

**TOWNSHIP OF CLARK
REQUEST FOR QUALIFICATIONS
UNDER THE FAIR AND OPEN PROCESS**

-

**FOR
2026 PROFESSIONAL SERVICES**



ISSUE DATE: November 12, 2025

DUE DATE: December 9, 2025, at 11:00 a.m.

Issued by:

Township of Clark
430 Westfield Ave
Clark, New Jersey 07066
Tel. (732) 388-3600 Ext.3017
www.ourclark.com

Legal Publication Date: Clark Township website
November 12, 2025

**THE TOWNSHIP OF CLARK
REQUEST FOR QUALIFICATIONS
FOR 2026 PROFESSIONAL SERVICES**

NOTICE IS HEREBY GIVEN, that the Township of Clark is soliciting Qualification Statements from interested persons and/or firms for various professional services as indicated below for the year 2026. Through the Request for Qualification (“RFQ”) process, any person and/or firm interested in assisting the Township with the services indicated below must prepare and submit a Qualified Statement in accordance with the procedure and schedule in the RFQ. The Township intends to qualify a person and/or firm that (a) possesses the professional, financial, and administrative capabilities to provide the proposed service and (b) agrees and meets the terms and conditions determined by the Township that provide the greatest benefit to taxpayers of the Township of Clark.

The selection is subject to the “New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, et seq. The Township has structured a procurement process that seeks to obtain the desired results while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement in response to the RFQ. The factors to be considered by the Township include, but are not limited to, (i) experience and reputation in the profession; (ii) knowledge of the subject matter to be addressed under contract; (iii) availability to accommodate any required meetings of the Township or Township agency; and (iv) any other factors demonstrated to be in the best interest of the Township of Clark.

Instructions and qualification documents are available on the Township’s website and can be requested through the Township Clerk’s Office:

Township of Clark
Township Clerk’s Office
Attn: Edith Merkel
430 Westfield Ave
Clark, NJ 07066

Tele: 732-388-3669
Email: clerk@ourclark.com
www.ourclark.com

**SUBMISSION DUE DATE:
Tuesday, December 9, 2025, by 11:00 a.m.**

The Township seeks Qualification Statements for the following professional services:

Township Auditor Engineering Services Various Legal Services Township Planner

See Appendix A – Scope of Services (Commencing on page 31 to page 37)

Obtaining a Submission Package

Instructions and qualification documents are available on the Township's website (www.ourclark.com) and can also be obtained through the Township Clerk's Office during regular business hours, Monday –Friday, from 8:30 a.m. to 4:30 p.m. The submission package can also be requested by phone or via email: 732-388-3669 / Clerk@ourclark.com.

Submission by Facsimile or Email – Not Permitted

Qualification Statements will not be accepted by facsimile transmission or email.

Submittal request:

The responding person or firm must submit a separate qualification statement for each professional service of interest.

Note: Each professional service category in this RFQ may have different submission requirements. Respondents are responsible for reviewing Appendix A – Scope of Services and following the instructions for that specific category. In the event of any ambiguity between general instructions and a specific service section, **the instructions contained in Appendix A for that service shall control.**

Submitting Envelope

Completed Qualification Statements must be submitted in the manner designed and outlined in the submission package. The envelope or package must be enclosed in a sealed envelope bearing the name and address of the Respondent, and the name of the specific professional service of interest, addressed to the Township of Clark. Each interested firm or professional must submit a separate qualification statement for each area of interest. One qualification statement for multiple services will not be accepted. Please enclose one (1) original, marked original, and two (2) copies (each marked copy) of the proposal being submitted for each professional service of interest. Furthermore, Respondents shall include **one electronic copy** of their complete submission on a **USB flash drive** inside the sealed package. Electronic submissions by email or file transfer will not be accepted

Note: The Township of Clark will consider proposals only from firms or organizations that have demonstrated the capability and willingness to provide high-quality services in the manner described in this Request for Qualification.

The Township reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that, in their judgment, will be in the best interest of the Township. The Township shall award the contract or reject all submissions no later than 60 days from receipt of the same.

All Respondents are required to comply with the affirmative action and non-discrimination provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

BY THE ORDER OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF CLARK.

Edith Merkel, RMC/CMR
Township Clerk
TOWNSHIP OF CLARK

GLOSSARY

The following definitions shall apply to and are used in this Request for Qualifications:

- “Township” – refers to the Township of Clark, its officers and elected and appointed officials, employees and advisors and consultants.
- “Due Date” - refers to the date and time by which Qualification Statements must be received by the Township in order to be considered for award of the contract or position.
- “Qualification Statement” - refers to a Respondent’s complete response to this RFQ.
- “Qualified Respondent” - refers to those Respondents who (in the sole judgment of the Township) have satisfied the qualification criteria set forth in this RFQ.
- “RFQ” - refers to this Request for Qualifications, including any amendments thereof or supplements thereto.
- “Respondent” or “Respondents” - refers to the interested individuals and firms that submit Qualification Statements.
- “Services” – refers to the professional services the Township seeks in this RFQ process.
- “Successful Respondent” – refers to the Respondent selected by the Township to perform the Services.

SECTION 1
INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction and Purpose.

The Township is soliciting Qualification Statements from interested persons and/or firms for the provision of the professional services described herein. Through a Request for Qualification process, persons and/or firms interested in assisting the Township with the provision of such services must prepare and submit a Qualification Statement in accordance with the procedure and schedule in this RFQ. The Township will review only Qualification Statements that include all the required information as described herein. The Township intends to qualify persons and/or firms that (a) possess the professional capabilities to provide the proposed services; (b) will agree to work under the compensation terms and conditions set forth; and (c) have demonstrated the capability and willingness to provide high quality services to the Township.

1.2 Procurement Process and Schedule.

The procurement process for professional services being procured are exempt from bidding pursuant to N.J.S.A. 40A:11-5 (1) (a) (i) The selection of Qualified Respondents is subject to the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 *et seq.* The Township has structured a competitive procurement process which ensures that anyone interested in providing the services sought has an opportunity to submit a Qualification Statement in response to this RFQ. The Township will evaluate responses to this RFQ in accordance with the criteria set forth in Section 5. Based upon the totality of the information contained in the Qualification Statement, and from the Respondents' references, the Township will determine which Respondents are qualified. Each Respondent that meets the requirements of the RFQ (in the sole judgment of the Township) will be designated as a Qualified Respondent and will be considered for selection by the Township.

The RFQ process commences with the issuance of this RFQ. The steps involved in the process and the anticipated completion dates are stated in the Anticipated Procurement Schedule. The Township reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents who have provided contact information to the Clerk upon receipt of this RFQ.

Qualification Statements must be received by the Township's Designated Contact Person, via mail or hand delivery, by 11:00 A.M. prevailing time on the Due Date. Qualification Statements received after 11:00 A.M. on the Due Date will be returned unopened.

DESIGNATED CONTACT:

Township of Clark
Township Clerk's Office
Attn: Edith Merkel, Municipal Clerk
430 Westfield Ave
Clark, New Jersey 07066

ANTICIPATED PROCUREMENT SCHEDULE

<u>ACTIVITY</u>	<u>DATE</u>
1. Issuance of Request for Qualifications	November 12, 2025
2. Receipt of Qualification Statements/ Due Date	December 9, 2025
3. Completion of Evaluation of Qualification Statements	December 30, 2025
4. Award of Professional Services Agreements	January 1, 2026
5. Term of Contract	January 1, 2026 – December 31, 2026

1.3 Conditions Applicable to RFQ.

Upon submitting a Qualification Statement in response to this RFQ, the Respondent acknowledges and consents to the following conditions:

- This document is an RFQ and does not constitute an RFP.
- This RFQ does not commit the Township to issue an RFP.
- All costs incurred by the Respondent in connection with responding to this RFQ shall be borne solely by the Respondent. There shall be no claims whatsoever against the Township, its staff or consultants for reimbursement or payment of costs or expenses incurred in the preparation of the Qualification Statement or other information required by the RFQ.
- The Township reserves the right to reject for any reason any and all responses and components thereof.
- The Township reserves the right to reject any Respondent that submits incomplete responses to this RFQ, or a Qualification Statement that is not responsive to the requirements of this RFQ.
- The Township reserves the right, without prior notice, to supplement, amend, or modify this RFQ, or to request additional information.
- All Qualification Statements shall become the property of the Township and will not be returned.
- All Qualification Statements will be made available to the public at the appropriate time, as determined by the Township in accordance with law. Furthermore, Qualification Statements

are public records under OPRA. The Township shall not be responsible for safeguarding proprietary or confidential information submitted.

- Any Qualification Statements not received by the Township timely will be rejected.
- The Township shall not be liable for any claims or damages alleged to have been incurred as a result of this RFQ process, including the Township's review of Qualification Statements and its award of contracts.

1.4 Rights of Township.

The Township reserves the following rights with regard to this RFQ and the procurement process in accordance with the provisions of applicable law:

- To determine that any Qualification Statement received complies or fails to comply with the terms of this RFQ.
- To supplement, amend or otherwise modify the RFQ through issuance of addenda to all prospective Respondents who have received a copy of this RFQ.
- To waive any technical non-conformance with the terms of this RFQ.
- To change or alter the schedule for any events called for in this RFQ upon the issuance of notice to all prospective Respondents who have received a copy of this RFQ.
- To interview or conduct investigations of any or all of the Respondents, as the Township deems necessary or convenient, to clarify the information provided as part of a Qualification Statement, and to request additional information to support the information included in any Qualification Statement.
- To suspend or terminate the procurement process described in this RFQ at any time, commence a new procurement process, or exercise any other rights provided under applicable law without any obligation to the Respondents.

The Township shall be under no obligation to complete all or any portion of the procurement process described in this RFQ.

Qualification or award does not guarantee assignment of work, issuance of purchase orders, or any minimum level of usage.

1.5 Addenda or Amendments to RFQ.

After the issuance of the RFQ, but no later than seven (7) business days prior to the Due Date, the Township may issue an addenda, amendments or answers to written inquiries. Addenda will be noticed by the Township and will constitute a part of the RFQ. All responses to the RFQ shall be prepared with full consideration of any addenda issued.

Respondents who wish to receive addenda by email may notify the Township Clerk and provide contact information. The Township will distribute addenda to those Respondents who have identified themselves, **but the Township shall not be responsible for a Respondent's failure to receive email notification of addenda.**

Failure of a Respondent to receive addenda does not relieve the Respondent from any obligation under the RFQ.

1.6 Proposal Format.

Responses should cover all information requested in Section 3 of this RFQ. Responses that do not meet the requirements of the RFQ or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

SECTION 2 SCOPE OF SERVICES

The Township seeks Qualification Statements from Respondents that have expertise in the provision of services as outlined in the Notice of Solicitation. Refer to Appendix A for Scope of Services by particular profession.

SECTION 3 SUBMISSION REQUIREMENTS

3.1 General Requirements.

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

In addition to the information described below, Respondents are invited to submit supplemental information that may be useful to the Township in evaluating the Qualification Statement. This information may include, for example, a firm profile or brochure. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

3.2 Administrative Information Requirements.

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

1. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Qualification Statement.
2. An executed Letter of Intent (See Exhibit A).

3. Name, address and telephone number of the individual or firm submitting the Qualification Statement and the name of the key contact person.
4. A statement that the Respondent has complied with all applicable affirmative action (or similar) requirements with respect to its business activities (*e.g.*, N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27 as amended) and evidence of such compliance. (See Exhibit B)
5. The number of years Respondent has been in practice.
6. Any judgments within the last three years in which Respondent has been adjudicated liable for professional malpractice. If any, please provide the docket numbers.
7. Whether Respondent or its firm is now or has been involved in any bankruptcy or re-organization proceedings in the last ten years. If so, please provide the docket numbers.
8. A statement that principals have no immediate relatives who are Township employees or elected officials.

3.3 Professional Information Requirements.

1. Respondent shall submit a description of its overall experience in providing the same or similar Services. At a minimum, the following information should be included as appropriate:
 - a. Description and scope of Respondent's work experience.
 - b. Three business references, including contact information.
 - c. Explanation of perceived relevance of Respondent's experience to the RFQ.
2. Describe those portions of the Respondent's services, if any, that are sub-contracted. Identify all subcontractors the Respondent anticipates using in connection with the Services. Subcontracting requires prior written approval; primary firm remains fully responsible.
3. Resumes of key employees who will be assigned to provide the Services.

3.4 Services Fees.

1. **Refer to Scope of Services.**
2. Respondents should take careful note of the following:
 - a. Respondent shall be reimbursed for out-of-pocket expenses that shall include, but not be limited to:

- (i) Faxes and conference calls;
- (ii) Payment of filing, application fees, review fees and similar charges;
- (iii) Outside printing, reproduction, binding, collating, graphic services;
- (iv) Messenger service and overnight mail.

Charges incurred under (iii) and (iv) must be pre-approved by the Township.

- b. Respondent shall send monthly invoices to the Township detailing the Services performed with a properly issued Township purchase order number referenced in the invoice. **No payment shall be made, without a prior issued purchase order by the Township Chief Financial Officer certifying available funds.** Award and continued performance are contingent upon annual availability and appropriation of funds and certification by the CFO.
- c. It is the Township's practice to award professional services contract with an "Amount Not To Exceed" (NTE). Therefore, the Township shall require that upon performing Services totaling 70 percent of the encumbered amount, whether or not all Services have been invoiced to the Township, the Respondent shall provide the Township with a written estimate of additional funds that may be necessary to conclude the matter. Additional funds must be approved by resolution of the Township Council before the Respondent can proceed. The Township expects its professional service providers to maintain time-management control systems to ensure compliance with this RFQ requirement.
- d. Travel time, mileage, and routine clerical/administrative functions are considered overhead and are not billable.
- e. The Township assumes no responsibility or liability for any costs incurred by the Respondent prior to the execution of a contract. All costs incurred in the preparation and submission of a Qualification Statement are the sole responsibility of the Respondent. Any costs not expressly included in the Respondent's fee proposal or pre-approved in writing by the Township shall be deemed included in the Respondent's overhead and are not separately billable.

SECTION 4 INSTRUCTIONS TO RESPONDENTS

4.1 Submission of Qualification Statements.

Each interested firm or professional must submit a separate Qualification Statement for each area of interest to the Designated Contact Person. One qualification statement for multiple services will not be accepted. Please enclose one (1) original, marked original, two (2) copies (each marked copy) and one electronic copy of their complete submission on a USB flash drive inside the sealed package of the proposal being submitted for each professional service of interest (Electronic submissions via email, FTP, shared

drive, or file transfer links will not be accepted):

**Township of Clark
430 Westfield Ave
Clark, New Jersey 07066
Attn: Edith Merkel, Municipal Clerk**

To be responsive, Qualification Statements must provide all requested information, and must be in strict conformance with the instructions set forth herein:

1. Qualification Statements must be received by the Township no later than the Due Date and must be mailed or hand delivered. Qualification Statements forwarded by facsimile or email will not be considered. Qualification statements received after the designated time on the Due Date will be returned, unopened, to the sender. The Respondent is solely responsible for delays in delivery.
2. Qualification Statements and all Forms (Exhibits A through J) and other related information must be stapled or bound and signed by the Respondent. If Respondent is other than a natural person, the Qualification Statement must be signed by an individual with power to bind the Respondent.
3. The name of the Respondent and the position or contract for which the submission is being made must be printed on the outside of the package containing Respondent's submission. The Township will, in its sole discretion, determine whether to qualify more than one Respondent for the Services.
4. Respondents are reminded that the forms attached to this RFQ must be completed and submitted with their Qualifications Statements. See also, Exhibit C for a list of documents that must be submitted with the proposal and those that that successful Respondents must present to the Township prior to the Township's executing a contract for services with the Respondent.

4.2 Legislation Compliance

Respondents are to submit a Certification of Political Contribution pursuant to N.J.S.A. 19:44A-20.4 *et seq.* with their proposals. A Certification form is provided as Exhibit G.

SECTION 5 EVALUATION

The Township's objective in soliciting Qualification Statements is to enable it to select a firm, individual, or organization that will provide high quality and cost-effective services to the taxpayers of the Township. The Township will consider Qualification Statements only from firms, individuals, or organizations that, in the Township's judgment, have demonstrated the capability and willingness to provide

high quality services to the taxpayers of the Township in the manner described in this RFQ. The Township will consider all relevant factors, including, but not limited to:

1. Qualifications of firm, specifically as they relate to this Project.
2. Related project experience of the firm(s) and the individuals who would be assigned to the Project.
3. Familiarity with the Township.
4. Available resources to complete project. This criterion would include the analytical, design tools, personnel, resources or methodologies commonly used by the firm that may be applicable to the project categories.
5. Other factors determined to be in the best interest of the Township.

SECTION 7 FAILURE TO ENTER CONTRACT

Should the Respondent to whom the contract is awarded fail or refuse to execute the Professional Services Agreement within ten (10) calendar days following notice of award (Sundays and legal holidays excepted), the Township may, at its sole option, withdraw the award and select another Respondent. The Township shall incur no liability for exercising such option.

SECTION 8 COMMENCEMENT OF WORK

The Successful Respondent agrees to commence work only upon issuance of a written **Notice to Proceed** by the Township, which shall occur **after** (1) the Governing Body adopts a Resolution awarding the contract, and (2) the Professional Services Agreement is fully executed. No services are to be performed, no work shall begin, no billable time shall accrue, and no invoices shall be submitted prior to the issuance of the Notice to Proceed.

SECTION 9 INSURANCE REQUIREMENTS

Prior to execution of a Professional Services Agreement, the Successful Respondent shall furnish the Township with a Certificate of Insurance issued by a company authorized to do business in the State of New Jersey, evidencing the following minimum coverages:

1. **Commercial General Liability**
 - o **\$1,000,000 per occurrence / \$2,000,000 aggregate**

- Coverage shall include bodily injury, property damage, personal injury, and products/completed operations.
2. **Professional Liability / Errors & Omissions** (*applicable to Auditor, Attorney, Engineer, Planner, or other licensed professionals*)
 - **\$1,000,000 per claim / \$2,000,000 aggregate**
 3. **Workers' Compensation and Employer's Liability**
 - Statutory limits pursuant to **N.J.S.A. 34:15-1 et seq.**
 4. **Automobile Liability**
 - **\$1,000,000 combined single limit**
 - For owned, non-owned, and hired vehicles used in performance of services.

Certificates shall name the Township of Clark as Certificate Holder and Additional Insured on Commercial General Liability and Automobile Liability. Insurance shall not be canceled or modified except upon thirty (30) days' prior written notice to the Township.

The Township reserves the right to require higher limits of insurance or additional coverages upon review and recommendation of the Township's Risk Manager and/or Joint Insurance Fund (JIF).

Indemnification

The Successful Respondent shall indemnify, defend, and hold harmless the Township, its officers, employees, agents, and volunteers from and against any and all claims, damages, losses, liabilities, and expenses (including reasonable attorney's fees) arising out of, relating to, or resulting from the Respondent's performance of services under the contract.

This obligation shall survive termination or expiration of the contract.

**SECTION 10
PAYMENT**

The Successful Respondent shall submit detailed invoices that identify the billing period covered, a description of services performed, personnel involved, hours billed (if applicable), and corresponding billing rates.

The Township reserves the right to withhold partial or full payment if:

- Deliverables do not comply with the requirements of the RFQ or contract;
- Claims, liens, or legal demands are filed or appear likely to be filed; or
- The Township reasonably believes the remaining contract balance is insufficient for satisfactory completion of the work.

Payment will be released once the condition(s) causing the withholding have been remedied to the satisfaction of the Township.

**SECTION 11
OWNERSHIP OF WORK PRODUCT / TOWNSHIP RIGHTS**

All documents, data, plans, drawings, reports, specifications, electronic files, and other materials prepared or obtained by the Respondent in connection with this RFQ or any resulting contract shall be deemed work product made for hire and shall become the exclusive property of the Township of Clark.

All documents and materials supplied by the Township to the Respondent, whether in hard copy or electronic form, remain the property of the Township and shall be returned upon completion, expiration, or termination of the contract, whichever occurs first.

The Respondent shall not use, release, publish, or disclose any work product or Township-provided material to any third party without the prior written consent of the Township. These obligations shall survive the termination or expiration of the contract.

**SECTION 12
TERMINATION OF CONTRACT (GENERAL PROVISION)**

The Township reserves the right to terminate any Professional Services Agreement, with or without cause, by providing the Successful Respondent with fifteen (15) calendar days' written notice. Upon receipt of such notice, the Successful Respondent shall immediately discontinue all services, except those specifically authorized to complete the transition of work. The Successful Respondent shall be entitled to payment for services satisfactorily performed through the effective date of termination, but shall not be entitled to any further compensation, including consequential or anticipatory profits.

Exhibit A
LETTER OF INTENT

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

Date:

Township of Clark
430 Westfield Ave
Clark, New Jersey 07066
Edith Merkel, Municipal Clerk

Re: Letter of Intent

Dear Ms. Merkel:

The undersigned, as Proposer, has (have) submitted the attached Proposal in response to a Request for Proposals\Qualifications (RFP\RFQ) for _____ (service), issued by the Township of Clark dated _____ in connection with the "Scope of Services". The undersigned hereby states:

1. The Proposal contains accurate, factual and complete information to the best of our knowledge and belief. The Proposal is submitted in good faith. I/we understand that any false statement may result in my/our disqualification.
2. Proposer agrees to participate in good faith in the procurement process described in the RFP and to adhere to the Township's procurement schedule.
3. Proposer acknowledges that all costs incurred by it (them) in connection with the preparation and submission of the Proposal, amendments thereto, and any other documents prepared and submitted in response to the RFP, or any negotiation which results therefrom shall be borne exclusively by the Proposer
4. Proposer hereby declares that the only persons anticipated by Proposer to perform the professional services for which this Proposal is submitted are named herein and that no person other than those herein named participated in this Proposal or will participate in any contract to be entered into between Proposer and the Township. Proposer declares that this Proposal is made without connection with any other person, firm or parties who has submitted a Proposal, except as expressly set forth below, and that it has been prepared and submitted in good faith and without collusion or fraud.
5. Proposer acknowledges and agrees that the Township may modify, amend, suspend and/or terminate the procurement process (in its sole judgment).
6. Proposer acknowledges that if it becomes the Successful Proposer and is awarded a contract to provide the Services, it shall comply with all applicable affirmative action and equal employment opportunity laws

Signed: _____

Printed: _____

Title: _____

*If a joint venture, partnership or organization other than a natural person is submitting a Proposal, this Letter of Qualification must be signed by an individual with the authority to bind the organization.

Exhibit B

**EXHIBIT A - MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE PER
N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27-1.1 *et seq.*
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.

Exhibit B, Continued

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. 17:27-1.1 et seq.**

Exhibit C

CHECKLIST FOR ITEMS TO BE SUBMITTED WITH QUALIFICATIONS STATEMENT

**Read,
Acknowledged,
Signed & Submitted
Respondent's Initial**

FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF RFP\RFQ

1	Letter of Intent (Ex. A)	
2	Affirmative Action Letter, Certificate or Employee Information Report AA-302 (Ex. B) (Submit Copy of State Certificate of Employee Information Report Prior to Contract Award)	
3	Disclosure Statement (Ex. D)	
4	Non-Collusion Affidavit (Ex. E)	
5	Certification of Political Contributions (Ex. G)	
6	Proposal Form (Ex. H)	
7	Acknowledgement of Receipt of Addenda (Ex. I)	
8	Investment / Prohibited Activities Disclosure – Iran, Russia & Belarus	

DOCUMENTS REQUIRED PRIOR TO CONTRACT EXECUTION

1	Business Registration Certificate (BRC) from the State of New Jersey Department of Treasury, Division of Revenue) (N.J.S.A. 52:32-44) <i>(SUBMISSION OF CERTIFICATE WITH RESPONSE PREFERRED)</i>	
2	W-9 (IRS)	
3	Certificate of Insurance Evidencing Comprehensive Liability, Property/Casualty (\$2 million aggregate/\$1million per occurrence) (or less if Umbrella coverage is present); Workers Compensation (statutory limits); and Professional Malpractice (if applicable) (\$2 million aggregate/\$1 million per occurrence) naming Township as additional insured.	

READ ONLY

1	Americans With Disability Act of 1990 Language (Ex. F)	
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Signature: The undersigned hereby acknowledges that he/she has submitted the required documents with the Qualifications Statement and will submit the remaining required documents prior to execution of a contract with the Township.

Name of Respondent/ Firm: _____

Print Name and Title: _____

Signature: _____

Date: _____

EXHIBIT D

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I - Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

- For-Profit Corporation (any type) Limited Liability Company (LLC)

- Partnership Limited Partnership Limited Liability Partnership (LLP)

- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III - DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV - Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Township of Clark** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Township of Clark** to notify the **Township of Clark** in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Township of Clark** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Exhibit E

NON-COLLUSION AFFIDAVIT

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 depose and say that:

I am _____ of the firm of _____, the Proposer herein, and I executed the Proposer with full authority to do so; that the Proposer has not directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposing in connection with the above-named Vendor, and that all statements contained in the 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 the Proposal and the statement in this affidavit in awarding the contract.

I further warrant that no person or selling agency has been employed or retained to solicit or secure a contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____. (Name of Vendor)

Signature

Print or Type Name and Title

Exhibit F

AMERICANS WITH DISABILITIES ACT OF 1990 EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The RESPONDENT and the TOWNSHIP OF CLARK (herein referred to as the TOWNSHIP) do hereby agree that the provisions of Title 11 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 regulation promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the RESPONDENT agrees that the performance shall be in strict compliance with the Act. In the event the RESPONDENT, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the RESPONDENT shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The RESPONDENT shall indemnify, protect, and save harmless the TOWNSHIP, 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 the alleged violation. The RESPONDENT 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 TOWNSHIP'S grievance procedure, the RESPONDENT agrees to abide by any decision of the TOWNSHIP, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding result in an award of damages against the TOWNSHIP or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure the RESPONDENT shall satisfy and discharge the same at its own expense.

The TOWNSHIP shall, as soon as practicable after a claim has been made against it, give written notice thereof to the RESPONDENT along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the TOWNSHIP or any of its agents, servants, and employees, the TOWNSHIP shall expeditiously forward or have forwarded to the RESPONDENT every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives.

It is expressly agreed and understood that any approval by the TOWNSHIP of the services provided by the RESPONDENT pursuant to this contract will not relieve the RESPONDENT of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the TOWNSHIP pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP assumes no obligation to indemnify or save harmless the RESPONDENT, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the RESPONDENT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the RESPONDENT'S obligations assumed in this Agreement, nor shall they be construed to relieve the RESPONDENT from any liability, nor preclude the TOWNSHIP from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Exhibit H

PROPOSAL FORM

COMPLETE IF REQUIRED BY SCOPE OF SERVICES

To the Municipal Clerk of the Township of Clark for:

Write or type the service of interest

The Proposer whose signature is below declares that he/she has reviewed the RFP\RFQ. In the event this Proposal is accepted, and the Township awards a contract to this Proposer for the Services, Proposer agrees to perform the Services as set forth under Section 2 of the RFP\RFQ following total amount:

\$ _____
(Proposal amount in numbers)

(Proposal amount in words)

Name of Proposer (Print)

Title

Signature

Date

Exhibit I

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

Addendum Number

Dated

Acknowledged for _____
Name of Proposer

By _____
Signature of Authorized Representative

Name _____
(Print)

Title _____

Exhibit J

TOWNSHIP OF CLARK						
Name of Form	COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN					
Statutory Reference	P.L. 2022, c. 3 N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
Applicability		Y/N		Mandatory	Optional	N/A
	LPCL	Y	Goods and Services	X		
	PSCL	Y	Construction			X
Instructions Reference						
Description	<p>P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran.</p> <p>Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 (“Russia-Belarus list”) or in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25 list”).</p>					

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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 party.

CONTRACT AWARDS AND RENEWALS

<input type="checkbox"/>	<p><i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)</i></p>
--------------------------	--

CONTRACT AMENDMENTS AND EXTENSIONS

<input type="checkbox"/>	<p><i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)</i></p>
--------------------------	--

IF UNABLE TO CERTIFY

<input type="checkbox"/>	<p><i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. <u>Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.</u></i></p>
--------------------------	--

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit 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. 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 Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

TOWNSHIP OF CLARK

SEALED SUBMISSION LABEL FOR REQUEST FOR QUALIFICATIONS

Please Tape This Label To The Front Of Your Sealed Submission

DO NOT OPEN

IMPORTANT - SEALED SUBMISSION ENCLOSED

NAME COMPANY: _____

ADDRESS: _____

TO: TOWNSHIP OF CLARK
ATTN: MUNICIPAL CLERK
430 Westfield Ave
CLARK, NJ 07066

TITLE OF SUBMISSION (Note: A separate response is required for each professional service of interest.):

APPENDIX A

SCOPE OF SERVICES

General Notice to Respondents

Respondents are advised to review the requirements for each professional service category carefully. **By submitting, the Respondent acknowledges that they have read, understand, and, if awarded, will comply with all RFQ requirements applicable to that category.**

Each professional service category contained in this Appendix may have different submission instructions, required documentation, and evaluation criteria. It is the Respondent's responsibility to thoroughly review the scope and submission requirements for the category for which they are submitting qualifications.

TOWNSHIP AUDITOR:

The Township seeks Qualification Statements from Respondents that have expertise in the provision of Township Auditor. Respondents must be able to demonstrate that they have and will continue to have the capabilities to perform the Services.

Scope of Service:

The Township shall expect the successful Respondent to provide auditor services as follows:

- Audit of the Township's accounts and records supporting the Township's December 31, 2024, financial statements including: current fund, trust funds (all), general capital, water utility (operating and capital), sewer utility fund (operation and capital), parking utility fund (operating and capital), pool utility fund (operating and capital), police training facility utility operating fund and fixed assets account group; trust accounts, the Uniform Construction Code Filing, and Deferred Compensation 457.
- The audit shall be completed no later than June 30th following the year end regardless of whether the State of New Jersey extends the deadline, unless a later date is agreed to by the Chief Financial Officer.
- Audit fieldwork should commence at a mutually agreed upon date as early as possible.
- A list of required schedules shall be provided at least two weeks prior to the commencement of field work, including confirmation letters to be prepared and where possible audit transaction selections should be made in advance for the data to be gathered.
- Preliminary findings, internal control observations and adjustments should be discussed prior to the end of fieldwork with the Chief Financial Officer.
- Perform tests of internal controls and compliance with statutory requirements.
- If applicable, performance of a federal and or state single audit in accordance with OMB Circular A-133 and N J OMB Circular 04-04.
- Preparation of the Township's audited statutory financial statements;
- Issuance of a separate report on the Municipal Court and Animal Control;
- Review of annual budget;
- Provide as needed accounting and tax guidance throughout the year and advise on legislative changes which may require record changes during the year;
- Meet with the Mayor, Administration, Council as needed and requested;
- Attend meetings of the Township Council when requested and all other meetings that the Township may require;
- Provide financial and budgetary advice to the Township as needed or requested.

Contract Term: The term of the contract between the Township and the successful Respondent will be one (1) year. The Township anticipates awarding a contract for the Services at its first Reorganization Council Meeting in January. The Township shall reserve the right to terminate the contract without cause on 15 days' notice.

Service Fee: Respondent shall provide a quote for services for the year.

ENGINEERING SERVICES:

The Township seeks Qualification Statements from professional engineering firms (“Respondents”) with demonstrated experience and expertise in providing comprehensive municipal engineering services.

The Township intends to qualify **one (1) engineering firm** to perform *all* of the following service categories:

- **Township Engineer**
- **Zoning Board of Adjustment Engineer**
- **Planning Board Engineer**
- **Miscellaneous / Special Project Engineering Services**

Miscellaneous / Special Project Engineering Services include but are not limited to: environmental engineering; traffic and transportation engineering; traffic signal and intersection design; roadway design; sewer and water utility design; stormwater management; parking studies (surface lots and parking decks); and related municipal engineering services.

The Township will accept one submission from a single firm demonstrating the ability to perform all engineering specialties listed. Do not submit separate qualification statements for individual engineering specialties.

Respondents must demonstrate that they are fully qualified and staffed to perform all of the above service categories. Qualification submissions for fewer than all categories will not be considered.

The Respondent shall submit documentation showing that the firm has in-house professional staff or subconsultant resources under its control necessary to perform the full scope of services on an as-needed basis.

Scope of service:

The Township shall expect the successful Respondents to:

- a. Perform Engineering Services as requested by the Township, Planning Board or Zoning Board.
- b. Attend meetings of the Township Council or the Boards as requested.
- c. Attend all other meetings that the Township or the Boards shall require.
- d. Provide all services usual and customary to engineers.

Note: All engineers who will be performing services for the Township must be licensed by the State of New Jersey.

Contract Term:

The term of the contract between the Township and the successful Respondent will be for one (1) year. The Township anticipates awarding a contract for the Services at its first Reorganization Council Meeting in January. The Township will qualify Respondents for the Planning and Zoning Boards. Each Board will award its own contract for a one (1) year term. The Township and Boards will reserve the right to terminate a contract without cause on 15 days’ notice.

Service Fee:

Respondent shall provide an annual fee proposal and a detailed rate schedule identifying billing rates for each level of professional personnel (e.g., Principal/Chief Engineer, Project Engineer, Senior Engineer, Staff Engineer, Surveyor, Draftsperson/Designer, and Clerical/Administrative support). The rate schedule shall clearly show the fee scale based on level of expertise and responsibility.

The Respondent shall identify the Chief/Primary Engineer assigned to the Township and shall provide that individual's résumé and relevant municipal experience, including years of experience, licenses, and specific project examples demonstrating capability to perform all required engineering services.

LEGAL SERVICES:

The Township of Clark (“Township”) is soliciting Qualification Statements from attorneys and law firms (“Respondents”) to provide Legal Services for Calendar Year 2026.

The Township appoints several legal counsel positions, some of which are specialized.

Respondents may apply for one or multiple positions; however:

- **Each legal position requires its own separate RFQ submission.**
- **Respondents may not apply for multiple positions in a single submission.**

Respondents must clearly indicate at the top of their submission **which legal position** the submission is intended for.

Available Legal Appointments (Select One Per Submission)

Legal Position	Description of Services
Township Attorney	Serves as general municipal counsel; provides legal advice to the Administration and Council; prepares ordinances and resolutions; reviews contracts and legal documents; attends Council meetings as requested.
Special Legal Counsel – Conflict Attorney	Provides legal services when the Township Attorney has a conflict of interest or is otherwise disqualified.
Special Legal Counsel – OPRA (Open Public Records Act)	Advises the Township on OPRA compliance and represents the Township in OPRA-related matters.
Special Legal Counsel – Civil Rights / Tort Claims	Represents the Township in federal/state civil rights claims or related litigation.
Special Legal Counsel – Special Litigation / Police & Law Enforcement Matters	Represents the Township in litigation or advisory matters involving the Police Department and law enforcement issues. Respondent must demonstrate experience handling police-related legal matters.
Special Legal Counsel – Affordable Housing (COAH / Fair Share Housing)	Advises and represents the Township regarding affordable housing compliance, certification, reporting, and related filings.
Special Legal Counsel – State of New Jersey Matters	Represents the Township in matters involving State of New Jersey government agencies, including but not limited to the New Jersey Attorney General’s Office and other State offices. Respondent must demonstrate direct experience interacting with State agencies.
Bond Counsel	Provides legal services related to municipal debt issuance; prepares bond ordinances, financial documents, and required legal opinions.
Tax Appeal Counsel	Represents the Township in tax appeal proceedings before the County Board of Taxation and the New Jersey Tax Court.
Labor Relations Counsel	Represents the Township in collective bargaining, grievances, disciplinary matters, and labor-related proceedings.
Planning Board Attorney	Provides legal services to the Planning Board; attends meetings; prepares resolutions and legal determinations.
Zoning Board of Adjustment Attorney	Provides legal services to the Zoning Board of Adjustment; attends meetings; prepares resolutions and legal determinations.
Workers’ Compensation Counsel	Represents the Township in workers’ compensation claims, hearings, and related matters.

Respondent must submit one complete Qualification Statement per position.

Minimum Professional Requirements

The successful Respondent shall:

- a. Perform legal services requested by the Township
- b. Attend meetings as required (Council, Planning Board, Zoning Board, etc.)
- c. Prepare legal opinions, memoranda, and correspondence when requested
- d. Provide legal review and general counsel support to Township officials
- e. Maintain availability for urgent or time-sensitive matters

All attorneys performing services must be licensed to practice law in the State of New Jersey and be in good standing. Respondents are advised to review Supreme Court Advisory Committee on Professional Ethics **Opinion No. 697 (188 N.J. 549 (2006))** regarding conflicts of interest and **R.P.C. 1.8(k)**.

Contract Term

The contract term will be **one (1) year**, beginning upon appointment at the Township's Reorganization Meeting in January.

The Township reserves the right to terminate a contract **with 15 days' written notice**, with or without cause.

Service Fee Proposal

Respondent shall provide:

- An annual fee proposal, and
- A detailed rate schedule identifying billing rates for each level of professional personnel (*Partner/Principal Attorney, Senior Attorney, Associate Attorney, Of Counsel, Paralegal/Administrative support*).

The Respondent shall identify the Primary Attorney assigned to the position applied for and include a résumé demonstrating relevant municipal or public-sector experience.

Travel time, mileage, routine copies, electronic research fees, postage, and administrative/clerical time are not billable unless pre-approved in writing by the Township.

PROFESSIONAL PLANNER

The Township of Clark is soliciting Qualification Statements from individuals or firms to provide professional municipal planning services to the Planning Board and Zoning Board of Adjustment. The Planner will work closely with Township staff, the Planning Board Attorney, Zoning Board Attorney, Engineering Department, Construction Office, and other agencies as required.

The Professional Planner shall be responsible for:

- Performing professional planning and technical consulting services, including preparation and/or review of Master Plan updates, Master Plan Reexamination Reports, Redevelopment Studies, and Land Use Ordinance amendments.
- Providing planning analysis, written reports, memoranda, and professional testimony.
- Attendance at regular, special, and emergency Planning Board and/or Zoning Board meetings, as required.
- Interacting and coordinating with Township staff, Board professionals, applicants, and other governmental agencies.
- Providing planning advisory services on administrative and technical matters as requested.

Minimum Qualifications

Respondent must demonstrate:

1. Licensed New Jersey Professional Planner (P.P.) in good standing; AICP certification preferred.
2. A minimum of five (5) years of municipal planning experience in New Jersey.
3. Knowledge and working experience applying the Municipal Land Use Law (MLUL), N.J.S.A. 40:55D-1 et seq.
4. Experience preparing or reviewing Master Plans, Land Use Ordinances, and redevelopment-related planning documents.
5. Ability to attend night meetings and provide timely written reports and recommendations.

Respondents must identify the Primary Planner assigned to the Township and include résumé, NJPP license number, and relevant municipal/public-sector experience.

Contract Term

The contract term shall be for one (1) year, beginning upon appointment at the Township's Reorganization Meeting in January, and ending December 31.

The Township reserves the right to terminate the contract with fifteen (15) days' written notice, with or without cause.

Service Fee Proposal

Respondent shall provide:

- An annual fee proposal, and
- A detailed rate schedule identifying billing rates for each level of professional personnel (e.g., Principal Planner, Senior Planner, Planner, Support Staff).
- Travel time, mileage, routine copies, electronic research fees, postage, and administrative/clerical time are not billable unless pre-approved in writing by the Township.