

TOWNSHIP OF CLARK

**INFORMATION TECHNOLOGY AND
NETWORK SUPPORT SERVICES**

Request for Proposal

TOWNSHIP OF CLARK
NOTICE OF REQUEST FOR PROPOSALS
COMPETITIVE CONTRACTING FOR INFORMATION TECHNOLOGY SERVICES

Notice is hereby given that the Township of Clark, Union County, New Jersey, is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1 et seq. for the following:

INFORMATION TECHNOLOGY AND NETWORK SUPPORT SERVICES

Proposals are being solicited for information technology and network support services managed IT services to support the Township of Clark municipal services.

The Request for Proposals (RFP) will be available beginning November 12, 2025 on the Township's website at www.ourclark.com, or by contacting the Business Administrator's Office via email at ba@ourclark.com.

Proposal Submission Deadline:

Proposals must be submitted no later than Friday December 12 at 10:30 AM to:

Business Administrator's Office, Room 24
Clark Municipal Building
430 Westfield Avenue
Clark, NJ 07066

All proposals must be submitted in sealed envelopes clearly marked **INFORMATION TECHNOLOGY AND NETWORK SUPPORT SERVICES – Clark Township** and must comply with the requirements specified in the RFP.

Proposals will be opened **immediately thereafter** and the names of respondents will be publicly read.

The RFP is being issued under the **Competitive Contracting** procurement process pursuant to **N.J.S.A. 40A:11-4.1 et seq. and N.J.A.C. 5:34-4.1 et seq.** The award of contract shall be made by the Governing Body upon the recommendation of the Business Administrator, based on **price and other factors** and weighted evaluation criteria contained in the RFP.

The Township of Clark reserves the right to reject any or all proposals, waive minor informalities, or award a contract that is in the best interest of the Township.

The Township reserves the right to reject any and all proposals in accordance with applicable law.

By order of the Township of Clark

James Ulrich, Business Administrator

Publication date: November 20, 2025

**TOWNSHIP OF CLARK
TOWNSHIP OF CLARK
REQUEST FOR PROPOSALS
INFORMATION TECHNOLOGY AND NETWORK SUPPORT SERVICES**

Introduction

This contract is to furnish and deliver Information Technology and Network Support Services for the Township of Clark through the competitive contracting process in accordance with N.J.S.A. 40A:11- 4.1 et seq.

Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of the Request for Proposals (RFP). Together with the other RFP sections, they will apply to the RFP 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 Owner, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the Owner, will become part of any contract awarded as a result of this RFP.

Schedule

The dates established for the procurement are:

Release of RFP	November 12, 2025
Proposal Due Date	December 12, 2025
Governing Body Action	January 5, 2026

Proposal Submission Information

Submission Date and Time - **Friday, December 12, 2025, 10:30 am**

One (1) original, one (1) copy and ne (1) USB flash drive containing a full PDF of the proposal

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 RFP and the name of the responding firm, addressed to the Township Clerk. The original proposal shall be marked to distinguish it from the copy.

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Only those RFP 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.

Using Department Information

The Using Departments for these services are the Township Council, the Business Administrator, and all other departments and agencies of the Township of Clark.

Township Representative for this RFP

Please direct all questions in writing to:

James F. 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 RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, 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 Owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the Owner 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.

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Statutory and Other Requirements

Compliance with Laws

The Respondent must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The Respondent shall sign and acknowledge such forms and certificates as may be required by this section.

Mandatory Affirmative Action Compliance

No firm may be issued a contract unless it complies with the Affirmative Action requirements of **N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27** as identified in the documents attached hereto.

Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the Americans with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The Respondent is obligated to comply with the Act and hold the Owner harmless.

Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

NJ Business Registration Certificate

A **Valid Business Registration** issued by the State of New Jersey is to be provided prior to the Award of Contract. The Business Registration Certificate must be obtained by the Respondent prior to the receipt of Proposals; however, a Business Registration Certificate is not required in the submission of the Proposal forms for this Contract.

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Insurance and Indemnification

If it becomes necessary for the successful Respondent, either as principal or by agent or employee, to enter upon the premises or property of the Owner, the successful Respondent hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries damages or hurt to person or property during the course of the work herein covered and his/her sole responsibility.

The successful Respondent further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages or hurt that may happen or occur upon or about such work and all fines, penalties incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The successful Respondent shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

Failure to Enter Contract

Should the Respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the Owner may then, at its option, accept the proposal of another Respondent.

Commencement of Work

The successful Respondent agrees to commence work after the date of award by the Owner and upon notice from the Using Department.

Termination of Contract

If, through any cause, the successful Respondent shall fail to fulfill in a timely and proper manner obligations under the contract or if the successful Respondent violates any requirement of the Contract, the Owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the Owner of any obligation for the balances to the successful Respondent of any sum or sums set forth in the Contract.

Payment

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, and the amount claimed for services performed.

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The Owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

Deliverables not complying with the project specification;
Claims filed or responsible evidence indicating probability of filing claims;
A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

Ownership of Material

The Owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Owner to the successful Respondent for the purpose of assisting the successful Respondent in the performance of this Contract. All such items shall be returned immediately to the Owner at the expiration or termination of the Contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Owner, be disclosed to others or used by the successful Respondent or permitted by the successful Respondent to be used by their parties at any time except in the performance of the resulting Contract.

Ownership of all data, materials and documentation originated and prepared for the Owner pursuant to this Contract shall belong exclusively to the Owner. All data, reports, computerized information, programs and materials shall be delivered to and become the property of the Owner upon completion of the project. The successful Respondent shall not have the right to use, sell or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Owner.

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Nature/ Scope of Services – The Township of Clark (“Township”) hereby solicits Qualification Statements from Respondents with demonstrated expertise in providing Information Technology and Network Support Services for a municipal environment. Respondents must demonstrate that they satisfy all professional requirements and possess the organizational, technical, and staffing capacity to perform these services effectively and consistently.

The Township will allow prospective vendors to inspect existing technology assets, pending staff availability. The Township reserves the right to modify its current technology infrastructure at any time.

Proposals for technical support should include the following:

A. Servers and Network Devices

The selected vendor shall provide comprehensive maintenance, administration, and monitoring of all servers and network hardware including switches, routers, access points, and firewalls.

Responsibilities include:

1. General Maintenance & Monitoring

- Provide proactive monitoring of network and server uptime, connectivity, and performance.
- Implement alerting and escalation procedures for outages or performance degradation.
- Perform network performance reviews and recommend optimization of VLAN configurations and throughput.
- Conduct periodic network health assessments and submit performance summaries to the Township.

2. Firewall and Connectivity

- Maintain and configure Township firewalls that interface with two ISPs (Comcast and Fios).
- Support e-mail filtering and spam control solutions as directed by the Township.
- Apply necessary patches, firmware, and security updates to all network devices.

3. Server Systems Administration

- Perform operating system updates, security patches, and firmware upgrades on a defined schedule.
- Review event logs and system indicators for troubleshooting and preventative maintenance.
- Provide hardware and software maintenance, failure resolution, and rapid response to critical incidents.
- Manage and verify data backup and recovery processes, ensuring data integrity and accessibility.
- Maintain detailed documentation of server configurations and roles.

4. Documentation & Change Management

- Maintain accurate and up-to-date network diagrams, IP addressing documentation, VLAN assignments, and hardware inventories.
- Label all network devices, ports, and connections modified during service engagements.
- Provide updated network documentation following any major change.

5. Vendor Coordination

- Coordinate with third-party application and equipment vendors supporting specialized departmental systems.

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B. Local Area Network Services

The vendor shall act as the Township's primary Network Administrator responsible for the operation, configuration, and maintenance of the Township's LAN environment.

Responsibilities include:

1. Provide network upgrades, patches, antivirus maintenance, system log review, and print queue management.
2. Maintain a reliable and tested backup system; train designated Township personnel in restoration procedures.
3. Deliver emergency support in the event of a network outage or critical device failure.
4. Administer password policies, user groups, and directory access according to Township standards.
5. Provide recommendations for network hardware and software upgrades, lifecycle refreshes, and long-term scalability.
6. Conduct semi-annual reviews of network device configurations and provide recommendations for improvement.

C. Workstation and Peripheral Maintenance

The vendor shall provide ongoing desktop support services, maintaining the performance and reliability of all Township endpoints and peripherals.

Responsibilities include:

1. Provide remote and on-site assistance for workstation setup, software installation, and problem resolution.
2. Support networked and standalone printers, copiers, scanners, and other peripherals across departments.
3. Utilize a remote management and monitoring platform for patching, inventory tracking, and remote support.
4. Ensure all managed computers receive timely operating system and security updates from Microsoft or Apple.
5. Maintain a complete inventory of hardware and software assets, updated quarterly, including serial numbers, warranty status, and assigned users.
6. Provide warranty coordination for repairs, including pickup, shipping, and confirmation of completed service.

D. Equipment Covered

1. 96 Workstations
2. 13 Laptops
3. 7 iPads
4. 3 Server
5. 50 Standalone/Network Printers
6. 4 Firewall
7. 3 Fax Machines

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E. Additional Projects and IT Operations

The vendor shall provide, upon request, technical support and consulting for special projects, upgrades, and long-term IT planning.

Responsibilities include:

1. Provide options for a business continuity solution or backup server to support resiliency in the event of a system failure or disaster.
2. Assist the Township in planning major technology upgrades and developing budgetary estimates for future projects.
3. Support the development of a Technology Capital Improvement Plan, including refresh cycles and modernization initiatives.
4. Provide guidance and specifications for hardware and software acquisitions in accordance with State contract procurement requirements.
5. Develop a migration plan for transitioning from local file servers to cloud-based storage solutions, including user, shared, and departmental data repositories.
6. Track hardware and software end-of-life timelines and provide quarterly remediation recommendations.
7. Conduct quarterly coordination meetings with Township administration to review open issues, completed work, and upcoming projects.
8. Provide documentation or brief training to Township personnel following significant system upgrades or process changes.

F. Deliverables and Reporting

1. Quarterly network and workstation health reports summarizing uptime, incidents, and recommendations.
2. Updated network and inventory documentation following any major infrastructure change.
3. Monthly service ticket summary report showing incident type, resolution, and SLA compliance.
4. Annual IT review meeting to assess service performance and plan for future initiatives.

G. Helpdesk Hours 8:30 AM through 6:00 PM Eastern Monday through Friday

After Hours Helpdesk 6:01 PM through 8:29 AM Eastern Monday, through Friday and all-day Saturday and Sunday.

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Proposal Requirements

Pricing Proposal Matrix

Service	Monthly Cost	Total Annual	
A through F above			
Additional charge for below not included in D:			
PC / Laptop			
Printer			
	Cost	Hourly or fixed Price	Minimum Hours
After Hours Help Desk (G Above)		H F	
Desktop / Laptop Deployment		H F	
Hourly rate for non-covered services		Hourly	

Service Level

	Response Time in Hours
Critical Outage (network unavailable or large number of users/functions unavailable)	
Non-Critical Outage (business can function with the issue)	

Qualification Statement

A statement is to be provided by the Respondent who will serve as primary contractor. The statement shall set forth brief details of the firm’s principal activities and the firm’s location. Please provide a list of clients for whom similar services have been provided. Include the following in your response.

Key Personnel Information

The Respondent shall provide the identity and the credentials of the principals and other key personnel working for the Respondent and their areas of responsibility.

Proposal Forms

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted.

1. Proposal Checklist
2. Non-Collusion Affidavit

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3. Stockholder Disclosure
4. Mandatory Equal Employment Opportunity Language (signature required)
5. Acknowledgement of Receipt of Addenda

Location of Servicing Office

The proposal must list the location and address of the present, active office that will service and manage this Contract.

Evaluation, Review and Selection Process

Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The Owner will either award the contract within the applicable time period or reject all proposals. The Owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any Respondents who consent thereto may, at the request of the Owner, be held for consideration for such longer period as may be agreed.

Rejection of Proposals

The Owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such Respondent fails to satisfy the Owner that such Respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The Owner reserves the right to waive any minor informality in the RFP.

Evaluation Process

The evaluation of proposals will be conducted by the Business Administrator, who is hereby designated as the Evaluator for this procurement, in accordance with N.J.S.A. 40A:11-4.1 et seq. and N.J.A.C. 5:34-4.1 et seq. The Evaluator will score the proposals using the weighted evaluation criteria set forth in this RFP.

The Business Administrator, in his discretion, reserves the right to consult with other Township staff, consultants, or subject-matter specialists solely for technical clarification or advisory input, provided that:

- such individuals shall not independently score or rank proposals, and
- if any individual participates directly in scoring or ranking, they will be required to execute the same Conflict of Interest Certification required by regulation.

The Business Administrator shall prepare the written evaluation report required under N.J.S.A. 40A:11-4.4(d) and submit the recommendation of award to the Governing Body. The Governing Body retains the right to accept or reject the recommendation.

The most advantageous proposal, based on price and other factors as detailed in the evaluation criteria, will then be recommended to the governing body or appointing authority for award of contract.

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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.

Evaluation Category	Weight
Technical Understanding	25%
Experience & Qualifications	25%
Cost Proposal	25%
Ability to Perform Timely	25%

Technical Understanding of the Requested Work

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

Management, Experience and Personnel Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar services. The Respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, Respondents shall provide personnel qualifications in the proposal.

Cost Proposal

This includes the ability of the Respondent to perform all of the tasks and fulfill adequately the stated requirements, in a cost effective and efficient manner.

Ability to Complete the Services in a Timely Manner

This is based on the estimated duration of the tasks and the Respondent's ability to accomplish these tasks as stated.

Payment

Payment will be made on presentation of Owner's voucher duly signed and executed.

Terms of the Contract – January 1, 2026 -December 31, 2027, (an initial **two (2) year agreement**) with the Township's option to extend the contract for up to **three (3) additional one (1) year periods** under the same terms and conditions.

Notice of Award

The successful Respondent will be notified of the award of Contract upon a favorable decision by the appointing authority.

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Contracts for award of “Fair and Open” procurements for Information Technology and Network Support Services will be prepared through the office of the Business Administrator.

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FAILURE TO SUBMIT ANY OF THESE "X" ITEMS WITH YOUR BID IN THIS SECTION IS MANDATORY CAUSE FOR REJECTION OF PROPOSAL		
Required with Proposal If "X"	Documentation Required or Reviewed	Read, Sign & Submitted Bidders Initial
X	Acknowledgement of Receipt of Addenda (to be completed if addenda are used)	
X	Statement of Ownership Disclosure form with proposal	
X	Mandatory Equal Employment Opportunity/Affirmative Action Regulations	
X	Business Registration Certificate (with proposal)	
X	Insurance: Certificate of Insurance verifying coverage for: Professional Liability, Commercial General Liability AND Worker's Compensation	
X	Price Proposal Forms	
X	Acknowledgement of Addenda	
X	Experience and Qualification questionnaire, including at least 3 references	
X	Non-Collusion Affidavit	
X	Prohibited Activities in Russia and Belarus & Investment Activities in Iran	
X	Technical and Managerial Experience and Qualifications	
X	New Jersey Anti-Discrimination Provisions	
	Federal Non-Debarment Certification	
X	American with Disability Act of 1990	

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Technical and Managerial Experience & Qualifications Questionnaire

This questionnaire must be filled out and submitted as a part of the proposal. Failure to complete this form or to provide any of the requested information will be grounds for the rejection of the bid proposal. If additional space is required, the respondent shall add additional sheets, which identify the question being answered. Please provide all relevant information that the bidder may wish to submit concerning its technical and managerial experience and expertise.

Number of years in business under present name and address: _____

If less than five years, list previous names and addresses:

_____	_____
_____	_____
_____	_____

Within the last five years has the business or any officer/partner failed to complete a contract awarded to them: (circle one) Yes
No : If yes, please provide the details in on a separate page.

Have any liens and lawsuits been filed against the company in the past five years: (circle one)
Yes No

If yes, please provided details:

List similar services you are now providing for which you have signed contract, but not yet started work for:

List all major subcontractors to be used to complete the service and the area of their responsibility:

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Technical and Managerial Experience & Qualifications Questionnaire (continued)

Please provide all resumes, training and certificates for all owners and personnel that will be in contact with Clark's accounts:

Name	Title	Longevity with company	Resume	Trainings	Certificates
			Mark an "X" with attach documentation		

Please provide at least 3 similar references below:

Name: _____ Phone: _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ Phone: _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ Phone: _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

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Price Proposal Form

Proposer Name: _____

Pricing Proposal Requirements: Detailed cost breakdown, including any optional services. Hourly rates shall also include and indicate rates and normal operating hours and rates after hours and weekend/holidays. Where hourly rates are proposed, vendors must clearly identify the **title or role of each staff member or position** (e.g., Project Manager, Engineer, Support Technician) and the corresponding hourly rate for each contract year. Attach necessary pricing schedules or descriptions to this form.

Flat rates for specific project tasks shall be listed separately from hourly rates.

All pricing submitted in response to this RFP must reflect the intended contract term structure: an initial **two (2) year agreement**, with the Township’s option to extend the contract for up to **three (3) additional one (1) year periods** under the same terms and conditions.

Vendors must provide detailed pricing for each contract year (**Years 1 through 5**), whether based on hourly rates, flat fees, or other pricing structures.

Failure to provide complete, annualized pricing for all five potential contract years, including rates by title, may result in the proposal being deemed non-responsive.

Description of pricing calculations:

Proposal Requirements

Pricing Proposal Matrix

Service	Monthly Cost		Total Annual
A through F above			
Additional charge for below not included in D:			
PC / Laptop			
Printer			
	Cost	Hourly or fixed Price	Minimum Hours
After Hours Help Desk (G Above)		H F	
Desktop / Laptop Deployment		H F	
Hourly rate for non-covered services		Hourly	

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Service Level

	Response Time in Hours
Critical Outage (network unavailable or large number of users/functions unavailable)	
Non-Critical Outage (business can function with the issue)	

Pricing for project-based work-please describe information on any pricing incentives for longer term contracts:

Ensure all governmental discounts are included in all prices quoted. By signing below, proposer certifies that he/she has read, understands, and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the firm with full power and authority to submit binding offers for the goods or services as specified. Vendors are cautioned to verify their proposals prior to submission as the Township cannot be responsible for proposer's errors or omissions. Any proposal that has been accepted by the Township may not be withdrawn by the vendor.

Firm Signature: _____

Title: _____ Date: _____

Address: _____

Telephone Number: _____

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MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27 et seq. Goods, General services, and Professional Services 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, 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 targeted 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, race, 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; or
 - Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).
- The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

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

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AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

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

TOWNSHIP OF CLARK

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

TOWNSHIP OF CLARK

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 noncorporate 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 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 Clark to notify the Township 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 Clark to declare any contract(s) resulting from this certification void and unenforceable

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

TOWNSHIP OF CLARK

STATEMENT OF OWNERSHIP New Jersey Business Registration Requirements

Pursuant to N.J.S.A. 52:32-44, _____ (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

1. the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier

Acknowledge that Business Registration Certification is attached

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

TOWNSHIP OF CLARK

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

No addenda were received:

Acknowledged for: _____

(Name of Bidder/Proposer) By: _____

(Signature of Authorized Representative)

Name: _____

(Print or Type)

Title: _____

Date: _____

TOWNSHIP OF CLARK

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

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

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

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

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder 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 _____ relies upon the truth of the statements contained in said Proposal

(name of contracting unit)

and in 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 bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day

Signature

_____, 2____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

TOWNSHIP OF CLARK

STANDARD BID DOCUMENT REFERENCE						
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



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.)

CONTRACT AMENDMENTS AND EXTENSIONS

TOWNSHIP OF CLARK

<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>

TOWNSHIP OF CLARK

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

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS

N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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