



Township of East Brunswick  
1 Civic Center Drive  
East Brunswick, New Jersey 08816-1081

Phone: (732) 390-6850  
Fax: (732) 238-8848  
[www.eastbrunswick.org](http://www.eastbrunswick.org)

**TOWNSHIP OF EAST BRUNSWICK**  
**REQUEST FOR QUOTATION**

**Municipal Building Windows**

**QUOTE DEADLINE DATE: June 17<sup>th</sup>, 2021 @ 11:30 A.M.**

**FAIR AND OPEN PROCESS IN ACCORDANCE WITH  
N.J.S.A. 19:44A-20.4 et seq.**

**Legal Publication Date: East Brunswick Township  
Website June 1, 2021**

## **A. PROJECT BACKGROUND:**

The Township of East Brunswick (“Township”) wishes to have 8 windows removed and replaced at the Municipal Building.

Quotes must be received by the Township’s Designated Contact Person, via email, mail or hand delivery, by 11:30 a.m. prevailing time on June 17<sup>th</sup>, 2021. Quotes received after 11:30 a.m. on the Deadline Date will not be considered.

Designated Contact Person:

Email: [clerk@eastbrunswick.org](mailto:clerk@eastbrunswick.org)  
Nennette Perry, Municipal Clerk  
Township of East Brunswick  
1 Jean Walling Civic Center Drive  
East Brunswick, NJ 08816-1081

It is the Contractor’s obligation to examine and familiarize themselves with all the requirements of this Request for Quotation prior to submitting a proposal.

## **B. SCOPE OF WORK:**

The Township is issuing this request for quotation via a fair and open process in accordance with N.J.S.A 19:44A-20.4 et seq.

See Appendix A.

## **C. QUALIFICATIONS:**

Contractor must have completed 4 similar municipal window projects in the last 3 years and provide references.

## **D. FAIR AND OPEN CRITERIA:**

### **STANDARDIZED SUBMISSION REQUIREMENTS & SELECTION CRITERIA**

1. The solicitation of qualifications for any contract to be determined in excess of \$17,500, and for which a bid solicitation shall not be required under the Local Public Contracts Law shall be advertised by the Township on the Township website at least ten (10) days prior to the date set for the receipt of said quote. The published notice shall set forth a description of the requested goods or services, the time, date and place that proposals must be submitted, the contact information for obtaining a proposal document, and a statement that the proposals are being solicited through the fair and open process, in accordance with N.J.S.A. 19:44A-20.4 et seq.
2. The Township shall review the responses to the request for quotes and appoint or award a contract to a business entity for the goods or services advertised subsequent to such review. Contracts awarded under this process shall be publicly announced and awarded. The resolution awarding the contract shall state that the contract was awarded after a fair and open process and shall state the number of responses received.

3. Contracts subject to the fair and open process delineated herein are subject to additional Requirements and any other applicable laws including, but not limited to, the Local Public Contracts Law.

## **E. SELECTION CRITERIA:**

Quotations will be evaluated on the basis of the most advantageous, price and other factors considered. The evaluation will consider:

- a. Experience, technical expertise, professional execution and reputation in the field;
- b. Knowledge of the Township of East Brunswick and the subject matter to be addressed under the contract;
- c. Availability to accommodate any required meetings of the Township and the ability to work well with the Township;
- d. Compensation proposal;
- e. Other factors if demonstrated to be in the best interest of the Township of East Brunswick;
- f. Creative vision, display impact, appreciation and respect for the program.

## **F. INSURANCE REQUIREMENTS:**

### **1. Indemnification**

The contractor agrees to indemnify and save harmless the Township, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Worker's Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

### **2. Insurance Requirements:**

#### **A. Worker's Compensation and Employer's Liability Insurance**

This insurance shall be maintained in full force during the life of this contract by the contractor covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C.

12:235-1.6. Minimum Employer's Liability \$1,000,000.00.

#### **B. General Liability Insurance**

This insurance shall have limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

### **C. Automobile Liability Insurance**

This insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the contractor.

### **D. Professional Liability/Malpractice Insurance Policy (if applicable)**

Coverage in the amount of \$2,000,000.00/occurrence, \$4,000,000.00 aggregate and assurance that each such policy for each staff member remains full and in effect while providing services for Township.

The contractor shall provide the Township with a Certificate of Insurance naming the Township of East Brunswick as additionally insured, evidencing the existence of required insurance prior to the commission of work. Rain Date shall also be shown on the description section of the Certificate of Insurance. Said insurance must include coverage for complete operations, contractual insurance and independent contractor or subcontractor insurance, where and if applicable.

### **E. Errors and Omissions Insurance**

- a. The contractor shall purchase and maintain during the entire period of this contract, errors and omissions insurance that shall protect the contractor and the Township from any and all claims that may arise out of or result from the contractor's performance of this contract. Specifically, the errors and omissions insurance shall have limits of not less than \$2,000,000.00 dollars per occurrence and \$4,000,000.00 dollars in the aggregate.

- b. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Errors and Omissions insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey.

The contractor shall provide the Township with a Certificate of Insurance naming the Township, its employees, officers, and agents as additionally insured, and evidencing the existence of required insurance prior to the commission of work.

The Township will not accept Mutual Limitation of Liability terms.

### **F. OTHER REQUIREMENTS:**

#### **1. Proof of N.J. Business Registration Certificate N.J.S.A. 52:32-44**

Pursuant to N.J.S.A. 52:32-44, the Township is prohibited from entering into a contract with an entity unless the bidder/respondent/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 proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time of 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 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 in 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](http://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 \$25.00 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.

## **2. Form W-9**

Successful contractor shall complete W-9 Form and submit to the Municipal Clerk prior to contract award. The form is available at the following link: [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

### **1. For Quotations in Excess of \$17,500 Certification Of Political Contributions - Pay to Play – Notice of Disclosure Requirement**

Township Ordinance No. 06-13 Establishing Restrictions on the Award of Contracts to Professional Entities and Certain Other Entities Who Make Certain Political Contributions, and pursuant to Section 3 (a) thereof, requires that Respondents that provide quotations in excess of \$17,500 confirm that they have not made any contributions in violation of Section 1 of Ordinance No. 06-13.

## **H. PAYMENTS**

The Contractor shall invoice Planning & Engineering Department of the Township bi-weekly based on the cut-off dates prior to Township Council meetings.

## QUOTATION FORM

Township of East Brunswick  
1 Jean Walling Civic Center  
Middlesex County, New Jersey 08816

Attn: Municipal Clerk  
FOR QUOTATION OF; \_\_\_\_\_

ADDRESS: \_\_\_\_\_

We, the Undersigned Service Provider, acting through our authorized officers and intending to be legally bound, agree that this Quotation proposal shall constitute an offer by the Undersigned to enter into a Contract and with the Township of East Brunswick to furnish the necessary goods, services, material and/or equipment called for in the Quotation. This Quotation shall be irrevocable for sixty (60) calendar days from the date of receipt hereof.

We further declare that we have carefully examined the Instructions of the Quotation, Specifications, and Quotation Documents herein referred to and propose to furnish, deliver, install and/or provide all necessary services specified and in the manner and time prescribed.

Total Price \$ \_\_\_\_\_ More details attached: Yes or No

Name of Provider: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

\*\*If a corporation, give the State of Incorporation, using the phrase: "A corporation organized under the laws of \_\_\_\_\_."

If a partnership, give names of the partners, using also the phrase: "Co-partners trading and doing business under the firm name and style of \_\_\_\_\_."

If an individual using a trade name, give individual name, also using the phrase:

"An individual doing business under the firm name and style of \_\_\_\_\_."

By: \_\_\_\_\_

(Signature of Individual, Partner or Officer of Provider)

\_\_\_\_\_  
Title

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.

## Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
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## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$



**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:** Middlesex

**Township of East Brunswick:**

Dr. Brad Cohen

**Members of Governing Body:**

Dinesh Behal

Kevin McEvoy

Michael Spadafino

Sharon Sullivan

James Wendell

# Appendix A

## WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Window Replacement at East Brunswick Municipal Building.
- 1. Project Location:
  - E. Brunswick Municipal Building -1 Civic Center Drive, East Brunswick, NJ
- B. Owner: Township of East Brunswick , 1 Civic Center Drive, East Brunswick, NJ 08816
- 1. Owner's Representative: Mr. Keith Kipp, Township of East Brunswick, 1 Civic Center Drive, East Brunswick, NJ 08816 732-390-6870
- C. The Work consists of the following:
  - 1. Selective Demolition - Removal of Existing Windows as indicated.
  - 2. Installation of new Aluminum Framed windows as indicated and specified.
  - 3. Interior and exterior patching and restoration of walls, head jamb and sill to match existing due to demolition and new window installation.
  - 4. Existing Window treatments – blinds etc. to be carefully dismantled, stored and reinstalled by the Contractor
  - 5. CONTRACTOR SHALL PROTECT ALL INTERIOR AREAS OF THE EXISTING BUILDING INCLUDING FURNITURE, FURNISHINGS, FLOOR AND WALL FINISHES ETC. FROM DAMAGE RESULTING FROM THE WORK.
  - 6. CONTRACTOR SHALL COORDINATE / SCHEDULE THE WORK WITH THE OWNER. .

## CONSTRUCTION NOTES:

- 1. DO NOT SCALE DRAWINGS. ANY DIMENSIONAL CLARIFICATIONS MUST BE FIELD VERIFIED BY THE CONTRACTOR
- 3. ALL DIMENSIONS ARE FINISH TO FINISH UNLESS OTHERWISE NOTED. DIMENSIONS MARKED "CLEAR" SHALL BE EXPRESSLY MAINTAINED. ALLOW FOR THICKNESS OF ALL FINISHES INCLUDING CARPET, CERAMIC TILES, VCT, ETC.
- 4. UNLESS OTHERWISE NOTED, ALL EXISTING CONSTRUCTION TO REMAIN SHALL BE PATCHED, AND/OR REPAIRED TO ACHIEVE A LIKE-NEW APPEARANCE, KEEPING WITH ADJACENT NEW CONSTRUCTION.

1. REMOVE EXISTING CONSTRUCTION IN CONFORMANCE WITH APPLICABLE STANDARDS. DEMOLITION CONTRACTOR SHALL BE FAMILIAR WITH ALL OTHER ASPECTS OF THE WORK PRIOR TO COMMENCEMENT OF DEMOLITION.
2. CONTRACTOR SHALL PROTECT FROM DAMAGE, ALL EXISTING WORK TO REMAIN, WITHIN THE AREA OF WORK, AND ALONG ALL PATHS OF OPERATION EFFECTED BY THE WORK INCLUDING TENANT LOBBY AND CORRIDOR WALLS AND FLOORS, DOORS AND FRAMES, ELEVATORS, ETC. ANY DAMAGE TO EXISTING CONSTRUCTION TO REMAIN THAT IS THE RESULT OF THE WORK, SHALL BE REPAIRED OR REPLACED AT THE DISCRETION OF THE OWNER, BY THE CONTRACTOR, AT NO ADDITIONAL COST TO THE TENANT.
3. THE CONTRACTOR SHALL DEVISE METHODS AND PROCEDURES TO ENSURE SAFE, ORDERLY EXECUTION OF THE WORK.
4. JOB SITE SHALL BE KEPT NEAT AND CLEAR OF ANY UNNECESSARY TRASH AND DEBRIS, AND SHALL BE BROOM CLEANED AT THE END OF EACH WORKDAY.
5. ALL DEMOLITION WORK SHALL BE PERFORMED IN CONFORMANCE WITH BUILDING RULES, REGULATIONS AND REQUIREMENTS. CONTRACTOR SHALL COORDINATE WITH BUILDING MANAGER FOR ALL ASPECTS OF THE WORK.



