



CITY OF EAST ORANGE

**COUNTY OF ESSEX
STATE OF NEW JERSEY**

PROFESSIONAL SERVICES SOLICITATION

FAIR & OPEN PUBLIC SOLICITATION PROCESS

PROFESSIONAL SERVICE:

**ENGINEERING & ARCHITECTURAL CONSULTING SERVICES
AND
SURVEYING SERVICES**

SUBMISSION DATE: TUESDAY, AUGUST 18, 2015 at 11:00 a.m.

PUBLIC NOTICE TO PROFESSIONAL SERVICES ENTITIES

INFORMATION FOR PROFESSIONAL SERVICES ENTITIES

STANDARDIZED SUBMISSION REQUIREMENTS

CHECK LIST

SUBMISSION DOCUMENTS

**REQUEST FOR PROPOSAL
ENGINEERING & ARCHITECTURAL CONSULTING SERVICES
AND
SURVEYING SERVICES**

The City of East Orange is soliciting statements of qualifications and performance data from firms to provide general engineering and architectural consulting services, and survey services. Interested firms should possess a wide array of services with primary expertise in the areas of civil engineering, architectural, environmental, geotechnical, mechanical, electrical, landscape architectural, structural and surveying services. Preference shall be given to firms that employ at least one Certified Municipal Engineer (“CME”). Proposals will be received, publicly opened and read aloud by the Purchasing Committee in the City Hall, Council Chamber, on **Tuesday, August 18, 2015 at 11:00 a.m. prevailing time**

Detailed Request For Proposals will be available for download on the City of East Orange’s website: www.eastorange-nj.gov/ . Proposals must be enclosed in a sealed envelope bearing the **Name of the consultant** and the **Title –ENGINEERING & ARCHITECTURAL CONSULTING SERVICES AND SURVEYING SERVICES** on the outside and addressed to the Purchasing Agent, City of East Orange, City Hall, 44 City Hall Plaza, East Orange, NJ 07018.

All Professional Service Contractors are required to comply with the requirements of N.J.S.A. 10:5-33 et seq. Affirmative Action, P.L. 1975, c. 127, N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contract), N.J.S.A. 52:32-44 (Business Registration of Public Contractors) and N.J.S.A. 52:25-24.2 (Disclosure of Ownership).

Unless otherwise provided, in any supplement to these instructions to consultant, no consultant shall modify, withdraw or cancel the proposal or any part thereof for sixty (60) days after the time designated for the receipt of proposal in the advertisement or Request For Proposal. For any questions regarding such, please contact Christopher Coke, Director of Public Works at (973) 266-5330.

Lisa L. Jackson, Q.P.A
Purchasing Agent
City of East Orange

CITY OF EAST ORANGE

INFORMATION FOR PROFESSIONAL SERVICES ENTITIES (FAIR & OPEN PUBLIC SOLICITATION PROCESS)

1B.1 RECEIPT AND OPENING OF SUBMISSIONS

Proposals will be received by the Purchasing Committee in the City Hall, Council Chamber, on **Tuesday, August 18, 2015 at 11:00 a.m.**

1B.1.1 OWNER AND PROJECT

The City of East Orange, Essex County, New Jersey (hereinafter called the OWNER”) invites submissions for the service(s) mentioned in the Public Notice for Solicitation.

1B.1.1a INTRODUCTION - SCOPE OF SERVICES FOR ENGINEER SERVICES

City of East Orange is seeking Request for Qualifications from Engineering Firms Interested in Serving as “General Engineer who will provide other technical services” to the City of East Orange for the Period September 2015 through August 2016.

The City of East Orange (“City”) is a municipality governed according to the Optional Municipal Charter Law, N.J.S.A. 40:69A-1 to -210. The City seeks Requests for Qualifications (“RFQ”) from engineering firms that wish to provide general engineering and architectural consulting services, and surveying services to/for the City.

Qualifications and performance statements will be reviewed and placed on file for the duration of the contract and will be used as a source for the city to select one or more qualified firms to be selected to perform services or to provide detailed proposals for a specific project. The selection of a consultant for a specific project will be based on the following: Key personnel, Experience, Availability, Ability to Meet Schedule, Firm Size, Location and Expertise as it relates to the project.

The successful firm will provide the City with engineering services relating, but not necessarily limited to providing planning/design services and construction support for capital improvements for public buildings, roads, parks, public utility (water and sewer) and recreational facilities. Additionally, the successful firm will provide engineering services in technical and administrative areas such as traffic engineering, pavement management, storm water management, water system operations, municipal land use, public contracts law, data management, infrastructure maintenance and any other matter as directed by the City. Preference shall be given to firms that employ at least one Certified Municipal Engineer (“CME”).

The term of the contract between the City of East Orange and the successful Respondent will be for a period of one (1) year.

1B.1.1b SCOPE OF SERVICES

ENGINEERING AND ARCHITECTURAL CONSULTING SERVICES AND, SURVEYING SERVICES FOR THE CITY OF EAST ORANGE

1. The Engineer agrees to render such services including but not limited to:
 - a. Perform administrative and professional engineering work in the investigation, design, construction, and maintenance of public work projects as authorized by the City Governing Body.

- b. Supervise or perform survey of either a topographical, property line or construction nature as may be required by the City.
 - c. Prepare plans, sketches, and blueprints as may be required by the City.
 - d. Maintain a road map in accordance with standards as established by law.
 - e. Prepare contract documents in a form as required for public bidding and in such detail as is required to describe the work to be performed by the contractor. Assist the City in receiving, analyzing and tabulation of bids received and recommendation of award. Compile contracts, bonds and signatures for approval by the City. Provide construction management and/or contract administration functions when authorized by the city. Review project progress and make recommendations for payments and change orders.
 - f. The consultant acting in the capacity of City Engineer will be responsible for reporting to the Director of Public Works with regard to the status of all pending or proposed projects. The Engineer will coordinate with other departments, offices, boards or agencies of the City regarding compliance with City ordinances and procedures.
 - g. Attend all meetings of the City Council and various City Boards as needed when required by the City.
 - h. When needed the consultant shall provide inspection services for developer's projects as to conformance with the approved plan.
 - i. Maintain records of all drawings, papers, documents, memoranda, reports and other materials relating to the duties of the Municipal Engineer. Upon termination of the services set forth herein the consultant when requested shall surrender all records to the city.
 - j. Consultant or qualified designee must be available during working hours, Monday through Friday. The city will provide an office space to facilitate the work being performed by the firm and his/her staff as needed.
2. The City shall be under no obligation to provide rent, equipment, utilities, telephone, stationary supplies, clerical staff nor other items generally assumed to be included in the overhead costs of an engineering office. The city shall not compensate the Engineer for mileage to or from meetings or duties performed by the Engineer.
 3. When it is possible to define precisely the scope of the project and the engineering services to be performed, a lump sum fee based on estimated services required and factors considered relevant by the parties may be determined and agreed upon for total compensation. Payments in such cases will be made based upon the percentage of work completed.
 4. The selected consulting firm(s) shall comply will all applicable federal, state and local statutes, rules and regulations.
 5. During the performance of this contract, the consultant agrees to comply with all the requirements of N.J.S.A. 10:5-31 et seq and N.J.A.C. 17:27.
 6. The consultant agrees to defend, indemnify and save harmless the City of East Orange, its officers, agents and servants and each and every one of them against and from all suits and cost of every name and description, and from all damages to which said City of East Orange or any of its officers, agents or servants may be put by reason of injury to the person or property of others resulting from carelessness in the performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by said Contractor in the aforesaid work or through any act or omission on the part of said Contractor, his agent or agents. This provision applies regardless of whether insurance coverage is provided.
 7. It is hereby agreed that the contractor representative or designee will not undertake the performance and/or provide services which exceed designated purchase orders for those services without the express written authorization of the City.

1B.1.1c **TYPICAL SERVICES**

Typical fields of services include, but may not be limited to:

1. Coordinate engineering related aspects of various issues as they arise.
2. Work with city staff when required to provide inspection of various projects.
3. Assist in the preparation of the City's Capital Budget, and other engineering related budgets.
4. Review issues for projects submitted to the Planning Board and Zoning Board of Adjustments as needed.
5. Attend meetings with the Mayor, City Council, City Boards, city commissions, federal regulatory agencies, state regulatory agencies and city agencies including East Orange Water Commission when necessary.
6. Attend meetings with the Planning Board, Zoning Board and other City Boards when necessary.
7. Coordinate with various members of the City staff on engineering related issues.
8. Coordination with Federal, State and Municipal agencies as needed i.e. Federal Highway Authority (FHWA), New Jersey Department of Transportation (NJDOT), New Jersey Transit, New Jersey Turnpike Authority (NJTA), Public Service Gas and Electric (PSEG) and, other utility providers and agencies.
9. Coordinate the efforts of consultants and contractors working on projects for the City.
10. Prepare the various plans and specifications issued by the City for services including but not limited to:
 - a. Road Resurfacing (City and State funded)
 - b. Municipal Park renovation and construction projects
 - c. Municipal Building construction, repair and renovation projects
 - d. Municipal Property construction, repair, renovation and remediation projects
 - e. Preparation of documents for funding resources as it relates to public work projects and/or operations
11. Coordinate with the East Orange Board of Water Commission for work and review of work including but not limited to:
 - a. Maintenance of sewer appurtenance
 - b. Sewer mainline installation, repair and maintenance projects
 - c. Sewer lateral installation, repair and maintenance projects
 - d. Assist with preparation of documents for funding financial resources
 - e. Assist with issues regarding compliance with Federal Environmental Protection Agency (EPA), New Jersey Department of Environmental Protection (NJDEP) and other regulatory agencies as needed
12. Prepare written monthly reports to the Public Works Committee on the status of various projects and identify any issues of which they should be aware.
13. Ensuring the City is in compliance with Federal Environmental Protection Agency (EPA), New Jersey Department of Environmental Protection (NJDEP) and other regulatory agencies as needed.
14. Prepare and provide reports to the Administration, City Council, Board of Water Commissioners, other City Boards and the public as needed.

1B.1.1c **POTENTIAL PROJECTS AND SERVICES**

Selected firms may be asked to perform services specifically related but not limited to the following:

- Skateboard park design
 - Municipal pool design
 - Recreation Complex design (structure and multi-purpose artificial playing fields)
 - Design of firehouses and public safety facilities
 - Design of large-scale back-up generator
 - Design of automation system for public utility system
 - Design of security plan for public utility system
- Golf clubhouse facility design and management plan
 - Design and integration of GIS technology citywide
 - Design and implementation of complete-streets plan
 - Retaining wall design
 - Municipal building inspection
 - Environmental remediation of municipal and private properties requiring LSRP.
 - Program management of New Jersey Environmental Infrastructure Trust (NJEIT) programs and projects

Respondents are encouraged to include related experience working on the projects and/or providing services similar to the aforementioned.

1B.1.2 **TIME AND PLACE OF SUBMISSION OPENINGS**

City Purchasing Agent will receive submissions at the time and place mentioned in the Public Notice for Solicitation, and at such time and place will be publicly opened and read aloud.

1B.1.3 **SUBMISSIONS NOT IN COMPLIANCE**

The City of East Orange’s City Council may waive any informality or reject any or all submissions, in accordance with the Fair and Open Public Solicitation Process for Professional Service(s).

1B.1.4 **WITHDRAWING SUBMISSIONS**

Submissions forwarded to the City of East Orange’s Clerk’s office before the time of opening of submissions may be withdrawn upon written application of the professional services entity who shall be required to produce evidence showing that they are or they represent the principal or principals involved in the submission. Submissions may not be withdrawn within twenty-four (24) hours of the stipulated time of opening of submissions. Once submissions have been opened, they must remain firm for a period of sixty (60) days.

1B.2 **QUALIFICATIONS OF PROFESSIONAL SERVICES ENTITIES**

1B.2.1 **INDIVIDUALS PERFORMING TASKS**

Name and roles of the individuals who will perform the tasks and descriptions of their education and experience similar to the services contained herein.

1B.2.2 **PAST PERFORMANCE**

Documented past performance of same and/or similar service.

1B.2.3 **REFERENCES**

References and record of success of same or similar service.

1B.2.4 **DESCRIPTION OF ABILITIES**

Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff)

1B.2.5 **COST DETAILS**

The rates listed below (Proposal Agreement – Part A) are the set fees to be paid by the City of East Orange, which will allow the city to select one or more qualified firms to perform the different areas of services / projects outlined in proposal.

PROPOSAL AGREEMENT (PART A)

ENGINEERING AND ARCHITECTURAL CONSULTING SERVICES AND, SURVEYING SERVICES FOR THE CITY OF EAST ORANGE

WE THE UNDERSIGNED PROPOSE TO FURNISH AND DELIVER THE ABOVE SERVICE(S) PURSUANT TO THE PROPOSAL OF SCOPE OF SERVICE AND MADE PART HEREOF. **RESPONDENT TO HIGHLIGHT ALL APPLICABLE TITLES.**

NOTE: THIS PROPOSAL SHEET MUST BE RETURNED TO THE CITY OF EAST ORANGE IN ITS ORIGINAL FORM.

<u>TITLE</u>	<u>RATE PER HOUR (\$)</u>	<u>TITLE</u>	<u>RATE PER HOUR (\$)</u>
PRINCIPAL	<u>185</u>	MECHANICAL ENGINEER (HVAC)	<u>105</u>
SURVEYOR 2-MAN CREW	<u>175</u>	ARCHITECT	<u>105</u>
ASSOCIATES	<u>165</u>	CONSTRUCTION MANAGER/ADMINISTRATOR	<u>105</u>
PRINCIPAL ENGINEER	<u>150</u>	HEALTH AND SAFETY ENGINEER (ASBESTOS / LEAD)	<u>100</u>
SR. PROJECT MANAGER	<u>130</u>	LEAD SURVEYOR	<u>85</u>
SR. OPERATOR (SEWER/WATER)	<u>120</u>	INTERIOR DESIGNER	<u>85</u>
SR. ARCHITECTURAL DESIGNER	<u>120</u>	ASBESTOS SAFETY TECHNICIAN/TECHNICAL MONITOR	<u>80</u>
PROJECT ENGINEER	<u>120</u>	INDUSTRIAL HYGIENIST/TECHNICAL MONITOR	<u>80</u>
CHEMICAL ENGINEER	<u>105</u>	LANDSCAPE ARCHITECT	<u>80</u>
CIVIL ENGINEER	<u>105</u>	ENGINEER /SR. CAD TECH	<u>80</u>
ENVIRONMENTAL ENGINEER	<u>105</u>	FIELD ENGINEER	<u>75</u>
ELECTRICAL ENGINEER	<u>105</u>	CAD DESIGNER / DRAFTSMAN	<u>70</u>
INDUSTRIAL ENGINEER	<u>105</u>	SECRETARY/ADMINISTRATIVE ASSISTANT/CLERK TYPIST	<u>50</u>

1B.3 PREPARATION OF SUBMISSIONS

General Requirements.

The Qualification Statement submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this Section 3 and shall incorporate the information requested below.

In addition to the information required, as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Qualification Statement. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

1B.3.1 Administrative Information Requirements.

The Respondent shall, *as part of its Qualification Statement*, provide the following information:

1. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Qualification Statement.
2. An executed Letter of Qualification.
3. Name, address and telephone number of the firm or firms submitting the Qualification Statement pursuant to this RFQ and the name of the key contact person.
4. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each firm, its ownership and its organizational structure.
 - (a) Provide the names and business addresses of all Principals of the firm or firms submitting the Qualification Statement. For purposes of this RFQ, Principals means persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, 'Principals' shall include each investor who would have any amount of operational control over the Respondent and every stockholder having an ownership interest of 10% or more in the firm.
 - (b) If a firm is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the firm submitting a Qualification Statement. Describe the approval process.
 - (c) If the Respondent is a partnership or a joint venture or similar organization, provide comparable information as required in (b) above for each member of the partnership, joint venture or similar organization.
 - (d) A statement that the Respondent has complied with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.
5. An executed Letter of intent.
6. The number of years your organization has been in business under the present name.
7. The number of years the business organization has been under the current management.
8. Any judgments, claims or suits within the last ten (10) years in which Respondent has been adjudicated liable for professional malpractice. If yes, please explain.

9. Whether the business organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.
10. Confirm appropriate federal and state licenses to perform activities. Submit a copy of the Firm's Business Registration Certificate.
11. Professional services entities shall submit **one (1) original set, five (5) copies and one (1) electronic disk (on CD or DVD)** of their sealed submission, on **Tuesday, August 18, 2015 at 11:00 a.m.**

1B.3.1a Professional Information Requirements

1. Please note specifically professional staff member will be assigned as to work with the City;
2. Description of firm's engineers' education, experience, qualifications, number of years with the firm and a description of their experience with projects similar to those described above;
3. Experience related to providing engineering services to public entities;
4. At least four (4) references, three (3) of which must have knowledge of your service to public entities;
5. Examples of your record of success (or significant achievements) servicing public entities;
6. The firm's ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff);
7. Evidence of compliance with New Jersey affirmative action requirements (e.g. Certificate of Employee Information Report);
8. A copy of your New Jersey Business Registration Certificate and Certificate of Authorization;
9. A copy of any required professional federal and/or state licenses to perform the required activities; and,
10. Any other information that the interested firm deems relevant.

1B.3.1b COMPLETION OF SUBMISSIONS

Each submission must be provided on a Standardized Submission Form as supplied in the submission package, and signed by the professional services entity or principal thereof and shall contain the name, address, and telephone number of the professional Services entity. All prices and amounts must be written in ink or preferably typewritten. Each signatory to the submission must initial all erasures or corrections. Each submission shall be contained in sealed envelope addressed to the **PURCHASING AGENT, City of East Orange, City Hall, 44 City Hall Plaza, East Orange, NJ 07018** and said envelope shall **specify the Title for which the submission is provided**. The submission(s) is to be clearly marked **"Sealed Submission Enclosed"** and must be delivered at the place and time specified or mailed so as to be received prior to the opening time set in the advertisement. Submissions received after the hour herein named or in unsealed envelopes shall not be considered.

The City of East Orange will not be responsible for submissions forwarded through the U.S. Mail or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to incorrect location.

The submission shall be accompanied by (1) a Non-Collusion Affidavit, (2) a Disclosure of Ownership Form, (3) an Insurance Requirement Acknowledgement Form, (4) a Mandatory Equal Employment Opportunity Notice Acknowledgement, (5) a copy of the applicable Business Registration Certificate, (6) a Professional Services Entity Information Form, (7) a Qualification Submission, and (8) an Acknowledgement of Corrections, Additions or Deletions Form, (9) Business Entity Disclosure Certification, (10) Letter of Intent and (11) Letter of Qualification.

All forms listed above, (# 1 through # 11) shall be completed in their entirety.

1B.3.2 ERRORS IN SUBMISSIONS

If applicable, in the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sums of the extended totals and the total submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.

1B.4 TIME FOR AWARD OF CONTRACT

The contracting unit shall award the contract or reject all submissions within such time as may be specified in the invitation for submission, but in no case more than sixty (60) days, except that the submissions of any professional services entities who consent thereto may, at the request of the contracting unit, be held for consideration for such longer as may be agreed.

The award of the Contract for this service will not be made unless the City's Chief Financial Officer has certified the necessary funds in a lawful manner.

1B.5 MODIFICATIONS OF SUBMISSIONS

Any professional services entity may modify his submission by mail, courier or hand delivery at any time prior to the scheduled closing time for receipt of submissions. The City of East Orange, prior to the closing time, must receive such communication. The communication should not reveal the submission price but should provide the addition to or subtraction from or other modification so that the City of East Orange will not know the final price(s) or term(s) until the sealed submission is opened.

1B.6 REJECTION OF SUBMISSIONS

1B.6.1 MULTIPLE SUBMISSIONS NOT ALLOWED

More than one submission from an individual, a firm or partnership, a corporation or association of principals under the same or different names shall not be considered.

1B.6.2 UNBALANCED SUBMISSIONS

Submissions, which are obviously unbalanced, may be rejected at the option of the City of East Orange.

1B.6.3 RIGHT TO REJECT SUBMISSIONS

The right is reserved to reject any or all submissions in whole or in part if not in compliance with standardized submission requirements.

1B.6.4 METHOD OF AWARD OF SUBMISSIONS

The right is reserved by the City of East Orange to award submission on a "service by service" basis, "per project" basis, in part or in whole as determined by the City of East Orange.

1B.6.5 RIGHT TO WAIVE INFORMALITIES RESERVED

The City of East Orange expressly reserves the right to waive any informality in any submission, and to accept the submission, which in the City of East Orange's judgment serves its best interests.

1B.7 PROFESSIONAL SERVICES ENTITY REFERRED TO LAWS

The attention of the professional services entity is especially directed to the provisions of Federal, State, County and Local Government statutes and regulations that may apply to the work.

1B.8 PAYMENT

Checks are processed by the City of East Orange's Finance Department bi-monthly. It is necessary that the approved signed vouchers be accompanied by an invoice and be submitted as soon as possible.

1B.9 TRANSITIONAL PERIOD

In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the professional services entity to continue the contract under the same terms and conditions until a new contract(s) can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

1B.10 FACSIMILE DOCUMENTS PROVIDED IN A SUBMISSION

Under no circumstances, on submission documents requiring authorized signatures, will the City of East Orange accept documents provided through facsimile machines.

1B.11 CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

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

1B.12 GENERAL REQUIREMENTS/INFORMATION

The professional services entity shall guarantee any or all material and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the professional services entity.

It is understood by the professional services entity that this submission is provided on the basis of standardized submission requirements prepared by the City of East Orange and the fact that any professional services entity is not familiar with these standardized submission requirements or conditions will not be accepted as an excuse.

NO MINIMUM PAYMENT IS IMPLIED OR GUARANTEED.

City of East Orange reserves the right to cancel any contract entered into upon thirty (30) days written notice.

CONTRACT TERM: Pursuant to N.J.S.A. 40A: 11-3 (b),” Contracts for professional services pursuant to subparagraph (i) of paragraph (a) subsection (1) of section 5 of P.L. 1971, c.198 (N.J.S.A. 40A: 11-5) may be awarded for a period not exceeding twelve (12) consecutive months”.

CITY OF EAST ORANGE

STANDARDIZED SUBMISSION REQUIREMENTS & SELECTION CRITERIA

(Fair & Open Public Solicitation Process for Professional Services)

The City of East Orange seeking sealed submissions in response to a Public Notice for the Solicitation of a Professional Service Contracts.

The standardized submission requirements shall include:

1. Name of firm, primary business address and principal contacts of names, titles and staffing plan listing those persons who will be assigned to the account. Relevant resume information and number of years of relevant professional experience for the individuals assigned to the account must be included (i.e. - projects similar to the services contained here, education, degrees and certification).
2. References and record of success of same or similar service.
3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).
4. Cost details, including the hourly rates of each of the individuals who will perform services and time estimates for each individual, all expenses and total cost of “not to exceed” amount.

The Selection criteria to be used in awarding contracts shall include:

The selection criteria used in awarding a contract or agreement for professional services as described herein shall include:

1. Qualifications of the individuals who will perform the tasks and the amounts of their respective participation.
2. Experience and references.
3. Ability to perform the task in a timely fashion, including staffing and familiarity with the subject matter.

Please Note this Additional Requirement:

Professional services entities shall submit **one (1) original set, five (5) copies and one (1) electronic disk (on CD or DVD)** of their sealed submission, on **Tuesday, August 18, 2015 at 11:00 a.m.**

**ALL OF THE
FOLLOWING
DOCUMENTS
MUST BE INCLUDED
WITH
PROPOSAL**

CITY OF EAST ORANGE

CHECKLIST

**PROFESSIONAL SERVICE: ENGINEERING & ARCHITECTURAL
CONSULTING SERVICES
AND
SURVEYING SERVICES**

SUBMISSION DATE: Tuesday, August 18, 2015 at 11:00 a.m.

The following items, as indicated below (x), shall be provided with the receipt of sealed submissions:

Bidder's Affidavit	_____x_____
Non-Collusion Affidavit	_____x_____
Disclosure of Ownership Form	_____x_____
Insurance Requirement Acknowledgement Form	_____x_____
Mandatory Equal Employment Opportunity Notice Acknowledgement	_____x_____
Copy of your Certificate of Employee Information Report	_____x_____
Copy of your Business Registration Certificate as issued by the State of New Jersey, Department of Treasury, Division of Revenue	_____x_____
Professional Service Entity Information Form	_____x_____
Qualification Submission Form	_____x_____
Acknowledgement of Corrections, Additions or Deletions Form	_____x_____
Statement of Indebtedness Form	_____x_____
Agreement for Payment of Commodity/Service Form	_____x_____
Letter of Intent	_____x_____
Letter of Qualification	_____x_____

Reminder:

Please submit one (1) original (unbound), five (5) copies and one (1) compact disk (CD) set of the sealed submission.

BIDDER'S AFFIDAVIT

STATE OF _____
COUNTY OF _____

_____ being duly sworn, deposes and says that he
resides at _____

and that he is the _____
(Title)

of _____
(Name of Organization)

who signed the above Proposal of Bid, that he was duly authorized to sign and that the Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all declarations and statements contained in the Bid are true to the best of his knowledge and belief.

He further deposes that he has submitted herewith a list of names and addresses of all stockholders and/or partners owning a 10% or greater interest in compliance with P.L. 1977, Chapter 33, effective as of March 8, 1977.

Affiant

Subscribed and Sworn before me
This _____ day of _____, 20_____

(Notary Public) (Seal)

(Commission expiration date)

OWNER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with RFP Submission

Name of Business _____

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

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that there are no stockholders

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Other (describe) _____

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of

_____,
20 __.

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

CITY OF EAST ORANGE

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the City’s Clerk’s Office upon award of contract by the Municipal Council.

The minimum amount of insurance to be carried by the selected Professional Service Entity shall be as follows:

Professional Liability Insurance

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

*Vendor / Firm shall not commence operations until Township has been furnished original certificate(s) of Insurance and certified original copies of endorsements or policies of insurance in the amounts and/or minimum coverage(s) required in this proposal.

Acknowledgement of Insurance Requirement:

(Signature)

(Date)

(Printed Name and Title)

AFFIRMATIVE ACTION REGULATIONS:

- A. Procurement of Service Contract: The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4 (a) provided that said subsection shall be applied subject to the terms of subsection 3.4 (d) of said Regulations.

The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 5.3.

- B. Construction Contract: The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4 (a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4 (a) provided that said subsection shall be applied subject to the terms of subsection 3.4 (d) of said regulations.

The parties to this contract agree to incorporate into this contract the mandatory language of subsections 7.4 (a) and (b) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of subsections 7.4 (a) and (b).

Signature _____

Title _____

Company _____

Address _____

ZIP CODE

NOTE: FORM MUST BE RETURNED WITH THE BID PROPOSAL.

AFFIRMATIVE ACTION AFFIDAVIT

(Items No. 2 through Item No. 6 to be completed
by firms with less than 50 employees)

STATE OF NEW JERSEY)
COUNTY)

I, _____ of the (City, Town, Borough of _____
in the County of _____, State of _____ of full age, being duly sworn
according to law on my oath depose and say that:

1. I am (President, partner, owner) of the firm _____
a bidder making a proposal upon the above named project. We have fifty (50) or more employees and have
forwarded an Affirmative Action Plan to the State. ____ Yes ____ No

2. _____ does not have 50 employees or more inclusive of all officers
and employees of every type.

3. I am familiar with the affirmative action requirements of P.L. 1975, c 127 and rules and
regulations issued by the Treasurer, State of New Jersey pursuant thereto.

4. _____ has complied with all the affirmative action requirements of
the State of New Jersey including those required by P.L. 1975, c 127 and the rules and regulations issued by the
Treasurer, State of New Jersey pursuant thereto.

5. I am aware that if _____ does not comply with P.L. 175, c 127 and
rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of
_____, (City, Town, Borough) of _____ until an affirmative action plan is
approved . I am also aware that the contract may be terminated and the _____ may
be debarred from all public contracts, for a period of up to five (5) years.

6. In the event my workforce increases to 50 employees, I must contact the State Affirmative
Action Office and complete and Employees Information Report.

Subscribed and sworn to
Before me this _____ day
_____ **20**_____

Signature of Authorized Representative

(Seal) Notary Public of New Jersey

Name and Title

MUST BE SUBMITTED WITH PROPOSAL

CITY OF EAST ORANGE
PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the professional service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name: _____

Address: _____

Telephone No.: _____ Social Security No.: _____

Fax No.: _____ E-Mail Address: _____

If individual has a TRADE NAME, give such tradename:

Trading As: _____ Telephone: _____

If the professional service Entity is a **PARTNERSHIP**, sign name and give the following information:

Name of Partners: _____

Firm Name: _____

Address: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail Address: _____

Social Security No.: _____

Signature of authorized Agent: _____

If the professional service Entity is an **INCORPORATED**, sign name and give the following information:

State under whose laws incorporated: _____

Location of principal office: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail Address: _____

Name of agent in charge of said office upon whom notice may be legally served.

Telephone No.: _____ Name of Corporation: _____

Signature: _____ By: _____

QUALIFICATION AFFIDAVIT

The City of East Orange reserves the right to reject the bid of any bidder who has previously failed to perform properly or to complete on time, contracts of a similar nature; who is not qualified to perform the contract; or who has repeatedly or without good cause failed to pay bills or otherwise failed to perform its obligations to subcontractors, materialmen, employees of this or any other government body or agency in similar contracts. In determining the lowest responsible bidder and its qualifications, the following elements, in addition to those above mentioned, will be considered; Whether the bidder (1) maintains a permanent place of business; (2) has adequate plant and equipment available to do the work properly and expeditiously; (3) has suitable financial resources to meet the obligations incident to the work; (4) has appropriate technical experience.

Each bidder must supply the following certified statement. Failure to do so shall be deemed a material defect in the bid, resulting in rejection of the bid:

State of New Jersey)
County of _____) SS:

I am the (President, Partner, Owner) of _____
_____, the bidder herein.

I know that the bidder, _____,
has not previously failed to perform properly, or complete on time, contracts of a nature similar to that bid upon; is qualified to perform the contract; has not repeatedly or without just cause failed to pay bills or otherwise failed to perform its obligations to sub-contractors, materialmen, employees, of this or any other government or agency in similar contracts.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name

Subscribed and Sworn to
Before me this _____ day
Of _____ 20__.

Sign Name

Print Name

Notary Public of: _____
My commission expires: _____

Print/Type Title

11/99

**CITY OF EAST ORANGE
SUBMISSION FORM**

1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degrees and certifications:

2. References and record success of same similar service:

3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):

CITY OF EAST ORANGE

ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, _____
of the firm _____

Hereby acknowledge that any corrections, additions and/or deletions have been initialed and dated in this Submission

Package.

(Signature)

(Type or Print of affiant and Title, under Signature)

(Date)

STATEMENT OF INDEBTEDNESS

Bidders shall provide as part of their bid a statement under oath that (a) they are not indebted to the City of East Orange, (b) are not in breach of any contract previously awarded by the City and (c) are not a party to any pending action either at law or equity in which they are asserting an affirmative claim for damages or other relief against the City of East Orange. Failure to provide the required statement shall disqualify the bidder.

(Name of Contractor)

(Type or print name of affiant under signature)

Subscribe and sworn to

Before me this ____ day

Of _____ 20____

Notary Public of _____
My Commission Expires _____

CITY OF EAST ORANGE

EAST ORANGE, NEW JERSEY

AGREEMENT FOR PAYMENT OF COMMODITY

The contractor or vendor realizes that as a Municipality, payment cannot be made on a bill presented basis.

Therefore, the contractor or vendor, hereby agrees to accept payment within a reasonable time after presentation of invoice and properly executed documentation as well as signed vouchers pertaining to same.

Payment in the normal circumstance should not exceed 60 days.

Name of Official for Company

Name of Company or Business

Address

Date: _____

APPENDIX A

LETTER OF QUALIFICATION

(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)

[insert date]

Attn: Lisa L. Jackson, Q.P.A.
Purchasing Agent
City of East Orange
44 City Hall Plaza
East Orange, NJ. 07018

Dear Ms. Jackson:

The undersigned have reviewed our Qualification Statement submitted in response to the Request for Proposal (RFP) issued by the City of East Orange ("City"), dated [insert date], in connection with the City's need for services of Various Engineers.

We affirm that the contents of our Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Chief
Executive Officer) _____

_____(Typed Name and Title)

_____(Type Name of Firm)

Dated: _____

APPENDIX B

LETTER OF INTENT

(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)

[insert date]

Attn: Lisa L. Jackson, Q.P.A.
Purchasing Agent
City of East Orange
44 City Hall Plaza
East Orange, NJ. 07018

Dear Ms. Jackson:

The undersigned, as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Proposal (RFP), issued by the City of East Orange ("City"), dated [insert date] in connection with the City's need for services of Various Engineers.

(Name of Respondent) HEREBY STATES:

1. The Qualification Statement contains accurate, factual and complete information.
2. (Name of Respondent) agrees (agrees) to participate in good faith in the procurement process as described in the RFP and to adhere to the City's procurement schedule.
3. (Name of Respondent) acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Qualification Statement and any proposal prepared and submitted in response to the RFP, or any negotiation which results there from shall be borne exclusively by the Respondent.
4. (Name of Respondent) hereby declares (declare) that the only persons participating in this Qualification Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City.
5. (Name of Respondent) declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
6. (Name of Respondent) acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the City shall have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFP.
7. (Name of Respondent) acknowledges that any contract executed with respect to the provision of [insert services must comply with all applicable affirmative action and similar laws. Respondent

hereby agrees to take such actions as are required in order to comply with such applicable laws.

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

Signature of Chief Executive Officer: _____

Typed Name and Title: _____

Type Name of Firm: _____

Dated: _____