PRBRSA

Pequannock River Basin Regional Sewerage Authority

Municipal Building, One Ace Road, Butler, NJ 07405

Reply to:
Jamie Avagnano
Authority Administrator

One Ace Road
Butler, NJ 07405
Phone: (973) 838-7200
X250
E-mail: authority@prbrsa.org

RAYMOND VERDONIK, CHAIRMAN
ROBERT VOORMAN, VICE-CHAIRMAN
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PUBLIC NOTICE

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)," proposals are to be received by the Pequannock River Basin Regional Sewerage Authority up to **3:00 pm prevailing time on Wednesday, January 6, 2027. Proposals will be reviewed by the Board and available to the public at our January 20, 2027 Meeting**, for the following:

RFQ NO. 2027-01
FOR
2027 PROFESSIONAL SERVICES

CONSULTING ENGINEER

RFQ ADVERTISEMENT: THURSDAY, NOVEMBER 5, 2026
RFQ SUBMISSION DEADLINE: WEDNESDAY, JANUARY 6, 2027 @ 3:00 PM (EST)

The RFQ documents/scope of services is available by email request to javag@prbrsa.org or available to download online, at no cost, at prbrsa.org.

No proposals will be accepted after said prevailing date and time.

Firms are notified that, to assure receipt, submissions should include One (1) original hardcopy to be delivered to the Pequannock River Basin Regional Sewerage Authority at One Ace Road, Butler, New Jersey 07405, and One (1) PDF copy by email to javag@prbrsa.org : Reference: **RFQ 2027-01 Professional Services**

Firms are required to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27-1 et. seq.) and N.J.S.A. 10:5-31 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. The decision of the PRBRSA as to what constitutes a "Fair and Open" process shall be final.

Sincerely,
Jamie Avagnano, Administrator

I. RFQ TIMELINE

Request for Qualifications Notice:	Thursday, November 5, 2026
Deadline for General Questions	Tuesday, December 29, 2026
Proposal Submission Deadline	Wednesday, January 6, 2027 (3:00 pm)
Anticipated Award by Authority	Wednesday, February 17, 2027
Contract Term:	February 18, 2027 thru February 16, 2028

II. SUBMISSIONS

One Hardcopy Delivered to: PRBRSA, Butler Municipal Building, 1 Ace Road, Butler, NJ 07405
One PDF Email to: Javag@prbrsa.org Reference RFQ 2027-01

The Board will review all proposals and may schedule interviews before making a final selection.

To ensure a fair review and selection process, submitting firms must not contact PRBRSA consultants or Board Members about their proposals.

PRBRSA is not responsible for any costs a firm incurs in preparing its response or participating in discussions to clarify proposal-related matters.

Proposals shall be valid for sixty (60) days following the above due date.

PRBRSA reserves the right to reject any or all submissions.

General Proposal Submission Format:

- Scope of Services to be provided
- Resume of Named Consulting Engineer
- Resumes of Personnel who may assist Consulting Engineer
- Facilities
- Conflicts of Interest
- Compensation Proposal (Schedule of Rates and Charges 2027)
- Non-Collusion Affidavit
- Statement of Business Entity ownership
- NJ Business Registration Certificate
- Affirmative Action Compliance

III. GENERAL SCOPE OF SERVICES

Under the direction of the Board of Commissioners and the Authority Administrator, the selected Consulting Engineer must be licensed in New Jersey and will serve as the “Authority Consulting Engineer.” Responsibilities include, but are not limited to, general review of Authority construction projects; requested flow-metering reviews and evaluations; review and certification of TWA and residential and non-residential connection applications; coordination with special-project engineers and contractors on Authority contract awards; emergency response; annual preparation of a Consulting Engineer’s report; preparation and delivery of certificates as may be required; requested asset-management planning and recommendations; GIS management and upgrades; consultation and recommendations to the Board and Authority Administrator; attendance at monthly PRBRSA Board meetings; and other authorized activities.

The selected Authority Consulting Engineer will meet the Authority's day-to-day engineering needs under a one-year contract, subject to annual renewal at the Authority's February reorganization meeting. Appointment as the Consulting Engineer does not guarantee monthly assignments.

Services outside the consulting engineering contract's general scope require a written proposal and Board authorization before work begins. Preparation of proposals for additional engineering contracts are not billable to PRBRSA.

IV. SELECTION CRITERIA/EVALUATION

Professional services shall be awarded to the Firm, which is most advantageous to the Authority, price and other factors considered. The Board of Commissioners of the Pequannock River Basin Regional Sewerage Authority shall evaluate the RFQ's, and the basis of award shall be dependent upon the following qualifications:

Firm Experience and Reputation

a. The Firm's history, experience, expertise, and reputation in performing professional work in the applicable field.

Capacity and Availability

b. The Firm's ability, capacity, and skill to support and deliver the Scope of Services.

c. The Firm's ability to perform the services in a timely manner, including the availability of personnel, facilities, equipment, and other resources.

d. The Firm's availability to attend any required meetings of the Authority.

Licensing and Personnel

e. The number of licensed professionals employed by or associated with the Firm. **Current, relevant professional licenses must be submitted with the proposal.**

f. **The qualifications and background of the personnel assigned to this RFQ. Provide the name and resume of the Main Contact who will be assigned to the Authority's account. Describe the qualifications of support staff, and provide their resumes, as they relate to the services to be provided.**

The assigned Engineer must have a minimum of ten (10) years experience in municipal/sewer authorities and wastewater systems and be a full time employee available for day to day engineering activities as may be requested.

Professional Qualifications

g. **The Professional Qualifications for the Consulting Engineer, as stated below.**

CONSULTING ENGINEER:

Act under the direction of the PRBRSA Board, Authority Administrator, or designated representative.

Must have a minimum of TEN (10) years of professional experience in municipal or wastewater utility engineering and demonstrate experience in performing reviews of public and private wastewater infrastructure improvements; must have design and construction related experience on similarly sized wastewater facilities as the Authority; must possess the ability to perform inspections on public works projects, onsite and offsite 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 I-Bank Program and grants.

h. 2027 Rate Schedule identifying specific rates for employees of the firm and methods for charging of any services rendered. Specifically, if any overhead factors will be applied to any rates charges, as well as any ancillary charges that may also be charged, including mileage, etc.
i. Lack of conflicts with representation of Municipal governing bodies, Boards, or agencies of Member Municipalities of the Authority
j. List of References with current contract information
k. The PRBRSA requires that each Firm hold a valid New Jersey Business Registration Certificate. (to be submitted with RFQ)
l. Other factors that may be in the best interest of PRBRSA.

The selected firm shall be based on the PRBRSA Board's evaluation of the submitted materials, qualifications and compensation as set forth in this document. The Board of Commissioner's reserve the right to negotiate the terms and conditions of any Contract with the Firm based upon the evaluation of the proposal package, which the Commissioners deem to be most advantageous to PRBRSA.

V. TERMS OF AGREEMENT

1. The effective term of the Professional Service Agreement shall be on or about February 18, 2027 thru February 16, 2028 (or until a successor has been duly appointed).
2. The Authority shall not be liable for any costs incurred in the preparation of proposals.
3. 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 (i.e., travel, accommodations, etc.)
4. 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.
5. The Respondent shall furnish such additional information as the Authority may require. The Authority reserves the right to conduct investigations of the qualifications of the Respondent as it deems appropriate.
6. 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
7. The Authority reserves the right to appoint multiple firms to a particular professional position, should it be deemed in the Authority's best interest to proceed in that manner.
8. The Authority, in no way, guarantees that appointment to a professional position will result in any work and shall not be obligated to guarantee any quantity of work.
9. The Authority reserves the right to waive minor irregularities in the procedures.
10. The Authority 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.
11. All Respondents are required to provide a Fee Schedule detailing compensation for specified services.
12. Failure to submit any required information may render a proposal non-responsive and may result in disqualification.
13. All design, specifications and other professional materials that are created under contract to the Authority (and on behalf of the Authority) remain the property of the Authority and will be provided to the Authority as may be requested.
14. Termination of Contract
    a. 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.

b. 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 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.
c. 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.
d. 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.
e. The Authority reserves the right to terminate the contract at any time, for any reason, with no penalties.

VI. INSURANCE REQUIREMENTS

During the performance of its annual Authority Consulting Engineer Contract, the Firm 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, including Pollution Liability Coverage
b. Commercial General Liability Insurance with limits of $1,000,000 per claim and $3,000,000 aggregate. The Authority and its Commissioners, Staff and Consultants shall be named as additional insured.

The Consulting Engineer 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.

The Firm shall indemnify and save harmless the Pequannock River Basin Regional Sewerage Authority and 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.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, _____ of _____
(name of affiant) (name of municipality)

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

I am _____ of the firm of _____
(title or position) (name of firm)

the applicant making the RFQ and certify that I executed the RFQ with full authority to do so and has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive process in connection with the above named Application; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the PRBRSA relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract to the Applicant.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such 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 acknowledged nor admitted to any payment of kickbacks or unlawful gifts for which conduct the PBRSA 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 _____
Signature

_____, 2____

_____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

LETTER OF QUALIFICATION (Note: To be provided on Respondent's Letterhead. No modifications may be made to this letter)

[insert date]

Jamie Avagnano, Administrator
PRBRSA
One Ace Road,
Butler, New Jersey 07405

Attention:

The undersigned have reviewed our Qualification Statement submitted in response to the Request for Qualifications (RFQ) issued by the Pequannock River Basin Regional Sewerage Authority ("PRBRSA") November 5, 2026, and due by January 6, 2027, 3:00 p.m. in connection with the Authority's need for Consulting Engineering 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 a joint venture, appropriate officers of each company shall sign.) (Signature of Chief Executive Officer) (Typed Name and Title) (Type Name of Firm) Dated: _____