \$1,000,000.

Business or Comprehensive Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.

Professional Liability Insurance with limits of \$1,000,000 per claim and \$1,000,000 in the aggregate.

Workers' Compensation and Employer's Liability Insurance covering all of the Contractor's employees directly or indirectly engaged in the performance of this contract. This insurance shall comply with the statutory requirements of the state or states involved and shall have an Employer's Liability Insurance limit of not less than \$500,000.

All policies except workers' compensation shall name as additional insured the Borough, its directors, officers, employees, agents and representatives.

All policies shall be written on an occurrence basis. If a policy may only be obtained on a claims made basis, the policy shall be maintained continuously for a period of no less than three (3) years after the date of final completion of the scope of services under this Agreement.

All policies shall provide that coverage cannot be cancelled without twenty (20) days prior written notice to the Borough.

Potential Scope of Work

The Consulting Municipal Engineer shall act a project manager for the Borough in all matters concerning the performance of Consultants and Contractors on municipal projects. Provide the necessary services to assist other Departments as needed as well as but not limited to the following:

1. Grant writing or assistance with applications as requested.
2. Surveying.
3. Street, sidewalk, curb design.
4. Assist with obtaining necessary permits from regulatory agencies.
5. Identify and prepare Borough projects as required.
6. Construction management and inspection as required.
7. Maintain and update Borough utility maps.
8. Develop maps, record drawings and engineering records for the Borough as needed by project.
9. Miscellaneous municipal engineering design as needed.
10. Attend Borough Council, Planning Board, Zoning Board of Adjustment, Public Hearings and staff meetings as required.
11. Perform detailed reviews of site plans submitted to the Planning Board or Zoning Board of Adjustment.
12. Provide support for the Building Sub-code Departments.

13. Assist in the planning and preparation of long terms preventive maintenance programs and capital expenditure programs for Borough Assets.
14. Help with or directly prepare procurement specifications.
15. Perform cost effectiveness studies to help evaluate various options regarding the procurement and maintenance of Borough Assets.
16. Monitor and maintain the Borough Stormwater Management Program and compliance with all conditions of the Borough New Jersey Pollutant Discharge Elimination System Permit.
17. Assist Borough staff as needed or required and provide general advise.

Tasked-Based Services

The consultant may be directed to undertake specific projects for the Borough that have a finite scope of work, are relatively larger in scale, or for any other reason the Borough wishes to assign the work on a task-basis to the consultant. In these cases, the assignment or work will follow the general process described below:

1. The Borough Administrator will describe a task or need to the consultant for a specific project.
2. The Consultant will prepare a simple proposal describing the scope of work that the Consultant will provide a proposed fee and an estimated project timeline.
3. The Borough Administrator may choose to accept the proposal as is, reject the proposal or negotiate a change of scope or fee with the Consultant.
4. Once the proposal is formally authorized, the Borough Administrator will issue a purchase order to the Consultant to complete the project outlined in the proposal.
5. The Consultant will track the task/work order with an independent project number separate from general service activities.
6. The Borough will assign task/work orders to the Consultant as needed. The Borough will reserve the right to issue a general RFP for specific projects if they desire to have expanded competition, specialized expertise or if the Consultant elects to not accept a request for a specific work order. The Borough will maintain the necessary autonomy to ensure that the public interest is served the best.
7. The appointment of a consultant does not guarantee that the selected firm will be assigned any or all Borough projects.

Terms

The appointment for the engineering services provider shall be for a twelve (12) month period.

The Borough reserves the right to extend for two additional years for a three (3) year term.

Mandatory Minimum Professional Experience and Requirements

The Consultant will assign a professional engineer to this assignment with the following qualifications; the assigned individual must be a Professional Engineer licensed to practice in the State of New Jersey and must possess valid certificates, issued by the State of New Jersey for Certified Municipal Engineer (CME). The Engineer must have extensive and specific knowledge of municipal government, experience in road construction, construction management, water distribution and sewer collection operations, land use law experience, experience in environmental studies assessments, GIS, materials testing, surveying, traffic studies, drainage and stormwater management and extensive knowledge of NJDEP rules and regulations as well as NJDOT regulations for streets, traffic and walkways. Must have at least five (5) years prior experience as a Municipal Engineer.

References: Firms shall provide five (5) municipal references for which the firm has provided similar professional services. Reference information should include:

1. Name of Owner.
2. Project Name.
3. Contact Person and Address.
4. Telephone Number.
5. Firm's key personnel assigned to referenced project.

Proposal Preparation Instructions and Information Required in Proposals

To facilitate the review process and obtain the maximum degree of comparison, the following information should be included in each proposal:

General Information

1. Proposals must be submitted to Borough of North Caldwell by March 15, 2019, no later than 12:00 noon to 141 Gould Avenue, North Caldwell, NJ 07006.

2. Proposals should be mailed or hand delivered. All costs incurred in the preparation of a proposal responding to this request will be the responsibility of the responder and will not be reimbursed by the Borough of North Caldwell.
3. Proposal shall not exceed 15 pages, excluding resumes.
4. Please provide 5 copies of each proposal and one electronic/USB version.

Qualifications and Experience

1. In no more than two (2) pages, the firm should provide a cover letter with the name, address and phone number of the Consultant; as well as the primary contact name and phone number, any qualifying statements or comments regarding the proposal and identification of any sub-consultants and their responsibilities. The signed letter should also include a paragraph stating that the firm is unaware of any conflict of interest in performing the proposed work.
2. Include a history of the firm.
3. Include a description of the qualifications of assigned staff and sub-contractors, relevant technical experience and the availability of the staff for the services provided. After selection of a firm by the Borough, no substitution of key staff or sub-contractors may occur without the written approval of the Borough.
4. A list of related projects should be included with the name of the contact person and the telephone number for which the firm has recently or currently provides services as outlined under the Scope of Work.
5. Identify the project manager, key management and operating personnel from your firm who will provide direct services and identify their area of responsibility for this project. Provide a resume for each person who would have day-to-day responsibility for the development of this project, giving a summary of their pertinent experience and qualifications.

Evaluation and Review of Proposals

The Borough of North Caldwell, at its discretion, may request presentations by or meetings with any or all responders to clarify or negotiate modifications to the firm's proposal. However, the Borough of North Caldwell reserves the rights to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially as the most responsive on which the firm can purpose.

The Borough will begin the evaluation process immediately after the deadline for submittal. The Borough of North Caldwell may establish an Evaluation Team that will review all proposals and recommend to the Governing Body the proposal that is most responsive and best meets the criteria set out herein and that is most advantageous to the residents of the Borough of North Caldwell.

Term of Agreement

This agreement is expected to be a minimum one year agreement with services expected to begin as soon as possible after award or around April 1, 2019. The selected consultant will enter into a contract directly with the Borough of North Caldwell, who will have sole authority to direct the Consultant.

Right to Reject

The Borough of North Caldwell reserves the right to reject all proposals received in response to the RFP. A contract for the accepted proposal will be based upon the factors described in the RFP and to be determined at the sole discretion of Borough of North Caldwell.

Procurement and Service Contract-Mandatory Language

P.L. 1975, C. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL 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, sex, affectional or sexual orientation. The 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, sex, affectional or sexual orientation. Such action 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, sex, affectional or sexual orientation;

The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it 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 regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The 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.

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, sex, affectional or sexual orientation, 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 principals 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, sex, affectional or sexual orientation, 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 reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
BOROUGH OF NORTH CALDWELL

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the Quick on the Way, LLC has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding July 27, 2017 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *Borough of North Caldwell* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

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Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership Corporation Sole Proprietorship Subchapter S Corporation
 Limited Partnership Limited Liability Corporation Limited Liability Partnership

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
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Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____
 Signature of Affiant: _____ Title: _____
 Printed Name of Affiant : _____ Date: _____

| | |
|---|----------------------------|
| Subscribed and sworn before me this ____ day of _____, 2____. | _____ |
| My Commission expires: | (Witnessed or attested by) |
| | _____ |
| | (Seal) |

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
BOROUGH OF NORTH CALDWELL

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

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**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)