

# **EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY**

**REQUEST FOR QUALIFICATIONS NO. 2020-01  
FOR  
2020 PROFESSIONAL SERVICES**

**CONSULTING ENGINEER  
SPECIAL PROJECT ENGINEERING POOL  
GENERAL COUNSEL  
CONFLICT COUNSEL  
BOND COUNSEL  
AUDITOR**

**RFQ ADVERTISEMENT: Monday, December 30, 2019**

**RFQ SUBMISSION DEADLINE: Thursday, January 30, 2020 at 2:00 p.m.  
(Location: East Windsor Municipal Utilities Authority)**

**“FAIR AND OPEN” PROCESS IN ACCORDANCE WITH  
N.J.S.A. 19:44A-20.4 et seq.**

Physical Address:

7 Wiltshire Drive

East Windsor, New Jersey 08520

Mailing Address:

7 Wiltshire Drive

East Windsor, New Jersey 08520

Telephone: (609) 443-6000

Facsimile: (609) 443-3928

Website: [www.Eastwindsormua.com](http://www.Eastwindsormua.com)

**EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY  
REQUEST FOR QUALIFICATIONS NO. 2020-01 FOR 2020 PROFESSIONAL SERVICES**

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**EAST WINDSOR MUNICIPAL**  
**UTILITIES AUTHORITY**

**Notice of Request for Qualifications**

NOTICE IS HEREBY GIVEN that pursuant to the provisions of N.J.S.A. 19:44A-20.4 et. Seq. (New Jersey "Pay to Play Law"), sealed proposals of qualifications will be received by the East Windsor Municipal Utilities Authority up to **2:00 pm prevailing time on Thursday, January 30, 2020**, at which time the proposals will be publicly unsealed, and the contents announced for the following:

**RFQ NO. 2020-01**  
**FOR**  
**2020 PROFESSIONAL SERVICES**

**CONSULTING ENGINEER**  
**SPECIAL PROJECT ENGINEERING POOL**  
**GENERAL COUNSEL**  
**CONFLICT COUNSEL**  
**BOND COUNSEL**

The Request for Qualifications (RFQ) documents may be examined and/or obtained from the East Windsor Municipal Utilities Authority's Headquarters, physically located at 7 Wiltshire Drive, East Windsor, New Jersey 08520. Electronic versions of the RFQ packages are also available on the Authorities web site at [www.Eastwindsormua.com](http://www.Eastwindsormua.com)

Proposals must be enclosed in an opaque, sealed envelope and plainly marked with the name and number of the RFQ and contain the name and address of the Proposer on the envelope.

Proposals may be hand delivered or mailed. The Authority assumes no responsibility for the delays in any form of carrier, mail or delivery service causing the RFQ to be received at the Authority later than the above referenced scheduled time. Late proposals will be returned to the Proposer unopened. Proposals may not be faxed, transmitted over telephone or emailed.

Proposers are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and of N.J.A.C. 17:27-1 et seq.

This RFQ is being solicited through a "Fair and Open" process in accordance with the requirements of N.J.S.A. 19:44A-20.4 et. seq. The decision of the Authority as to what constitutes a "Fair and Open" process shall be final.

All questions concerning this notice must be addressed via email to Richard Brand, Executive Director, at [Rbrand@Eastwindsormua.com](mailto:Rbrand@Eastwindsormua.com)

**RFQ DOCUMENT CHECKLIST**

**EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY  
RFQ NO. 2020-01 FOR 2020 PROFESSIONAL SERVICES**

Firm Name: \_\_\_\_\_

\_\_\_\_\_  
Contact Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_

\_\_\_\_\_  
Contact Position: \_\_\_\_\_

\_\_\_\_\_  
Contact Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

**RFQ SUBMISSION DEADLINE: THURSDAY, January 30, 2020 BY 2:00PM PREVAILING TIME**

All Respondents are required to complete this checklist and include it within their Proposal package. Failure to provide this checklist or any of the items detailed within it may be cause for fatal defect.

The following mandatory items **MUST** be submitted with the sealed proposals:

- Executed copy of the "RFQ Document Checklist" (Page 4)
- One (1) original sealed copy and one (1) PDF digital copy of the Proposal Package, marked as per the requirements of Section 4 and formatted in accordance with the requirements of Section 5
- Executed Compensation Proposal Form (Appendix A on Page 17)
- Resume of Proposed Firm (8 copies)
- Acknowledgement of Receipt of Agendas (Appendix B on Page 18)
- Non-Collusion Affidavit (Appendix C on Page 19)
- Statement of Ownership Disclosure (Appendix D on Page 20)
- Affidavit of Compliance – East Windsor Township (Appendix F Page 27)
- Additional Information to Support RFQ Submittal and Selection Criteria (as applicable)

The following items are **NOT** required with the sealed proposal but **MUST** be submitted **PRIOR** to award:

- Proof of valid New Jersey Business Registration Certificate
- Proof of current New Jersey Professional License(s) (for relevant employees)
- Certificate of Insurance (as applicable)
- Affirmative Action Compliance Notice (Appendix D on Page 22)

*I do hereby certify that all of the information provided in this sealed proposal is true and accurate to the best of my knowledge and belief. I understand that the Commissioners of the EWMUA are relying thereon in considering this sealed proposal. Furthermore, I fully understand and shall comply with the indicated Terms of Agreement, unless otherwise specifically noted within the sealed proposal.*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

## 1. RFQ TIMELINE

The anticipated timeline for this RFQ process is as follows:

Request for Qualifications Notice (EWMUA Website):	Monday, December 30, 2019
Informational Meeting:	None Scheduled
Deadline for Questions/Interpretations:	Tuesday, January 21, 2020
Proposal Submission Deadline:	Thursday, January 30, 2020
Anticipated Award by Authority:	Thursday, February 20, 2020
Contract Term:	February 21, 2020 thru February 18, 2021

## 2. FAIR AND OPEN PROCUREMENT PROCESS

The "Fair and Open" procurement process shall be as follows:

- a. The solicitation of proposals for any contract determined to be in excess of \$17,500, or those that can be considered open-ended, and for which a Public Bid solicitation shall not be required under the Local Public Contracts Law, shall be advertised by the Authority on the Authority website at least ten (10) calendar days prior to the date set for the receipt of said request. The published Notice shall set forth a description of the requested goods or services, the time, date and place that proposals must be submitted, the contact information for obtaining a proposal document, and a statement that the proposals are being solicited through the "Fair and Open" process (in accordance with N.J.S.A. 19:44-20.4 et. seq.).
- b. The Authority shall review the responses to the RFQs and award a Contract to a business entity for the goods or services advertised subsequent to such review. The award of these Contracts shall be made to the business entity submitting the qualifications which are deemed to be most advantageous to the Authority with price and other factors considered.
- c. Contracts awarded under this process shall be publicly announced and awarded. The Resolution awarding the Contract shall state that the Contract was awarded after a "Fair and Open" process and shall state the number of responses received.
- d. Contracts subject to the "Fair and Open" process delineated herein are subject to additional requirements and any other applicable laws including, but not limited to, the Local Public Contracts Law.
- e. The Contract shall be awarded as Professional Service contract pursuant to N.J.S.A. 40A:11-5(1) a.

## 3. GENERAL INFORMATION

The EWMUA has assembled this Request for Qualifications (RFQ) package to solicit proposals from interested Firms to provide the Authority with various open - ended Professional Services during 2020. It is the intent of the Authority to award a contract for each of the identified 2020 Professional Services under a "Fair and Open" process.

Nothing herein is intended to exclude any responsible Firms or in any way restrain or restrict competition. On the contrary, all responsible Firms are encouraged to submit proposals.

Proposal packages will be reviewed and evaluated by the Authority's Executive Director and/or his designees to determine if the Respondent has met the minimum professional, administrative and financial criteria established within this RFQ. Based upon the totality of the information contained in the Qualifications package, the

Authority's Executive Director and/or his designees will determine which Respondents are qualified and make a recommendation to the Board for appointment.

#### 4. PROPOSAL SUBMISSION REQUIREMENTS

The East Windsor Municipal Utilities Authority invites sealed proposals pursuant to the aforementioned Notice. Sealed proposals will be received by the designated representative at the time and place stated in the Notice and at such time and place will be publicly opened and read aloud.

All proposal packages shall be submitted in accordance with the following requirements:

- a. One (1) original and one (1) electronic PDF copy of the sealed proposal package shall be submitted to the EWMUA, Attention: Richard Brand, Executive Director, no later than 2:00pm prevailing time on Thursday, January 30, 2020.
- b. Proposal packages shall be submitted in sealed envelopes marked “**Response to RFQ No. 2020-01 for 2020 Professional Services**” and “**Sealed Contract Proposal**” clearly marked on the outside of the envelope.
- c. Proposal packages sent via courier or hand delivery shall be addressed to the Authority’s physical address at 7 Wiltshire Drive, East Windsor, New Jersey 08520.
- d. Proposal packages shall be addressed to the Authority’s mailing address at 7 Wiltshire Drive, East Windsor, New Jersey 08520.
- e. Only one (1) qualifications package needs to be submitted if the Firm is applying for multiple professional positions. Be sure to clearly indicate all positions for which the Firm is interested in on the Compensation Proposal form in Appendix A. The submission package shall also be clearly marked with each position.
- f. The Authority disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent overnight mail, the “**Sealed Contract Proposal**” designation must also appear on the outside of the delivery company envelope.
- g. Proposal packages shall clearly bear the name and address of the Respondent written on the face of the envelope.
- h. Proposal packages shall be submitted in the required format, as detailed within Section 5.
- i. Proposals may not be faxed, transmitted over the telephone or emailed.
- j. All proposals shall be binding for sixty (60) calendar days following the above due date.
- k. Proposals received by the Authority after the time specified will not be opened and/or considered. It is the Respondent’s responsibility to see that proposal are presented to the Authority on the hour and at the place designated.
- l. All information required within this Request for Qualifications must be provided to constitute a valid proposal. Omission of required documentation shall deem a Proposal non-responsive.
- m. Any changes, whiteouts, strikeouts, etc. within the proposal must be initialed in ink by the person responsible for signing the proposal.



## 5. PROPOSAL SUBMISSION FORMAT

In an effort to ensure consistency, proposals must conform to the following format:

Section A: RFQ Checklist

Section B: Scope of Services

Section C: Resume

Section D: Facilities

Section E: Conflict of Interest

Section F: Compensation Proposal Form

Section G: Additional Information

Section H: Acknowledgement of Revisions or Addenda

Section I: Non-Collusion Affidavit

Section J: Statement of Business Entity Ownership

Section K; New Jersey Business Registration Certificate

Section L: Affirmative Action Compliance Notice

Section M: Affidavit of Compliance – East Windsor Township

All sections are to be addressed and specifically referenced. Following is a detail of the expectations for formatting of Proposal packages.

### 5.1 SECTION A: RFQ CHECKLIST

Each Respondent shall be required to provide a fully executed RFQ Checklist, acknowledging submission of each of the indicated items. The checklist should identify the Firm, Main Point of Contact and be completed with blue or black ink. An original signature is required.

### 5.2 SECTION B: SCOPE OF SERVICES

It is the Authority's intention to solicit Proposals from Firms that have expertise in the provision of the open-ended professional services as detailed below. Respondents must **concisely** demonstrate that they have the continuing capabilities to perform the specified professional services.

All services shall be coordinated by the Executive Director and be billed at an hourly rate in accordance with the submitted 2020 Rate Schedules, on an "as-needed" basis. The Authority holds the right to negotiate any hourly rates and/or negotiate lump sum prices for any Professional Service provided.

Additionally, this RFQ shall **qualify each of the appointed Firms** to provide Professional Services related to all phases of special projects (ie: Capital Improvements, studies, etc.), as specifically authorized by the EWMUA Board on a project-by-project basis. The Authority reserves the right to solicit proposals and negotiate fees separate from this RFQ based upon a defined level of effort for each special project, as required.

**5.2(a) GENERAL COUNSEL**

The selected General Counsel shall be qualified to provide general legal services under the direction of an Attorney licensed to practice in the State of New Jersey, to be named the "Authority Attorney". Responsibilities shall generally include (but in no way be limited to): attendance at the Authority's monthly public meetings, monthly reports, preparation and/or review of contracts, legal review of Developer's Applications, preparation and/or review of Developer Agreements, easements, drafting of resolutions of approval for reviews, emergency response services and miscellaneous legal consultation services, as directed by the Authority. Generally speaking, the selected General Counsel shall provide professional services for the day-to-day legal needs of the Authority.

**5.2(b) CONFLICT COUNSEL**

The selected Conflict Counsel shall be qualified to provide legal services for any items that represent a conflict or that may be out of the area of expertise for the appointed General Counsel. The Conflict Counsel must demonstrate experience in the field of employment law.

**5.2(c) BOND COUNSEL**

The selected Bond Counsel shall be qualified to provide legal services for any debt issuances authorized by the Authority and shall provide legal counsel for any debt and/or bond related services that may arise, on an as-needed basis. The Bond Counsel must demonstrate experienced with both NJIB (formerly NJEIT) and MCIA financing.

**5.2(d) CONSULTING ENGINEER**

The selected Consulting Engineer shall be qualified to provide general engineering services under the direction of a Professional Engineer licensed in the State of New Jersey, to be named the "Authority Engineer". General engineering responsibilities shall include (but no way be limited to): technical review of Developer's applications, survey and inspection work, wastewater flow metering analysis, annual wastewater flow projection analysis, design of wastewater and water treatment plants and facilities, infrastructure design, permitting, attendance at the Authority's monthly meetings, monthly reports, emergency response services, preparation of an annual facilities report and miscellaneous consultation services, as directed by the Authority. Generally speaking, the selected Consulting Engineer shall provide professional services for the day-to-day engineering needs of the Authority.

**5.2(e) SPECIAL PROJECT ENGINEERING POOL**

The Authority shall qualify a "pool" of Firms to provide engineering services on special projects (ie: Capital Improvements, studies, etc.). There is no guarantee that special projects will be awarded but the Authority reserves the right to either directly select a Firm for a particular project or to solicit proposals from two (2) or more of the Firms within the Pool for consideration by the Board for a particular project. Each special project shall require separate approval from the Authority's Board via resolution and the Authority reserves the right to negotiate payment terms for each individual Special Project.

All Firms within the Special Project Engineering Pool shall also be qualified as a potential Conflict Engineer to address engineering matters that represent a conflict or that may be out of the area of expertise of the Consulting Engineer. The Authority reserves the right to appoint any Firm as Conflict Engineer on a particular matter without soliciting proposals from the Pool.

### **5.2(f) AUDITOR**

The selected Auditor shall be qualified to provide Auditing services to the EWMUA. The auditor must be capable of performing:

- a. Audit the Authority's financial statements for the financial year ending November 30, 2020.
- b. Audit shall be conducted in conformance with the auditing practices prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey.
- c. Audit shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States.
- d. Auditor shall prepare and mail utility verification letters and verify responses accordingly.
- e. Such other auditing services appropriate to the position as requested.
- f. Submit Audit report to board by June Board Meeting
- g. Attendance at the July Board Meeting to give report

### **5.3 SECTION C: RESUME**

This section shall address the following:

- a. Name and address of the Respondent's Firm and the Corporate Officer authorized to execute Agreements.
- b. Concise description of the Firm's history, ownership, organizational structure, location of its management and relevant licenses to business in the State of New Jersey.
- c. Generally, describe the Firm's regional, statewide and local service capabilities.
- d. Provide and identify the names, experience, qualifications and applicable licenses held by the individual primarily responsible for servicing the account with the Authority. Indicate any specialized skills that would be provided to the Authority.
- e. Provide a concise listing of other Local Government or similar Clients with which the Firm has experience servicing. Include the name, address and telephone number of the Contact person.
- f. Provide a statement of assurance to the effect that the Firm is not currently in violation of any regulatory rules and regulations that may have an impact on your Firm's operations.

### **5.4 SECTION D: FACILITIES**

For the Firm's facilities that are located closest to the Authority's Headquarters in East Windsor, New Jersey, provide:

- a. The location of the office.
- b. Firm personnel assigned to this location.
- c. The activities of the Firm performed at this location.

For those facilities and activities located elsewhere, please explain the activities performed and why these are best performed at a different office. Firms where all activities are performed at a single location, this does not have to be addressed.

**5.5 SECTION E: CONFLICT OF INTEREST**

This section should disclose any potential conflicts of interest that the Firm may have in performing these services for the Authority.

**5.6 SECTION F: COMPENSATION PROPOSAL FORM**

Each Respondent shall be required to provide a fully executed Compensation Proposal Form, which can be found in Appendix A and shall be completed with blue ink. An original signature is required. A copy of the Firm's 2020 Rate Schedule is required to be attached. **Please note that the Authority reserves the right to negotiate with any or all vendors meeting the evaluation criteria set forth herein.**

**5.7 SECTION G: ADDITIONAL INFORMATION**

This section is for any further pertinent data and information not included elsewhere in the RFQ that further explains how your Firm can best serve the Authority for the specified services.

**5.8 SECTION H: ACKNOWLEDGEMENT OF REVISIONS OR ADDENDA**

Each Respondent shall be required to provide a fully executed copy of the "Acknowledgement of Revisions or Addenda" form, which can be found in Appendix B. This item is MANDATORY and MUST be submitted with the sealed proposal.

**5.9 SECTION I: NON-COLLUSION AFFIDAVIT**

Each Respondent shall be required to provide a fully executed copy of the "Non-Collusion Affidavit" form, which can be found in Appendix C. This item is MANDATORY and MUST be submitted with the sealed proposal.

**5.10 SECTION J: STATEMENT OF BUSINESS ENTITY OWNERSHIP**

Each Respondent shall be required to provide a fully executed copy of the "Statement of Business Entity Ownership" form, which can be found in Appendix D. This item is MANDATORY and MUST be submitted with the sealed proposal.

**5.11 SECTION K: PROOF OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

Each Respondent shall be required to provide a valid New Jersey Business Registration Certificate. This item is NOT required with the sealed qualification proposal but MUST be submitted PRIOR to award.

**5.12 SECTION L: AFFIRMATIVE ACTION COMPLIANCE NOTICE**

Each Respondent shall be required to provide a fully executed copy of the "Affirmative Action Compliance Notice" form, which can be found in Appendix E. This item is NOT required with the sealed qualification proposal but MUST be submitted PRIOR to award.

**5.13 SECTION M: AFFIDAVIT OF COMPLIANCE NOTICE**

Each Respondent shall be required to provide a fully executed copy of the "Affidavit of Compliance Notice" form, which can be found in Appendix F. This item is MANDATORY and MUST be submitted with the sealed proposal.

## 6. SELECTION CRITERIA

The various professional services shall be awarded to the Firms that are most advantageous to the Authority, price and other factors considered. The Board of the East Windsor Municipal Utilities Authority shall evaluate RFQs and the basis of award shall be dependent upon on the following qualifications:

- a. History, experience, expertise and reputation of the Firm in performing professional work in the applicable field.
- b. Ability, capacity and skill of the Firm to support and deliver the identified Scope of Services (refer to Section 5.2).
- c. Ability of the Firm to perform the services in a timely manner and availability of personnel, facilities, equipment and other resources.
- d. Availability to accommodate any required meetings of the Authority.
- e. Knowledge of East Windsor Township and/or East Windsor MUA
- f. The number of licensed Professionals employed by or associated with the Firm. **Please submit current copies of relevant Professional licenses.**
- g. Qualifications and background of the assigned Staff, insofar as they relate to this RFQ. Provide name and resume of the Main Contact who will be assigned to the Authority's account. Describe the qualifications and provide resumes of support Staff as they relate to the services to be provided.
- h. Specific Professional Qualifications, as follows:
  - i. **GENERAL COUNSEL and CONFLICT COUNSEL:** Must have at least ten (10) years of professional experience, must have experience representing municipal entities or Utility Authorities, and be well versed in the field of municipal, public contracts law and laws involving Municipal Utilities Authorities; must possess the ability to develop and litigate complex Utility issues. Additionally, the Conflict Counsel must be well versed in employment law.
  - ii. **BOND COUNSEL:** Must have at least ten (10) years of professional experience in Utility or governmental bonding; must have specific knowledge of the New Jersey Local Bond Law, Local Budget and Fiscal Affairs Law, regulations promulgated by the New Jersey Division of Local Government Services and Local Finance Board; must have experience in dealings with the New Jersey Infrastructure Bank Financing Program (NJIB, Formerly NJEIT) and Mercer County Improvement Authority; must be listed in such established books and guides as qualified to do financial and bonding work.
  - iii. **CONSULTING ENGINEER and SPECIAL PROJECT ENGINEERING POOL:** Must have at least ten (10) years of professional experience in municipal, water/wastewater utility engineering and demonstrate experience in performing reviews of public and private water/wastewater infrastructure improvements; must have design and construction related experience on similarly sized water/wastewater facilities as the East Windsor Municipal Utilities Authority; must possess the ability to perform inspections on public works projects, on-site and off-site improvements by

public and private entities; must have the ability to perform all aspects of a project including design, bid and construction phase engineering services; must have experience in dealings with the New Jersey Infrastructure Bank Financing Program (NJIBFP).

- iv. **AUDITOR:** Must have at least ten (10) years of professional experience, must have experience representing municipal entities and/or Utility Authorities, and be well versed in accordance with Government Auditing Standards issued by the Comptroller General of the United States, knowledge of auditing practices prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey.
- i. 2020 Rate Schedule identifying specific rates for employees of the Firm and methods for charging of any services rendered. Specify if any overhead factors will be applied to any rates charged, as well as any ancillary charges that may also be charged. Indicate charges for monthly meetings and reports to the Board.
- j. List of References with current contact information.
- k. The Authority requires that each Firm shall hold a valid New Jersey Business Registration Certificate. **Please submit a copy of current Certificate.**
- l. Other factors if demonstrated to be in the best interest of the EWMUA.

The selection of the professional Firms shall be based on the EWMUA Board evaluation of the submitted materials, qualifications and compensation as set forth in this document. The EWMUA Board reserve the right to negotiate the terms and conditions of any Contract with the successful Firm(s) based upon the evaluation of the proposal package, which the Board deems to be most advantageous to the EWMUA.

## **7. TERMS OF AGREEMENT**

Following are the Terms of Agreement for this RFQ:

- a. The effective term of the Professional Service Agreement shall be on or about **February 21, 2020 thru February 18, 2021.**
- b. The Authority shall not be liable for any costs incurred in the preparation of proposals.
- c. The Authority reserves the right to conduct personal interviews prior to selection. The Authority shall not be liable for any costs incurred by the Respondent in connection with such interviews (ie: travel, accommodations, etc.).
- d. The Respondent certifies that they have fully read and understand the RFQ and have full knowledge of the scope, nature, quantity and quality of the work to be performed.
- e. The Respondent shall furnish such additional information as the Authority may reasonably require. The Authority reserves the right to make investigations of the qualifications of the Respondent as it deems appropriate.
- f. The Authority reserves the right to reject any and/or all Proposals or to informally negotiate certain points of the final Contract with the Respondent.
- g. The Authority reserves the right to waive minor irregularities in the procedures.
- h. The Authority further reserves the right to seek new Proposals when such a procedure is in its best interest. The Authority shall not be obligated to provide reasons for the rejection of any Proposal.
- i. All Respondents are required to provide a Fee Schedule detailing compensation for specified services.

- j. Failure to submit any required information may render a proposal non-responsive and may result in disqualification.
- k. Termination of Contract
  - i. If, through any cause, the successful Firm shall fail to fulfill in a timely manner and proper manner obligations under this contract or violate any of the requirements of this contract, the Authority shall thereupon have the right to terminate this contract by giving written notice to the Firm of such termination and specifying the effective date of the termination. Such termination shall relieve the Authority of any obligation for balances to the successful Firm of any sum set forth in the contract.
  - ii. Notwithstanding the above, the Firm shall not be relieved of liability to the Authority for damages sustained by the Authority by virtue of any breach of the contract by the Firm and the Authority may withhold any payments to the Firm for the purpose of compensation until such time as the exact amount of the damage due the Authority from the Firm is determined.
  - iii. The Firm agrees to indemnify and hold harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Authority under this provision.
  - iv. In case of a default by the successful Firm, the Authority may procure the articles or services from other sources and hold the successful Firm responsible for any excess cost occasioned thereby.
  - v. The Authority reserves the right to terminate the contract at any time, for any reason, with no penalties.

## **8. INTERPRETATION AND ADDENDA**

The Respondent understands and agrees that its proposal is submitted on the basis of the requirements prepared by the Authority. The Respondent accepts the obligation to become familiar with these requirements.

Respondents are expected to examine the requirements with care and observe all their requirements. Ambiguities, errors or omissions noted by Respondents should be promptly reported in writing to the appropriate official. In the event the Respondent fails to notify the Authority of such ambiguities, errors or omissions, the Respondent shall be bound by the proposal.

Any questions and/or comments should be directed to the following Authority personnel:

Richard Brand, Executive Director  
East Windsor Municipal Utilities Authority  
7 Wiltshire Drive  
East Windsor, New Jersey 08520  
Tel: (609) 443-6000  
Email: [Rbrand@Eastwindsormua.com](mailto:Rbrand@Eastwindsormua.com) (preferable)

No oral interpretation of the meaning of the RFQ will be made to any Respondent. Every request for an interpretation shall be in writing, addressed to the Authority personnel stipulated in the proposal. In order to be given consideration, written requests for questions/interpretation must be received by the date stipulated in the proposal. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the RFQ and will be distributed to all prospective Respondents, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents and shall be acknowledged by the Respondent in the proposal. The Authority's interpretations or corrections thereof shall be final.

## **9. STATUTORY AND OTHER REQUIREMENTS**

All Respondents are required to adhere to the following additional requirements:

### **9.1 INSURANCE REQUIREMENTS**

During the performance of this Contract, all Firms and their sub-consultants shall provide a Certificate of Insurance, issued by a carrier licensed in the State of New Jersey for the Firm/Company/Individuals, which maintains the following insurance coverage:

- a. Professional Liability Practice Policy with limits of \$1,000,000 per claim and \$2,000,000 aggregate per year.
- b. Commercial General Liability Insurance with limits of \$1,000,000 per claim and \$3,000,000 aggregate. The Authority and its Board, Staff and Consultants shall be named as additional insured.

The Consulting Engineer and Special Project Engineering Pool shall also provide the following, in addition to the above:

- a. Workers Compensation Insurance at statutory limits.
- b. Automobile Liability Insurance with a limit of \$1,000,000 per occurrence combined single limit.
- c. Non-Owned Automobile Liability insurance, including coverage for hired and leased vehicles, with limits of \$1,000,000 per occurrence.

All Consultants shall indemnify and save harmless the East Windsor Municipal Utilities Authority, East Windsor Township, the Authority's agents and employees against all losses and claims, demands, payments, suits, actions, recoveries and judgements of every nature and description brought or recovered against them by reasons of any act or omission of the said Contractor, their subcontractors, their agents or their employees, in the execution of the work or in guiding same. Proof of coverage shall be provided prior to execution of any Agreement with the Authority.

### **9.2 AFFIRMATIVE ACTION REQUIREMENTS**

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

- a. 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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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.



- 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- c. The Contractor or Subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. 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.
- e. The Contractor or Subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
- f. The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. 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.
- h. In conforming with the targeted 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- i. 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:
  - 1. Letter of Federal Affirmative Action Plan Approval;
  - 2. Certificate of Employee Information Report;
  - 3. Employee Information Report Form AA302 is electronically provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) and distributed to the public agency through the Division's website:  

[http://www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/)
- j. The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Division of Public

### **9.3 AMERICANS WITH DISABILITIES ACT**

#### **Equal Opportunity for Individuals with Disabilities**

The Contractor and the Authority do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. § 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the EWMUA pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Authority in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect and save harmless the Authority, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

The Authority shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Authority or any of its agents, servants and employees, the Authority shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the Authority or its representatives.

It is expressly agreed and understood that any approval by the Authority of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the Authority pursuant to this paragraph.

It is further agreed and understood that the Authority assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Contractor expressly understands and agrees that the provision of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

The Authority does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

#### **9.4 PROOF OF NEW JERSEY BUSINESS REGISTRATION**

N.J.S.A. 52:32-44 requires that each bidder must be registered by the bid opening date and submit proof of New Jersey Business Registration prior to award.

All business organizations that do business with a local contracting agency (i.e. East Windsor Municipal Utilities Authority) are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency at the time any submission is received. "Business Organization" means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

#### **FAILURE TO PROVIDE PROOF OF BRC PRIOR TO AWARD MAY BE CONSIDERED A FATAL DEFECT.**

Proof of registration shall be a copy of the bidder's New Jersey Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Further information may be obtained by visiting the following web site at the State of New Jersey:

<http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- a. The Contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor.
- b. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none were used.
- c. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A Contractor, Subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

**APPENDIX A**

**COMPENSATION PROPOSAL  
RFQ NO. 2020-01 FOR 2020 PROFESSIONAL SERVICES**

**POSITION(S) SUBMITTING FOR:  
(CIRCLE ALL THAT APPLY)**

- GENERAL COUNSEL**
- CONFLICT COUNSEL**
- BOND COUNSEL**
- CONSULTING ENGINEER**
- SPECIAL PROJECT ENGINEERING POOL**
- AUDITOR**

**2020 FEE SCHEDULE PROVIDED (REQUIRED):  
(CIRCLE ONE)**

**YES/NO**

**FIRM NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_  
(Signature of Authorized Representative)

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**APPENDIX B**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check Box if No Addenda were Received

Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX C**

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ SS:

I, \_\_\_\_\_ of \_\_\_\_\_ in the

County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being duly sworn according to law on my oath, depose and say that:

I am \_\_\_\_\_ of the Firm of \_\_\_\_\_, the Applicant making the RFQ and certify that I executed the RFQ with full authority to do so, that said Applicant has not directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in the restraint of free, competitive bidding in connection with the Application and that all statements contained in the RFQ and in this Affidavit are true and correct, and made with full knowledge that EWMUA relies upon the truth of the statements contained in the RFQ and in the statements contained in this Affidavit in awarding a Contract to the Applicant.

I warrant that no requirement or commitment was made in reference to any persons or elected official and that no undisclosed benefits of any kind were promised to anyone connected with the EWMUA or RFQ process.

I further warrant that no person or selling agent has been employed or retained to solicit or secure a contract upon an agreement or understanding for a commission percentage, brokerage or contingent fee.

I further warrant and represent that I have never been convicted or acknowledge nor admitted to any payment of kickbacks or unlawful gifts for which conduct the EWMUA deems me disqualified from bidding.

I also understand that the above disqualification does not apply to any vendor who cooperates with the prosecution and gives supporting testimony on behalf of the prosecution in the course of a judicial inquiry.

Subscribed and sworn to

Before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Print or type name of Affiant

Notary Public of \_\_\_\_\_

My Commission expires on:

**APPENDIX D**

**STATEMENT OF OWNERSHIP DISCLOSURE  
N.J.S.A. 52.25-24.2 (P.L. 1977, c.33, AS AMENDED BY P.L. 2016, c.43)**

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: \_\_\_\_\_

Organization Address: \_\_\_\_\_

\_\_\_\_\_

**PART I: CHECK THE BOX THAT REPRESENTS THE TYPE OF BUSINESS ORGANIZATION**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)       Limited Liability Company (LLC)
- Partnership       Limited Partnership       Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**PART II: OWNERSHIP DISCLOSURE CERTIFICATION**

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in this limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- No one stockholder in the corporation owns 10 percent or more of its stocks, of any class, or not individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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**PART III: DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person hold a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filings(s) with the federal Security and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10 percent or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person.

(Please attach additional sheets if more space is needed):

Website (URL) Containing the Last Annual SEC (or Foreign Equivalent) Filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed.

(Please attach additional sheets if more space is needed):

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**PART IV: CERTIFICATION**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments hereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the East Windsor Municipal Utilities Authority is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the East Windsor Municipal Utilities Authority to notify the East Windsor Municipal Utilities Authority in writing of any changes to the information contained herein; that I am aware that is a criminal offence to make false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and it will constitute a material breach of my agreement(s) with the, permitting the East Windsor Municipal Utilities Authority to declare any contract(s) resulting from this certification void and unenforceable.



Full Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX E**

**EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY  
AFFIRMATIVE ACTION COMPLIANCE NOTICE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, before award, one (1) of the following three (3) documents as forms of evidence:

- a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);  

OR
- b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;  

OR
- c. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.  

OR
- d. Written certification, signed by an authorized representative on Firm letterhead, that the Firm is exempt from these requirements. Specific references to exemptions shall be provided.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence. The undersigned vendor further understands that his/her bid shall be rejected as nonresponsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

