

**REQUEST FOR SEALED QUALIFICATIONS
FOR
PROFESSIONAL SERVICES UNDER A FAIR
AND OPEN PROCESS**

WEST MILFORD MUNICIPAL UTILITIES AUTHORITY

ENGINEERING SERVICES

**Contract Term
February 1, 2011 through January 31, 2012**

SUBMISSION DEADLINE

2:00 P.M.

January 21, 2011

ADDRESS ALL PROPOSALS TO:

**KELLY LOVE, ADMINISTRATOR
WEST MILFORD MUNICIPAL UTILITIES AUTHORITY
179 CAHILL CROSS ROAD, SUITE 202
WEST MILFORD, NEW JERSEY 07480**

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

WEST MILFORD MUNICIPAL UTILITIES AUTHORITY
179 CAHILL CROSS ROAD, SUITE 202
WEST MILFORD, NEW JERSEY 07480

CONTACT PERSON

KELLY LOVE, Administrator
(973) 506-7330

PURPOSE OF REQUEST

The West Milford Municipal Utilities Authority (hereinafter “MUA”) is requesting proposals from qualified individuals and firms to provide engineering services, which may include the development of water and sewer projects, preparation of plans for said projects, supervision of projects undertaken by the MUA or other developers together with related services consistent with and in compliance with all applicable laws, rules and regulations.

PERIOD OF CONTRACT

February 1, 2011 through January 31, 2012

METHOD OF PAYMENT

Contractor shall be paid in accordance with the Contract document upon receipt of an invoice and a properly executed voucher. After approval by MUA, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

CONTRACT FORM

The successful contractor hereunder shall be required to execute the MUA’s form contract, which includes the indemnification, insurance, termination and licensing provisions set forth in this Request for Qualifications. A complete copy of a draft MUA form contract is available upon request.

It is also agreed and understood that the acceptance of the final payment by contractor shall be considered a release in full of all claims against the MUA arising out of, or by reason of, the work done and materials furnished hereunder.

DETAILED REQUIREMENTS OF THE REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES

1. **WEST MILFORD MUA FACTS AND FIGURES** – This organization, hereby known as the West Milford Municipal Utilities Authority (MUA), is an independent entity created by Ordinance of the Township of West Milford, pursuant to the Municipal Utilities Authority Law

West Township is located in Passaic County, New Jersey and is approximately 88 square miles. The MUA serves almost 1,740 water customers and 1,496 sewer customers. It employs 3 full time and one part-time employee and has a current annual operating budget of 1.34 Million Dollars. The MUA operates six (6) wastewater treatment plants, nine (9) water treatment plants and one (1) pump station.

The MUA Board of Commissioners is comprised of five regular members and two alternates and meets on the second and fourth Tuesdays of each month. The Board is committed to providing the highest level of service to the residents of West Milford Township and seeks to improve the water and sewer infrastructure for its customers.

2. **NATURE OF SERVICES** – The MUA is requesting proposals from qualified individuals and firms to provide engineering services, consistent with and in compliance with all applicable laws, rules and regulations.

3. **STANDARD REQUIREMENTS OF TECHNICAL PROPOSAL** – Response to this Request for Qualification should include a technical proposal which contains the following:

- A. The name, the principal place of business and, if different, the place where the services will be provided;
- B. The age of the firm and the average number of employees over the past three years;
- C. The education, certifications, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles;
- D. A listing of all other engagements where services of the types being proposed were provided in the past ten years. This should include other MUA's, municipal governments and other levels of government. Contact information for the recipients of the similar services must be provided. The MUA may obtain references from any of the parties listed;
- E. A detailed plan for providing the proposed services;
- F. Proof of professional liability insurance;

- G. Proof of any necessary professional license or certification from the State of New Jersey for all professionals assigned to the engagement;
- H. Statement that the firm maintains Workers' Compensation and Employer's Liability Insurance in accordance with New Jersey law;
- I. Statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency;
- J. A description of the office location and an explanation of the engineer's availability for meetings, conferences, training and emergency response at the MUA's facilities;
- K. An Affirmative Action Statement (copy of form attached);
- L. A completed Non-Collusion Affidavit (copy of form attached);
- M. A completed Owner Disclosure Statement (copy of form attached);
- N. A statement that the engineer will comply with the General Terms and Conditions required by the MUA and enter into the MUA's standard Professional Services Contract;
- O. A copy of the engineer's Business Registration Statement; and
- P. A representation that all services will be performed within the United States of America.

4. SPECIALIZED REQUIREMENTS OF TECHNICAL PROPOSAL –

- A. The engineer must demonstrate the ability to:
 1. Represent the MUA's interest in connection with ongoing and proposed water/sewer projects by developers in accordance with subdivision approvals. Development of water/sewer projects which advance the interests of West Milford Township residents and MUA customers. All work must be done in strict compliance with all applicable, laws, rules and regulations;
 2. Provide sufficient qualified staff to complete the engagement within the time frame and in satisfaction of the deadlines established by the MUA;
 3. Provide guidance regarding other engineering requirements and needs of the MUA, prepare status reports to be delivered to the MUA Board, attend MUA regular, workshop and/or specially scheduled meetings throughout

the term year. **Note: Supplemental information may be requested and an interview may be required.**

4. COST PROPOSAL – The Engineer should submit a cost proposal which would include any proposed retainer, the services to be provided for the retainer and hourly billing rates. The MUA does not provide payment for or reimbursement for travel expenses.

5. DISCUSSIONS WITH PROPOSERS – An oral presentation by the engineer to clarify a proposal may be required at the sole discretion of the MUA. However, the MUA may award a contract based on the initial proposals received without discussion with the engineer. If oral presentations are required, they will be scheduled after the submission of proposals. The engineer will not be compensated for making the presentation.

6. PROPOSAL EVALUATION - MUA will select the most advantageous proposal based on all of the evaluation factors set forth at the end of this Request for Qualifications. However, cost is important to the MUA. The MUA may, if deemed useful, attempt to negotiate an acceptable fee with the most qualified engineer. The MUA will make the award that is in the best interest of the MUA based on cost and other considerations.

Each proposal must satisfy the objectives and requirements detailed in this Request for Qualifications. The features of the proposal, considered together with its economic and other benefits, will form the basis for the evaluation process.

The successful engineer shall be determined by an evaluation of the total content of the proposal submitted. The MUA reserves the right to:

- a. Not select any of the proposals.
- b. Select only portions of a particular engineer's for further consideration (however, engineers may specify portions of the proposal that they consider "bundled".)
- c. Award a contract for the requested services at any time within sixty (60) days of the selection of the most advantageous proposal. Every proposal must be valid through this time period.

The MUA shall not be obligated to explain the results of the evaluation process to any party.

The MUA may require engineers to demonstrate any services described in their proposal prior to award.

7. PROPOSAL LIMITATIONS - This Request for Qualifications is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the MUA by issuance of this Request for Proposals. The MUA reserves the right at the MUA's sole discretion to refuse any proposal submitted.

8. USE OF INFORMATION - Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the MUA to the engineer in connection with this

Request for Qualifications shall remain the property of the MUA. When in tangible form, all copies of such information shall be returned to the MUA upon request. Unless such information was previously known to the engineer, free of any obligation to keep it confidential, or has been or is subsequently made public by the MUA or a third party, it shall be held in confidence by the engineer, shall be used only for the purposes of this Request for Qualifications, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

9. GENERAL TERMS AND CONDITIONS –

- A.** The MUA reserves the right to reject any or all proposals, if necessary, or to waive any informality in the proposals, and unless otherwise specified by the engineer, to accept any item, items or services in the proposals should it be deemed in the best interest of the MUA to do so.
- B.** In case of failure by the successful engineer, the MUA may procure the articles or services from other sources, deduct the cost of the replacement from money due to the engineer under the contract, and hold the engineer responsible for any excess cost occasioned thereby.
- C.** The engineer or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the MUA harmless from, shall indemnify and shall defend the MUA against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the engineer's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the engineer's failure to provide for the safety and protection of its employees, or from engineer's performance or failure to perform pursuant to the terms and provisions hereunder. The engineer's liability hereunder shall continue after the termination with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
- D.** The engineer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation. General and Automobile Liability and shall be subject to approval for adequacy of protection.
- E.** Each proposal must be signed by the person authorized to do so.
- F.** Where applicable, payments will be made upon the approval of vouchers submitted by the successful engineer in accordance with the requirements of the MUA and subject to the MUA's standard procedures.

- G.** The MUA is exempt from any State sales tax or Federal excise tax. In submitting its proposal, the engineer certifies that its total base proposal does not include any N.J. State Sales Tax.
- H.** Any contract awarded hereunder shall be in effect for one (1) year from date of award unless otherwise stated.
- I.** Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to engineers. In the case of mailed proposals, the MUA assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened.
- J.** In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful bidder must agree to obtain individual employer certification and number and complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) the contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or 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 or handicap. 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 section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause: (b) 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 or handicap; (c) 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 worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.
- K.** All services shall be performed within the United State of America.

- L.** All proposals submitted shall include in the price any applicable permits or fees required by any other government entity that has jurisdiction to require the same.
- M.** By submission of the proposal, the engineer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful engineer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the MUA harmless in any case of any such infringement.
- N.** No engineer shall influence, or attempt to influence or cause to be influenced, any MUA officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- O.** No engineer shall cause or influence, or attempt to cause or influence, any MUA officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the engineer or any other person.
- P.** Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the MUA's decision shall be final and conclusive.
- Q.** The MUA shall not be responsible for any expenditure of monies or other expenses incurred by the engineer in making its proposal.
- R.** Any prospective engineer who wishes to challenge a proposal specification shall file such challenges in writing with the MUA no fewer than five (5) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of the contract.
- S.** The checklist, affidavits, notices and the like presented at the end of this Request for Proposal are a part of this Request for Qualifications shall be completed and submitted as part of this proposal.

END OF GENERAL INSTRUCTIONS

BASIS OF AWARD

(to be completed by MUA evaluation committee)

| (To be completed by MUA evaluation committee) EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted. | SCORE |
|---|--------------|
| A. Technical Proposal contains all required information | _____ points |
| B. Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned | _____ points |
| C. Relevance and Extent of Similar Engagements performed | _____ points |
| D. Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability | _____ points |
| E. Reasonableness of Cost Proposal | _____ points |
| TOTALS | |

REQUEST FOR PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

Please initial below, indicating that your proposal includes the itemized document.

A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.

**INITIAL
BELOW**

- A. Nine (9) signed copies of your complete proposal. _____
- B. Non-Collusion Affidavit properly notarized _____
- C. Public Disclosure Statement, properly notarized, listing the names of all persons owning ten (10) percent or more of the proposing entity. _____
- D. Authorized signatures on all forms. _____
- E. Business Registration Certificate(s) _____

Note: N.J.S.A 52:32-44 provides that the County shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate, and the business registration certificate of any subcontractors, at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

**THE UNDERSIGNED HEREBY ACKNOWLEDGES
THE ABOVE LISTED REQUIREMENTS.**

NAME OF ENGINEER:

Person, Firm or Corporation

BY: (NAME) (TITLE)

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to 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, affectional or sexual orientation or sex. 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 for 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, affectional or sexual orientation or sex.

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 any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will

discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____ ss:

I am _____

OF THE FIRM OF _____

UPON MY OATH, I DEPOSE AND SAY:

1. THAT I EXECUTED THE SAID PROPOSAL WITH FULL AUTHORITY SO TO DO;
2. THAT THIS ENGINEER / FIRM HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;
3. THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE WEST MILFORD MUA RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDED THE CONTRACT FOR THE SAID ENGAGEMENT; AND
4. THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL OF SELLING AGENCIES OF THE PROPOSER. (N.J.S.A.52: 34-25)

SUBSCRIBED AND SWORN TO

BEFORE ME THIS _____ DAY

OF _____, 201__.

(type or print name of Affiant Under Signature)

NOTARY PUBLIC OF _____

MY COMISSION EXPIRES: _____, 200__

PUBLIC DISCLOSURE INFORMATION

Set forth below are the names and addresses of all owners of 10% or more of the proposing business entity.

Name: _____
Address: _____

NAME OF BUSINESS ENTITY

SIGNATURE TITLE

Notary Public of _____
My Commission Expires: _____, 20____ .