

CITY OF PLAINFIELD

REQUEST FOR QUALIFICATIONS FOR *ENGINEERING SERVICES*

CITY OF PLAINFIELD

Contract Term

March 20, 2013 through December 31, 2013

SUBMISSION DEADLINE

MARCH 20, 2013
11:00 AM

ADDRESS ALL QUALIFICATIONS TO:

PURCHASING DIVISION
CITY HALL, 515 WATCHUNG AVENUE
PLAINFIELD, NEW JERSEY 07060

ATTN: CindyLea K. Weber, RPPO, QPA

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING QUALIFICATION

CITY OF PLAINFIELD
515 WATCHUNG AVENUE
PLAINFIELD, NJ 07060

CONTACT PERSON

CINDYLEA WEBER
PURCHASING AGENT
PURCHASING DIVISION
515 WATCHUNG AVENUE
PLAINFIELD, NJ 07060
(908) 226-2568

PURPOSE OF REQUEST

The City of Plainfield is requesting submissions from qualified individuals and firms to provide engineering services of a specialized nature to the City. Proposals will be evaluated in accordance with the criteria set forth in this RFQ. One or more individuals/firms may be selected to provide services.

PERIOD OF CONTRACT

March 20 through December 31, 2013

CONTRACT FORM

The successful submitter shall be required to execute the City's form contract, which includes the indemnification, insurance, termination and licensing provisions. A complete copy of a draft City form contract is available upon request.

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

DETAILED REQUIREMENTS OF THE REQUEST FOR SUBMISSIONS FOR ENGINEERING SERVICES

1. CITY OF PLAINFIELD FACTS AND FIGURES – The City of Plainfield is a municipal government entity. The City was incorporated in 1869 and operates pursuant to N.J.S.A. 40A:61-1 et seq.

The City's population is approximately 47,800 and it consists of approximately 6 square miles of area. The City employs approximately 500 people in about 12 departments and agencies. It owns various municipal buildings, parks and recreation facilities.

The City's operating budget is approximately \$64 million. It provides significant and diverse services to its residents, including those in the senior, disabled, veterans and other communities.

2. **NATURE/ SCOPE OF SERVICES** – The City of Plainfield is requesting submissions for Engineering Services, including construction inspections, engineering reporting and design services on an “as needed” basis and will have a close working relationship with the Mayor's Office, Department of Public Works and Urban Development, Division of Engineering, Division of Recreation, and any other City Department required.

The engineering firm must demonstrate the ability to:

- A. Provide engineering services as requested by the City of Plainfield, including but not limited to studies, design and inspection for:
 - i. Site, land use and environmental planning.
 - ii. Facility, infrastructure and project design.
 - iii. Building systems evaluations.
 - iv. Traffic signals.
 - v. Storm and sanitary sewers.
 - vi. Well closures.
 - vii. Landfill.
 - viii. Development of as-built plans, feasibility and comparative cost reviews.
 - ix. Review and evaluate permit requirements.
 - x. Prepare and submit applications, correspondence, and the like to the New Jersey Department of Transportation, NJDEP and any other applicable regulatory agency, as required.
 - xi. Studies for areas in need of rehabilitation or redevelopment and plans for same coordinated with the SDRP, master plan and Smart Growth and Transit village initiatives.
 - xii. Brownfields rehabilitation – Applying for and administering grants, Coordinating with DEP
 - xiii. Roadway reconstruction.
 - xiv. Surveying

xv. Site Engineering –

xvi. Landscape Architecture

- B. Attend regular, special and emergency meetings of the City of Plainfield, if required.
- C. Attend all other meetings and bid related conferences that the City of Plainfield deems necessary.
- D. Prepare and/or review of reports, permits, applications and bid documents as requested by the City of Plainfield.
- E. Review of all correspondence referred by the City of Plainfield and prepare correspondence on behalf of the City of Plainfield, if requested.
- F. Interact with applicable City personnel, Contractors, other consultants and governmental agencies, as required.
- G. Provide a range of other specialized engineering services which may be needed by the City
- H. Possession of a Licensed Site Remediation Professional certification is desirable.

3. **STANDARD REQUIREMENTS OF TECHNICAL QUALIFICATIONS** - Submitters should submit technical qualifications which contain the following:

- a. The name of the submitter, the principal place of business and, if different, the place where the services will be provided. Distance from place of business to Plainfield.
- b. Submitter must have a minimum of ten (10) years of experience in engineering services and a minimum of five (5) years servicing the City of Plainfield or other governmental entities.
- c. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles. The submitter **MUST** possess a valid Professional Engineering License in the State of New Jersey and should submit copy of same.
- d. A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include other levels of government. Contact information for the recipients of the similar services must be provided. The City may obtain references from any of the parties listed.
- e. A description of all other areas of engineering services of the submitter, with emphasis on a description of those services of interest to the City.
- f. Statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any

federal, state, or local agency.

- g. A completed Non-Collusion Affidavit.
 - h. A statement that the submitter will comply with the General Terms and Conditions required by City and enter into the City's standard Professional Services Contract.
 - i. A copy of the submitter's Business Registration Certificate.
 - j. An Affirmative Action Statement.
 - k. A copy of liability insurance policy and workmen's compensation policy.
4. **COST ANALYSIS** - Submitters should submit a cost analysis which would includes any proposed retainer, the services to be provided for the retainer, if services will be provided at a flat rate, if all or any services will be billed through hourly rates and what are the established rate(s). The City does not provide payment for or reimbursement for travel expenses.
5. **SUBMISISON EVALUATION** – The City will compile a list of Engineers to be used based upon the most advantageous submissions on all of the evaluation factors set forth at the end of this RFQ. The City will retain engineers from those approved.

Each submission must satisfy the objectives and requirements detailed in this RFQ. The successful submitter shall be determined by an evaluation of the total content of the qualifications submitted. The City reserves the right to:

- a. Not select any of the submissions;
- b. Select only portions of a particular submitter's qualifications for further consideration; (However, submitters may specify portions of the qualification submission that they consider "bundled".)
- c. Award a contract for the requested services at any time during the calendar year after all RFQ's have been reviewed and a list of qualified engineers selected by the City. Every submission should be valid through this time period.

The City may require submitters to demonstrate any services described in their submission prior to award.

6. **SUBMISSION LIMITATIONS** - This RFQ is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the City by issuance of this RFQ. The City reserves the right at the City's sole discretion to refuse any submission.
7. **USE OF INFORMATION** - Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the City to the submitter in connection with this RFQ

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

8. GENERAL TERMS AND CONDITIONS –

- a. The City reserves the right to reject any or all submissions, if necessary, or to waive any informalities in the submissions, and, unless otherwise specified by the submitter, to accept any item, items or services in the submissions should it be deemed in the best interest of the City to do so.
- b. In case of failure by the successful submitter, the City of Plainfield may procure the articles or services from other sources, deduct the cost of the replacement from money due to the submitter under the contract and hold the submitter responsible for any excess cost occasioned thereby.
- c. The submitter shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General, Professional and Automobile Liability.
- d. Each submission must be signed by the person authorized to do so.
- e. The contract shall be in effect through December 31, 2013 unless otherwise stated.
- f. Submissions may be hand delivered or mailed consistent with the provisions of the legal notice to submitters. In the case of mailed submissions, the City assumes no responsibility for submissions received after the designated date and time and will return late submissions unopened. Submissions will not be accepted by facsimile or e-mail.

by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.

- g. By submission of qualifications, the submitter certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful submitter shall, at its expense, defend any and all actions or suits charging such infringement, and will save the City harmless in any case of any such infringement.
- h. No submitter shall influence, or attempt to influence, or cause to be influenced, any city or county officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- i. No submitter shall cause or influence, or attempt to cause or influence, any city or county officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the submitter or any other person.

- j. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the arbitrator's decision shall be final and conclusive.
- k. The City of Plainfield shall not be responsible for any expenditure of monies or other expenses incurred by the submitter in making its proposal.
- l. The checklist, affidavits, notices and the like presented at the end of this Request for Qualifications are a part of this Request for Qualifications and shall be completed and submitted as part of this proposal.

END OF GENERAL INSTRUCTIONS

BASIS OF AWARD
(To be completed by City evaluation committee)

EVALUATION FACTORS

- A. Relevance and Extent of Qualifications, Experience, Reputation and Training of Personnel to be assigned (20 Points)

- B. Knowledge of the City of Plainfield and the subject matter to be addressed under this Engagement (20 Points)

- C. Relevance and Extent of Similar Engagements performed (20 Points)

- D. Technical Qualifications contains all required information (20 Points)

- E. Reasonableness of Cost Proposal (20 Points)

CITY OF PLAINFIELD

REQUEST FOR QUALIFICATIONS CHECKLIST

Required Of owner	Submission Requirement	Initial each required entry and if required submit the item
•	Stockholder Disclosure Certification	
•	Pay To Play	
•	Non-Collusion Affidavit	
	Bid Proposal Form	
•	References	
•	Status of Present Contracts	
	Equipment Certification	
	Bid Guarantee(with Power of Attorney for full amount of Bid Bond)	
	Public Works Contractor Certificate	
•	Receipt of Addendum	
	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
•	Mandatory Affirmative Action Language	
	Prevailing Wage	
•	Americans with Disabilities Act of 1990 Language	
•	Proof of Business Registration (before Award of Bid)	
•	Letter of Intent	
•	Letter of Qualification	

OWNER DISCLOSURE and POLITICAL CONTRIBUTION CERTIFICATION
This Statement *MUST BE INCLUDED* with RFQ Submissions

OWNER DISCLOSURE SECTION

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 Liability Corporation

Limited Partnership

Limited Liability Partnership

Subchapter S Corporation

Other (describe) _____

AND

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

Stockholders:

Name:

Home Address:

Subscribed and sworn before me
this ____ day of _____, 2
.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

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

Exhibit A (Continued)

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

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

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

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

**AFFIRMATIVE ACTION COMPLIANCE NOTICE N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)**

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, after notification of award but prior to execution of this contract, one of the following three 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.

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 non-responsive 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: _____

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the City of Plainfield, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner 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 owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, 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. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner 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 owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner 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 owner pursuant to this paragraph.

It is further agreed and understood that the owner 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 provisions 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 owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

LETTER OF INTENT

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

[Insert date]

CindyLea Weber, Purchasing Agent
City of Plainfield
515 Watchung Ave.
Plainfield, NJ 07060

Dear Ms. Weber

The undersigned as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Qualifications (RFQ), issued by the City of Plainfield (hereafter "City"), dated January 30, 2013 in connection with the City's need for the provision of Engineering Services

(Name of Respondent) HEREBY STATES:

1. The Qualification Statement contains accurate, factual and complete information.
2. (Name of Respondent) agrees (agree) to participate in good faith in the procurement process as described in the RFQ 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 RFQ, 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 not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFQ.

7. (Name of Respondent) acknowledges that any letter of engagement executed with respect to the provision of [insert services] must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take actions as are required in order to comply with such applicable laws.

(Respondent shall sign and complete the space provided below. If joint venture, partnership or other formal organization is submitting a qualification statement, each participant shall execute this Letter of Intent.)

(Signature of Chief Executive Officer)

(Typed Name and Title)

(Typed Name of Firm)

LETTER OF QUALIFICATION

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

[Insert date]

CindyLea Weber, Purchasing Agent
City of Plainfield
515 Watchung Ave.
Plainfield, NJ 07060

Dear Ms. Weber

The undersigned have reviewed the Qualification Statement submitted in response to the Request for Qualifications (RFQ) issued by the City of Plainfield, dated January 30, 2013, in connection with the City's need for Environmental Services.

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 joint venture, partnership or other formal organization is submitting a qualification statement, each participant shall execute this Letter of Qualification.)

(Signature of Chief Executive Officer)

(Typed Name and Title)

(Typed Name of Firm)

CITY OF PLAINFIELD

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____