

**BOROUGH OF ROCKAWAY
1 EAST MAIN STREET
ROCKAWAY, NJ 07866**

REQUEST FOR PROPOSAL FOR:

**BOROUGH OF ROCKAWAY
BOROUGH ENGINEER
FOR THE YEARS 2021-2023**

BID DATE: October 30, 2020

BID TIME: 11:00AM

NOTICE TO BIDDERS

Sealed proposals will be received by the Borough of Rockaway at the Municipal Building, 1 East Main Street, Rockaway, NJ 07866 until 11:00 a.m. on October 30, 2020, and then opened and read at the Community Center, 21-25 Union Street, Rockaway, NJ 07866, for **BOROUGH ENGINEER**.

Copy of proposal may be obtained from the Borough Clerk.

Sealed envelope bearing the name and address of the bidder shall be endorsed **BOROUGH ENGINEER**, and delivered to the Borough Clerk before the date and hour mentioned above.

BOROUGH OF ROCKAWAY
REQUEST FOR PROPOSAL
BOROUGH ENGINEER

It is the intent of the Request for Proposals (RFP) to obtain from interested and qualified engineer a proposal to act as **Borough Engineer** to provide engineering services. The understanding of the parties with respect to the services to be rendered and the various fee arrangements are required to be set forth in a formal agreement.

1. WORK TO BE PERFORMED.

- a) The Professional shall provide all engineering services requested by the Borough. All work will be performed on a time and materials basis.
- b) Any and all work performed pursuant to the agreement shall be performed to acceptable practices and standards within the profession and to the satisfaction of the Borough.

2. COMPENSATION.

Fees for services and expenses shall be specified on the Proposal Form attached hereto.

3. TERM.

(a) The term of the agreement shall be from January 1, 2021 through December 31, 2023, both dates inclusive, provided however that the said Professional shall continue to serve after December 31, 2023, until a new Agreement shall be executed or his or her successor shall be appointed and qualified.

4. PAYMENT.

Payment shall be made by the Borough within thirty (30) days of the receipt and approval of itemized bills and vouchers.

5. AFFIRMATIVE ACTION.

During the performance of the Contract, the Professional agrees as follows:

The Professional will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Professional will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex or affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The Professional agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the designated Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The Professional, where applicable, agrees to comply with the regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Professional agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

The Professional 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.

The Professional agrees to review all procedures relating to transfers, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex or affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal Law and applicable Federal court decisions.

The Professional shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations and public agencies shall furnish such information as may be requested by the

Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

6. NEW JERSEY LAW.

The agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

7. PARTIAL INVALIDITY.

If any term, condition or provision of the agreement or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the remainder of the agreement, or the application of such term or provision to persons or circumstances other than those to which the agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition and provision of the agreement shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by the Professional for the Borough.

8. BINDING ON SUCCESSORS.

Except as otherwise provided in the agreement, all terms, provisions and conditions to the agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives and successors.

9. MODIFICATIONS.

No modification of the agreement shall be valid or binding unless the modifications shall be in writing and executed by the Borough and the Professional.

10. NO WAIVER.

No waiver of any term, provision of condition contained in the agreement or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same, or any other term, provision, or condition of the agreement by either party.

11. CAPTIONS.

The captions or the paragraph headings contained in the agreement are solely for purposes of convenience and shall not be deemed part of the agreement for the purpose of construing the meaning thereof or for any other purpose.

12. OWNERSHIP OF RECORDS.

All records and data of any kind relating to the Borough shall belong to the Borough and shall be surrendered to the Borough upon the expiration or termination of the agreement, except that the Professional will retain such information as it necessary in its professionally required work record.

13.INSURANCE.

The Professional shall provide, at its own expense, proof of the following insurance to the Borough:

- Workers’ Compensation
In compliance with the Workers’ Compensation Law of the State of New Jersey.
- General Liability
With a minimum limit of liability per occurrence for bodily injury of \$1,000,000.00 and a minimum of \$250,000.00 for property damage.
- Automobile Liability Insurance
With a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and a minimum of \$250,000.00 per occurrence for property damage. This insurance must include coverage for hired and non-owned automobiles.
- Errors and Omissions
A minimum limit of liability of \$1,000,00.00 per incident.

Failure by the Professional to supply such written evidence shall result in default.

The insurance companies for the above coverage must be licensed by the State of New Jersey and acceptable to the Borough. The Professional shall not take any action to cancel any of the insurance required under the agreement without the approval of the Borough. The maintenance of insurance under this section shall not relieve the Professional of any liability greater than the insurance coverage.

14.INDEMNIFICATION AND HOLD HARMLESS.

The Professional shall indemnify and hold the Borough, its appointed officials and employees harmless from any and third party claims or liabilities to the extent directly resulting from the negligence or willful misconduct of the Professional and its agents in connection with all activities undertaken by the Professional pursuant to the agreement. The Borough agrees to give the Professional prompt written notice of any such claim or liability, and an opportunity to control the defense and settlement thereof. No limitations on the foregoing indemnity shall impair or limit the Borough’s recourse to the insurance coverage set forth herein.

15.POLITICAL CONTRIBUTION DISCLOSURE.

The agreement will be awarded to the Professional based on the merits and abilities of Professional to provide the goods or services as described herein. The contract was awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4 et seq.

16.DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN.

Each Professional must execute and submit as part of the Bid Proposal the attached “Disclosure of Investment Activities in Iran” form, which must at a minimum certify that; That the person or entity is not identified on the list developed by the State Department of the Treasury pursuant to subsection b. of section 3 of N.J.S.A. 52:32-57 as a person or entity engaging in investment activities in Iran, as described in subsection f. of section 2 of N.J.S.A. 52:32-56. The disclosure must be executed on behalf of the applicable person or entity by an authorized officer or representative of the person or entity.

17.TERMINATION.

Either party may terminate the agreement upon twenty (20) days written notice to the other party. Upon such termination, the Borough shall pay the Professional for all services performed hereunder up to the date of such termination. In addition, if the Borough terminates, the Borough shall pay the Professional all reasonable costs and expenses incurred by the Professional in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

18. ENTIRE AGREEMENT.

The entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

Thomas Mulligan, Mayor
Patricia Reiche, Borough Administrator

September 28, 2020

BOROUGH OF ROCKAWAY
1 EAST MAIN STREET
ROCKAWAY, NEW JERSEY 07866

REQUEST FOR PROPOSAL FORM:

Position: _____

Name: _____

Signature: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Hourly Rate for providing services outlined herein: \$ _____

Hourly Rate for additional services/personnel:

Description: _____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OPS Number: _____

Proposer: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name: _____

Signature: _____

Title: _____

Date: _____