

TOWNSHIP OF CLARK
REQUEST FOR CONTRACTOR QUALIFICATIONS
ON-CALL GENERAL CONTRACTORS
FACILITIES MAINTENANCE

Introduction

The Township is soliciting qualifications of construction and maintenance general building contractors (Contractor) who wish to be included in an On-Call General Contractors List. It is the intent of the Township to enter into an annual, on-call contract with three to six Contractors who specialize in maintenance and construction services in order to call upon these Contractors as needed.

Once the list has been approved by Council, Contractors may be issued “Work Orders” to complete individual miscellaneous projects such as but not limited to painting, plumbing, electrical work, building renovations and maintenance, fencing, and miscellaneous rehab projects. Such work will be performed on a time and material basis in accordance with the “Schedule of Hourly Rates, Mark-ups and Availability” provided herein.

Should a work order be issued in excess of \$25,000, Contractors shall supply a Performance Bond upon acceptance of the work order from a Surety authorized to do business in the State of New Jersey and approved by the Township.

Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of the Request for Qualifications (RFQ). Together with the other RFQ sections, they will apply to the RFQ process, the subsequent contract and project production. Any proposed change, modification or exception to these conditions and requirements may be the basis for the Township of Clark hereinafter referred to as the Township, to determine the proposal as non-responsive to the RFQ and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent(s), as accepted by the Owner, will become part of any contract awarded as a result of this RFQ.

Schedule

The dates established for the procurement are:

Release of RFQ	November 7, 2023
Proposal Due Date	November 30, 2023
Governing Body Action	December 18, 2023

Proposal Submission Information

Submission Date and Time

Thursday, November 30, 2023, 10:00 am
One (1) original and one (1) copy

Submission at:
Township Clerk's Office, Room 28
Clark Municipal Building
430 Westfield Avenue
Clark, NJ 07066

Clearly mark the submittal package with the title of this RFQ and the name of the responding firm, addressed to the Township Clerk. The original proposal shall be marked to distinguish it from the copy.

Only those RFQ responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the Respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After submission date and time specified above, responses must remain firm for a period of sixty (60) days.

Township Representative for this RFQ

No Inquiries will be answered by telephone.

Please direct all questions in writing to:

James Ulrich, Business Administrator
Phone 732-388-3600
Fax 732-388-3839
E-mail: ba@ourclark.com

Interpretations and Addenda

Respondents are expected to examine the RFQ with care and observe all its requirements. All questions about the meaning or intent of this RFQ, must be received at least ten (10) business days prior to the date fixed for the opening of proposals, all interpretations and clarifications considered necessary by the Owner's representative in response to such comments and questions will be issued by Addenda no later than seven (7) business days prior to the date fixed for the opening of proposals, posted on the Township of Clark's website, www.ourclark.com. Only comments and questions responded to by formal written Addenda will be binding and shall become part of the Contract Documents. Oral interpretations, statements or clarifications are without legal effect.

Cost Liability and Additional Costs

The Township assumes no responsibility and/or liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the Township shall be limited to the terms and conditions of the Contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the Owner, are not to be billed and will not be paid.

TOWNSHIP OF CLARK

UNION COUNTY, NEW JERSEY

REQUEST FOR QUALIFICATIONS

**ON-CALL SERVICES CONTRACTOR
FACILITIES AND MAINTENANCE**

MAYOR

SALVATORE BONACCORSO

TOWNSHIP COUNCIL

WILLIAM F. SMITH, PRESIDENT

**ANGEL ALBANESE
PATRICK O'CONNOR
STEVEN HUND**

**JAMES MINNITI
FRANK MAZZARELLA
BRIAN TOAL**

**JAMES ULRICH
BUSINESS ADMINISTRATOR**

NOVEMBER 7 2023

**Township of Clark
Union County, New Jersey
Proposal Documents and Specifications
General Contracting Services**

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- Proposal Checklist
- Acknowledgement of Receipt of Addenda
- Responder's Questionnaire
- References
- Proposal Checklist
- Statement of Responder's Qualifications and Experience
- Responder's Affidavit
- Schedule of Hourly Rates, Mark-ups and Availability
- Respondent's Declaration
- Non-Collusion Affidavit
- Stockholder Disclosure Certification
- Mandatory Equal Employment Opportunity Language
- Americans with Disabilities Act Mandatory Language

NOTICE TO RESPONDENTS

Notice is hereby given that sealed proposals will be received by the Township of Clark, Union County, New Jersey for **On Call Services – General Contractor for Facilities Maintenance** and opened in Room 30, 430 Westfield Avenue, Clark, New Jersey, on November 30, 2023 at 10:00 A.M. prevailing time.

The work under this contract includes the engagement of miscellaneous trades associated with building construction such as electrical, plumbing, carpentry, masonry, carpet, tile, painting, fencing and other general contracting trades of a similar nature.

Proposals must be made on the standard proposal forms in the manner designated in the contract documents, must be enclosed in sealed envelopes bearing the name and address of the Respondent, and the name of the work on the outside; addressed to Mayor and Council, Township of Clark.

The Township reserves the right to reject any or all proposals or to waive any informalities where such informality is not detrimental to the best interest of the Township.

The successful respondent shall be required to comply with the following.

- The Affirmative Action requirement of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27
- The provisions of the New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1963, effective January 1, 1964.
- All Respondents are required to comply with the Regulations of P.L. 1999, c.238, “The Public Works Contractor Registration Act” when dealing with repair, maintenance or improvements to a public building.

All proposals shall be binding upon the respondent for a period of Sixty (60) days subsequent to the opening of proposals.

BY ORDER OF the Mayor and Township Council of the Township of Clark, Union County,
New Jersey.

Salvatore Bonaccorso, Mayor

1. INSTRUCTIONS TO RESPONDENTS

1.1 THE PROPOSAL

The Township of Clark is soliciting Qualified Respondents to provide Facility Maintenance Services in accordance with the terms of these RFQ Specifications, N.J.S.A. 40A:11-4.4 and N.J.A.C. 5:34.

1.2 CHANGES TO THE REQUEST FOR QUALIFICATIONS

Notice of revisions or addenda to advertisements or RFQ documents relating to proposals will, be posted on the Township of Clark's website, www.ourclark.com, no later than seven days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of proposals.

1.3 RFQ OPENING

All responses will be publicly opened and read by the Township Clerk, or an official designated by the Township, in Room 30, 430 Westfield Avenue, Clark, New Jersey, on **November 30, 2023**, Responses must be delivered by hand or by mail to the Township of Clark, no later than November 30, 2023, 10:00 a.m. All proposals will be date and time stamped upon receipt. Respondent is solely responsible for the timely delivery of the proposal and no proposals shall be considered which are presented after the public call for receiving proposals. Any Proposal received after the date and time specified will be returned, unopened, to the Respondent.

1.4 DOCUMENTS TO BE SUBMITTED

The following documents shall be submitted by every Respondent at the time and date specified in the public notice to prospective respondents:

- Administrative Conditions and Requirements
- Notice to Respondents
- RFQ Document
- Acknowledgement of Receipt of Addenda
- Responder's Questionnaire
- References
- Statement of Responder's Qualifications and Experience
- Responder's Affidavit
- Schedule of Hourly Rates, Mark-ups and Availability
- Respondent's Declaration
- Non-Collusion Affidavit
- Stockholder Disclosure Certification
- Mandatory Equal Employment Opportunity Language
- Americans with Disabilities Act Mandatory Language
- Business Registration Certificate
- Applicable Contractor's Licenses

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. The division of the RFQ Specifications into parts is merely for convenience and ready reference; all parts of the RFQ Specifications constitute a single document.

2. DEFINITIONS

"Proposal" means all documents, proposal forms, affidavits, certificates, statements required to be submitted by the respondent at the time of the RFQ opening.

"RFQ specifications" means all documents requesting Contractor Qualifications and contained in this document or appended to this document.

"Certificate of insurance" means a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.

"Consent of surety" means a contract guaranteeing that if the contract is awarded, the surety will provide a performance bond. This will be required for all work orders exceeding \$25,000.

"Contract" means the written agreement executed by and between the successful respondent and the governing body and shall include the RFQ proposal, and the RFQ specifications.

"Contracting unit" means a municipality or any board, commission, committee, authority or agency, and which has administrative jurisdiction over any district other than a school district, project, or facility, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercise functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work or the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.

"Contractor" means the contractors found to be most qualified and to whom award of the contract shall be made.

"Governing body" means the governing body of the municipality, when the contract or agreement is to be entered into by, or on behalf of a, municipality as further defined at N.J.A.C. 40A:11 -2.

"Legal newspaper" means the Union County Hawk, Union County Local Source and the Star Ledger.

"Proposal forms" mean those forms that must be used by all respondents to set forth qualifications, prices and for services to be provided under the contract.

"Surety" means a company that is duly certified to do business in the State of New Jersey and that is qualified to issue bonds in the amount and of the type and character required by these specifications.

3. SUBMISSION REQUIREMENTS

3.1 PROPOSAL

A. Each document in the proposal must be properly completed in accordance with the requirements contained herein. No respondent shall submit the requested information on any form other than those provided in these RFQ specifications unless directed to do so.

- B. Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the Respondent and the name of the proposal set forth in the Public Advertisement for Qualifications must be written clearly on the outside of the sealed envelope. No Responses will be accepted past the date and time specified by the Township of Clark in the advertisement for proposals.
- C. Each Respondent shall sign, where applicable, all submissions as follows:
 - 1) For a corporation, by a principal executive officer;
 - 2) For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
 - 3) A duly authorized representative if:
 - a) The authorization is made in writing by a person described in sections 1 and 2 above; and
 - b) The authorization specifies either an individual or a position having responsibility for the overall operation of the business.
- D. Any Response that does not comply with the requirements of the RFQ specifications shall be rejected as non-responsive.

3.2 EXCEPTIONS TO THE RFQ SPECIFICATIONS

Any conditions, limitations, provisos, amendments, or other changes attached or added by the respondent to any of the provisions of these Qualification Specifications or any changes made by the respondent on the Proposal Forms shall result in the rejection of their proposal by the Township of Clark.

3.3 COMPLIANCE

The Respondent shall be familiar with and comply with all applicable local, State and Federal laws and regulations in the submission of the Respondent and, if the respondent is awarded the contract, in the performance of the contract.

3.4 CONFLICT OF INTEREST AND NON-COLLUSION

Each respondent must execute and submit as part of the Response a "Non-Collusion Affidavit" which at a minimum shall attest that:

- A. The respondent has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above-named project;
- B. All statements made in the Qualification Response are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and

3.5 NO ASSIGNMENT OF THE WORK

Once awarded an on-call assignment, the respondent may not assign, sell, transfer, or otherwise dispose of the work or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful Respondent to assign or otherwise dispose of its duties and obligations under the contract provided that the Township of Clark agrees to the assignment or other disposition.

4. EVALUATION OF PROPOSALS

4.1 EVALUATION PROCESS

The Township will review and evaluate all written proposals submitted by the deadline. An evaluation team, consisting of the Business Administrator and the Chief Financial Officer will review all proposals to determine if they satisfy the RFQ requirements, to determine if a proposal should be rejected and will evaluate the proposals based upon the Evaluation Criteria. The most advantageous proposal(s), based on quality and other such factors as detailed in the evaluation criteria, will then be recommended to the governing body for an on-call contract with the Township for construction and maintenance services and will be included in the On-Call Contractors List. In specific areas, multiple contracts may be awarded.

4.2 EVALUATION CRITERIA

The criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful Respondent.

- Ability of Contractor to perform some or all of the general building contractor services outlined in this RFQ.
- Knowledge and Technical Competence
- Contractor having a valid State of New Jersey Contractors State License in their respective field.
- Ability to Complete the Services in a Timely Manner
- Ability to provide services in one or more of the Township's facilities.
- Ability to readily access and communicate through phone calls, texts, and emails from the Township requesting service or inquiring about status.
- Compliance with procedures for working around materials that may be hazardous.
- Compliance with New Jersey prevailing wage laws.
- Fair and reasonable prices for labor and materials.
- Proof of insurance as required.
- Management, Experience and Personnel Qualifications
- References
- Completeness of submittal requirements.

4.3 RESPONSE TO CONTRACTOR'S QUESTIONNAIRE

This section contains the submission questions. Contractors shall address the questions in the order presented; responses must be identified by the question numbers below. Answers to questions need to be specific, detailed, and straightforward, using clear, concise, easily understood language. Questionnaire must be typed; no handwritten responses will be accepted.

The answers to questions in this section will be evaluated and scored to determine the Contractor's ability to provide quality service at fair and reasonable prices, while maintaining high standards of customer satisfaction.

Contractors are encouraged to make any comment and/or attach any information that may assist in evaluating their ability to perform this contract.

4.4 REFERENCES

The Contractor must provide a list of at least three references, preferably at least one of these should be from a governmental agency. The contractor should expect that the Township will contact the references.

5. AWARD OF CONTRACT

5.1 GENERALLY

- A. The Township of Clark may award the contract or reject all responses within 60 days from when proposals are opened, except that the proposals of any respondents, who consent thereto may, at the request of the contracting unit be held for consideration for such longer period as may be agreed. All Respondents will be notified of the Township of Clark's decision, in writing, by regular mail.
- B. Contracts will be awarded to the respondents whose qualifications have been deemed to be acceptable to the governing body of the Township of Clark.
- C. The Township of Clark reserves the right to reject any or all proposals.

5.2 NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen calendar days of the award of the contract, the Township of Clark shall notify the successful respondent in writing, at the address set forth in the Qualification Response and such notice shall specify the place and time for delivery of the executed contract. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Township of Clark to declare the respondent as non-responsive and shall rescind their award of a Contract.

5.3 RESPONSIBLE RESPONDENT

The Township of Clark shall determine whether a respondent is "responsible" in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.A.C. 5:34. The Qualification Response of any respondent that is deemed not to be "responsible" shall be rejected.

5.4 AFFIRMATIVE ACTION REQUIREMENTS

- A. If awarded a Contract, the successful respondent will be 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.
- B. Within seven days after receipt of notification of the Township of Clark's intent to award any contract, the Contractor must submit one of the following to the contracting unit:
 - 1) If the Contractor has a federal affirmative action plan approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photo copy of its letter of approval.
 - 2) If the Contractor has a certificate of employee information report, the Contractor shall submit a photo copy of the certificate.
 - 3) If the Contractor has none of the above, the contracting unit shall provide the Contractor with an affirmative action employee information report.
- C. If the Contractor does not submit the affirmative action document within the required time period, the Township of Clark may extend the deadline by a maximum of the fourteen (14) calendar days. Failure to submit the

affirmative action document by the fourteenth calendar day shall be cause for the Township of Clark to declare the Contractor to be non-responsive and shall rescind their award of a Contract.

5.5 ERRORS IN PRICE OR RATE CALCULATIONS

In providing cost proposals for work orders to be issued under this contract, any discrepancy between a numerical price or rate and a price or rate written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Work Order Proposal Forms(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the Work Order Project. After all Work Order Proposals have been read, the proposals will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any proposal, then the Township of Clark may not award a Contract until all tabulations are complete.

6 WORK SPECIFICATIONS

6.1 SCOPE OF WORK

The Township is soliciting qualified construction and maintenance general building contractors (Contractor) who wish to be included in an On-Call Contractor(s) List. It is the intent of the Township to enter into on-call contracts for maintenance services and to call upon these Contractors as needed.

Once the program is in place, Contractors will be issued a Scope of Work for individual projects. The work may include miscellaneous sitework such as pavement repairs, installation of new curbing, and sidewalk repair. The work may also include building construction and the services of many different building trades. Separate requests for Electricians, Plumbers, Painters, Fence Installers and Masons may also be possible.

The Township seeks general building contractors with demonstrated expertise and experience performing one or more of the following services:

- Framing and Rough Carpentry – ranging from the building of small enclosures to dry rot repair to structural construction including such things as decks
- Finish Carpentry – as needed to support projects
- Drywall, Lathing and Plastering – ranging from maintenance such as repairing damaged sections of wall to a project such as new wall construction
- Glazing – ranging from maintenance such as replacing glass in a window to projects such as replacing all windows/doors in a residence
- Ceramic and Mosaic Tile – ranging from maintenance such as repairing broken tiles to projects such as a bathroom remodel

- Plumbing – ranging from maintenance such as replacing a faucet, providing plumbing repairs, upgrades, installations, and replacements for components of Township facilities and infrastructure on an as-needed basis during the contract period. Typical services may include tasks such as clearing clogged or blocked drains and installation of various plumbing fixtures.
- Electrical – Typical services may include investigation and repair of various electrical issues or concerns, rewiring, replacing or installing lights, switches, or installing new circuits.
- Painting – ranging from minor patch and paint to paint a room or entire house (interior and exterior)
- Roofing – ranging from maintenance such as a–roof patch or repairing the fascia to a project such as a new residential roof
- Sheet Metal and Welding – as needed to support projects
- Heating – ranging from maintenance such as servicing propane wall heaters to projects such as the installation of a full HVAC system
- Flooring – ranging from maintenance such as repairing tiles or tears in flooring to projects such as replacing floor joists and installing new flooring
- Fencing

Examples of the types of structures and facilities that might require maintenance or repair under this contract include the municipal building and any of the facilities where the Township has a responsibility and obligation to maintain.

6.2 INVOICE AND PAYMENT PROCEDURE

The Township of Clark shall pay all invoices within 30 days of receipt. The Township of Clark will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Township of Clark shall have 30 days from the date of receipt of the corrected invoice to make payment.

6.3 PERFORMANCE BOND

For projects in excess of \$25,000, upon delivery of a work order, together with an estimated cost of the work, the Contractor shall furnish a surety bond or bonds of face value equal to one hundred percent (100%) of the amount of the estimated cost as security for faithful performance of the specific work order and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the contract documents, annexed hereto. The Surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Township. The Surety bond or bonds provided shall not be released until final acceptance of the whole work and then only if all liens or claims have been satisfied and any maintenance or guarantee bonds required have been executed and approved by the Township.

6.4 INSURANCE REQUIREMENTS

Certificates of Liability and Workmen’s Compensation Insurance satisfactory to the Township shall be filed with the Township.

All of the Contractor's insurance coverage shall contain a clause indemnifying and saving harmless the Township, the Engineer and their agents from any and all liability of whatever nature arising from the Work to be performed under the Contract, including attorney's fees and costs in connection with the defense of such claims. The Certificate of Insurance furnished by the Contractor shall state specifically that the above indemnification is guaranteed by the Policy.

The minimum amounts of insurance to be carried by the Contractor shall be as follows:

Workmen's Compensation and Employer's liability Insurance: The Contractor shall take out and maintain during the life of this Contract adequate Workmen's Compensation and employer's Liability Insurance for all employees employed in connection with the Work, and in case any Work is sublet, the Contractor shall require each Subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for the latter's employees, unless such employees are covered by the protection afforded by the Contractor's insurance. Employer's Liability Insurance shall have limits of not less than \$500,000 per accident, or for disease \$100,000 per claim. Public Personal Injury Liability and Property Damage Liability including contingent liability and Contractual liability:

One person in any one occurrence	\$ 300,000.00
Two or more persons in any one occurrence	\$1,000,000.00
Aggregate property damage limit	\$ 500,000.00
Property damage in any accident	\$ 100,000.00

Automobile Liability Insurance:

One person in any one accident	\$ 300,000.00
Two or more persons in any one accident	\$1,000,000.00
Property damage in any accident	\$ 100,000.00

Property damage insurance shall be extended to cover damage to underground wire, pipes, ducts, conduits, structures, etc, and further to cover explosion damage and damage due to collapse.

The policies shall remain in force until all Work has been completed. The Contractor shall ascertain the cost to him of all the required insurance policies before submitting his Proposal. All policies shall be endorsed to provide both the Township and the Engineer with thirty (30) days written notice in advance of any changes or cancellations which modify the coverage provided. In the event the Contractor shall carry blanket Liability Insurance coverage, compliance with the foregoing requirements shall be met by furnishing of an endorsement or rider to said blanket Liability Insurance policy naming

the Township as a co-insured for the Work involved, hereunder, provided the limits of said blanket Liability Insurance policy shall comply with the amounts outlined above. The policies and/or endorsements herein required must be submitted to the Township in duplicate at least five (5) days prior to beginning any Work under the terms of the Contract.

6.5 CERTIFICATES

The Contractor shall furnish certificates of both public liability and workmen's compensation insurance satisfactory to the Township as to company and limits. A certificate endorsed by the company shall be furnished stating that said company would notify the Township thirty (30) calendar days in advance of any cancellation becoming effective.

6.6 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Township of Clark from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Township of Clark on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the Contract or from any act or omission by the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

7. ADDITIONAL TERMS AND CONDITIONS

7.1 PROPOSAL PREPARATION

All required documents shall be completed with typewriter, pen or ink. Each proposal must be signed in pen or ink by a person authorized to do so. Qualification responses showing any erasure alteration must be initialed by the respondent in ink. Where discrepancies occur between a unit figure and the extension, the unit figure will prevail. All submittals must be placed in a sealed envelope plainly marked on the outside of the envelope "RFQ Contracting Services". All Qualification Responses must be received prior to the time and date set for the opening. In the case of mailed proposals, the Township assumes no responsibility for proposals received after the designated date and time. A late proposal will be returned to the respondent unopened.

7.2 SALES TAXES

N.J.S.A. 54:32b-1 et seq. exempts all materials sold to New Jersey Municipalities for sales or use taxes. Do not include them in figuring price.

7.3 PREVAILING WAGE ACT

The New Jersey Prevailing Wage Act, N.J.S.A 34: 11-56.25 et. seq., is hereby made a part of every Contract entered into on behalf of the Township of Clark except those contracts which are not within the contemplation of the Act. The respondent's signature on this proposal is his guarantee that neither he nor any sub-contractor(s) he might employ to perform the work covered by this proposal are listed or on record in the Office of the Commission of the Department of Labor and Industry as one who has failed to pay prevailing wages in accordance with the provisions of this Act.

7.4 COMPLIANCE - LAWS

The respondent must comply with all local, state and federal laws, rules and regulations applicable to this Contract and to the work to be performed.

7.5 DEVIATION FROM SPECIFICATIONS

Proposals incorporating deviation which, in the opinion of the Township Council departs from the intent and purpose of these specifications and conditions will not be considered.

7.6 PRICES

All prices and labor rates quoted shall be firm and not subject to change during the period of the contract. Work Order Costs will be determined when a work order is created to provide a needed service. The cost will be determined when the Contractor estimates the extent of the work and computes the manhours and materials that will be required.

7.7 RESPONDENTS GUARANTEE

By submitting a proposal, the respondent covenants and agrees that it has satisfied from its own investigation of the conditions to be met, that it fully understands its obligations and that respondent will not make any claim form, or have the right to, cancellation or relief without penalty of the Contract because of any misunderstanding or lack of information.

7.8 TERMINATION OF CONTRACT

The Township reserves the right to terminate any contract entered into as a result of this submittal provided written notice has been given by the Township Business Administrator to the contractor at least thirty (30) days prior to such proposed termination date. If deemed necessary, the Township reserves the right to re-advertise the contract prior to the potential termination of the contract.

7.9 SUBCONTRACTING OR ASSIGNMENT

The contract may not be subcontracted or assigned by respondent, in whole or in part, without the prior written consent of the Township Business Administrator.

7.10 DEBARRED LIST OF VENDORS

Proposals will not be considered from any respondent listed on the debarred list published by the State of New Jersey.

7.11 FAILURE TO PERFORM WORK

In the event the respondent fails to perform the work and services provided in this contract in a good and workmanlike manner, the Township shall have the right to perform or correct the work and services and recover the reasonable costs by deducting the amount from any monies which may be due the respondent. The remedy provided in this section shall be in addition to any other remedy provided in the Contract or by law.

7.12 CHANGES

It is agreed that all items which are necessary in order to provide for the work identified in any work order for the Township of Clark as required shall be furnished by the successful respondent at its quoted price whether or not all details are specified herein. The Township without invalidating the Contract, may order changes consisting of additions, deletions, modifications and the contract sum shall be adjusted accordingly. All such changes in the Contract shall be authorized by written change order signed by the Township Business Administrator. The cost or credit to the Township from a change in

the Contract shall be determined by mutual agreement before executing the change involved. The Township Business Administrator may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the items are being purchased.

7.13 ADDITIONAL CLAIMS

Successful respondent agrees it will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of the Contract on respondent part, or of any failure to fully acquaint itself with any conditions relating to the Contract.

7.14 ORAL INSTRUCTIONS

No interpretation of the meaning of the Specifications or Contract Documents for any work order will be made to any respondent orally. Every request for such interpretation shall be in writing addressed to the Township Administrator. Such request to be given consideration must be received at least ten (10) calendar days prior to the date fixed for the opening of proposals. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which when issued will be mailed by Certified Mail, emailed or faxed to all prospective respondents currently on record, not later than five (5) calendar days prior to the date fixed for the opening of proposals. Failure of any respondent to receive any such addendum or interpretation shall not relieve any respondent from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents.

7.15 GOVERNING LAW, STATE AND FUNDING

This contract shall be governed by and construed in accordance with the Local Public Contracts Law of the State of New Jersey. (N.J.S.A. - Title 40A:1-1 et and N.J.A.C. 5:34-1 et seq.). All contracts are subject to the availability and appropriation of funds annually.

7.16 CONFORMANCE TO CONTRACT SPECIFICATIONS

The Clark Township Administrator, or his duly authorized representative, shall at all times be the sole judge of whether the Contractor is conforming to the terms of the Contract and the performance shall be at all times subject to the direction of the Clark Township Business Administrator or his duly authorized representative.

7.17 GENERAL CONDITIONS

- A. Damage to private or Township property as the result of the Contractor's equipment or personnel must be reported in writing to the Township Administrator within twenty-four (24) hours. It is also the sole responsibility of the Contractor to repair any and all damage(s) caused by their firm.
- B. Any and all questions, comments, concerns or request for additional information should be written and directed to the following Township office:

James F. Ulrich, Township Business Administrator

TOWNSHIP OF CLARK

430 Westfield Avenue

Clark, New Jersey 07066

Proposal Documents

PROPOSAL CHECKLIST

The following checklist is provided as assistance to the development of the RFQ Response. It in no way supersedes or replaces the requirements of the RFQ. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFQ.

- Administrative Conditions and Requirements _____
- Notice to Respondents _____
- RFQ Document _____
- Acknowledgement of Receipt of Addenda _____
- Responder's Questionnaire _____
- References _____
- Statement of Responder's Qualifications and Experience _____
- Responder's Affidavit _____
- Schedule of Hourly Rates, Mark-ups and Availability _____
- Respondent's Declaration _____
- Non-Collusion Affidavit _____
- Stockholder Disclosure Certification _____
- Mandatory Equal Employment Opportunity Language _____
- Americans with Disabilities Act Mandatory Language _____
- Business Registration Certificate _____
- Applicable Contractor's Licenses _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA
(if necessary)

The undersigned respondent hereby acknowledges receipt of the following Addenda:

Addenda Number	Dated
_____	_____
_____	_____
_____	_____

Signed: _____
Title: _____
Printed Name: _____
Date: _____
Company: _____

Posting will be on the Internet

RESPONDER'S QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Proposal for Facility Maintenance Services for the Township of Clark. **Failure to complete this form or to provide any of the information required herein shall result in rejection of the Proposal.**

Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. **Any answer that is illegible or unreadable will be considered incomplete.** If additional space is required, the respondent shall add additional sheets and identify clearly the question being answered.

- Contractor business name and address

- Business owner name

- Contractor contact information (name, address, phone, fax, email)

- Contractor license type(s) and number(s)

- Number of employees
- Number of years in business
- Number of years under current ownership
- Briefly describe business experience and past clients.

- Briefly describe business experience with providing service to government agencies.

- Guarantee of work? How long?

REFERENCES

List three references (preferably one being a from government agency).

Reference 1

Name of Company/Organization: _____

Address: _____

Contact Person: _____

Phone Number: _____

Type of Service(s): _____

Reference 2

Name of Company/Organization: _____

Address: _____

Contact Person: _____

Phone Number: _____

Type of Service(s): _____

Reference 3

Name of Company/Organization: _____

Address: _____

Contact Person: _____

Phone Number: _____

Type of Service(s): _____

STATEMENT OF RESPONDENT’S QUALIFICATIONS AND EXPERIENCE

STATE OF NEW JERSEY }

COUNTY OF } SS:

I, _____, am the (OWNER, PARTNER, PRESIDENT, OR

CORPORATE OFFICER) of _____, and being duly sworn,
I depose and say:

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.
2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Mayor and Council to award an on-call contract for Facilities Maintenance Services.
3. I understand and agree that the *Township of Clark* will rely upon the information provided in the Questionnaire in determining the qualifications of all respondents.
4. I also understand and agree that the Mayor and Council may reject the proposal in the event that the answer to any of the foregoing questions is false.
5. I do hereby authorize the *Township of Clark*, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the *Township of Clark* with any information necessary to verify the answers given.

Name of Firm or Individual Title

Signature Date

Subscribed and sworn to before me this _____ day of _____ 2023.

Notary Public _____

My Commission expires____, 20____ .

Note: A partnership must give firm name and signature of all partners. A corporation must give full corporate name and signature of official, and the corporate seal affixed.

SCHEDULE OF HOURLY RATES, MARK-UPS AND AVAILABILITY

Provide titles for trades that will be used such as Drywall Installer, Carpenter, Plumber, Electrician, Mason, Carpet Installer, Painter, Glazer, Roofer, HVAC Technician, Tile Installer, etc.	Regular Hourly Rate; Mon-Fri (7:00 am to 5:00 pm)	After Hours Rate Mon – Fri.	Weekend Rate	Holiday Rate	Markup of Materials above vendor costs.	Other Fees and Charges	On-Call Response Time Regular Hours, Mon. – Fri.	On-Call Response Time Urgent (Risk of Property Damage)	On-Call Response Time Emergency (High risk or danger of injury or loss of life)	On-Call Response Time Number of Employees for Emergency Calls

Note: Work orders, when issued, will require an estimated cost and an estimated time for completion before the Notice to Proceed will be issued.

Signature of Contractor

RESPONDENT'S DELCLARATION

To the Township of Clark:

The undersigned declares that he/she has read the Request for Qualifications attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services as set forth herein.

Company Name: _____

Federal I.D. or Social Security #: _____

Address: _____

Signature of Authorized Agent: _____

Type or Print Name: _____

Title: _____

Date: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)
)SS:
COUNTY OF)

I, _____ of the city of _____
_____ in the County of _____ and
the State of _____ of full age, being duly sworn according to law on

My oath deposes and says that:

I am

Of the firm of

The Respondent making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said Respondent has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Clark relies upon the truth of the statements contained in this affidavit in awarding the contract for the said project.

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, except bonafide employees or bonafide established commercial or selling agencies maintained by

(Name of Contractor) (NJSA 52:34-15)

(Also type or print name of Affiant under signature)

Subscribed and sworn to
Before me this _____
Day of _____, 2023

Notary Public
My Commission Expires

STOCKHOLDER DISCLOSURE CERTIFICATION
(N.J.S.A. 52:25-24.2 P.L. 1977 c.33)

Failure of the respondent to submit the required information is cause for automatic rejections

Check One

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

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

LEGAL NAME OF RESPONDENT: _____

Check which business entity applies:

_____ Limited Partnership _____ Subchapter S Corporation
_____ Limited Liability Corporation _____ Partnership
_____ Corporation _____ Sole Proprietorship
_____ Limited Liability Partnership _____ Other _____

Complete if the respondent is one of the three (3) types of Corporations:

Date Incorporated: _____ Where Incorporated _____

BUSINESS ADDRESS:

Street Address	City	State	Zip
----------------	------	-------	-----

Telephone #	Fax #
-------------	-------

Listed below are the names and addresses of all stockholders, partners or individuals who own ten (10) percent or more of its stock of any classes, or who own ten (10) percent or greater interest therein.

Name	Address
------	---------

Name	Address
------	---------

CONTINUE ON ADDITIONAL SHEET IF NECESSARY: YES _____ NO _____

Signature: _____ Date: _____

Printed Name & Title: _____

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MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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, gender identity or expression, disability, nationality 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 forth 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, gender identity or expression, disability, nationality 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 county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county 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, gender identity or expression,

disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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.

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, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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 Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

COMPANY NAME: _____

PRINT NAME: _____

TITLE: _____

SIGNATURE: _____

NOTE: A CONTRACTOR MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF **N.J.S.A 10:5-31 et seq., N.J.A.C. 17:27**

AMERICANS WITH DISABILITIES ACT

Mandatory Language

Equal Opportunity for Individuals with Disabilities

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C s12101 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 thereto, are made a part of this contract. In providing any aid, benefit, or services 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, not preclude the OWNER from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.