

ROCHELLE PARK BOARD OF EDUCATION

**300 Rochelle Avenue
Rochelle Park, New Jersey 076662**

Request for Proposal

A. PURPOSE:

On-Call Plumbing Services

The Rochelle Park Public Schools is seeking a well-qualified, licensed firm to provide on-call services for all Board of Education-owned buildings, facilities and sites. The Contractor shall provide plumbing repairs, upgrades, installations and replacements for components of District facilities and infrastructure on an as-needed basis during the academic year 2017-2018.

B. SCOPE OF SERVICE:

The Contractor shall retain professional personnel who have successfully and competently provided plumbing services on projects of similar scope and complexity. It shall be the Contractor's responsibility to develop quotations for Plumbing Services that will meet the District's specific needs. The District seeks a contract that guarantees response time and rates for the Rochelle Park Board of Education.

Contractor shall specify a proposed arrive-on-site response time for non-emergency, urgent and emergency plumbing needs.

The District defines "emergency" as "high health risk or danger of injury or loss of life" and "urgent" as "risk of property damage or long-term health risk."

The Contractor is not authorized to exceed \$500.00 for any individual job without an authorized and approved purchase order from the District.

This Contract is for On-Call Services only and does not guarantee a certain amount of hours or annual sum to be paid.

Contractor shall provide a fee schedule including an hourly rate, materials markup price, and any other fees, conditions or documents associated with plumbing work. This fee schedule shall include a single hourly rate per employee

C. TERMS AND CONDITIONS

1. The Board of Education of Rochelle Park is seeking proposals from Contractors to provide On-Call Plumbing Services for a period effective July 1, 2017-June 30, 2018.

2. The District reserves the right to reject any or all proposals, or to award the contract to the next most qualified firm if the selected firm does not execute a contract within thirty (30) days after the award of the proposal.

3. The District reserves the right to request clarification of information submitted and to request additional information from firms submitting proposals.

4. Any proposal submitted will constitute an irrevocable offer, for a period of ninety (90) days, to sell to the District the services set forth in the enclosed specifications.

5. If, through any cause, the firm shall fail to fulfill in a timely and proper manner the obligations agreed to, the District shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least thirty (30) days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed.

6. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the District and shall contain, at a minimum, applicable provisions of the RFP. The District reserves the right to reject any agreement that does not conform to the RFP and to any District requirements for agreements and contracts.

7. The firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the District.

8. No reports, information, or data given to or prepared by the firm under the contract shall be made available to any individual or organization by the firm without the prior written approval of the District.

D. QUALIFICATIONS AND REQUIREMENTS OF RESPONDENTS:

A. All work shall comply in every respect with all applicable Township Ordinances as well as State and Federal Law.

B. The successful contractor shall have and provide a State License number.

C. The selected Contractor shall have and maintain during the term of this contract, Commercial General Liability Insurance, Business Automobile Liability Insurance and Workers Compensation Insurance.

D. The Contractor shall obtain and maintain all licenses as may be necessary or required for the completion of the work. The contractor shall complete all plumbing permits if required. Plumbing permit inspection fees will be the responsibility of the District.

E. All equipment, materials, etc. specified to be removed from the site shall become the property of the contractor, unless otherwise stated.

F. All repair work will be left in a clean safe and workable condition.

G. Contractor shall ONLY repair, replace, upgrade or install work that is instructed.

H. If there are any questions regarding the work that is to be done, it will be the responsibility of the contractor to contact the designated District representative and request clarifications before proceeding.

I. No single job shall exceed \$6,000 under the terms of this contract. It is the responsibility of the Contractor to estimate the cost of each individual job or project and provide an estimate to the District representative prior to the commencement of work.

J. The Contractor is expected to diagnose the problem and perform the necessary repairs as soon as possible.

K. The Contractor is expected to perform as quickly and efficiently as is possible. All repairs are to be first class quality.

L. The District reserves the right to terminate the contract without cause with a 30 day written notice.

M. By executing this contract, the Contractor represents that he has familiarized himself with the local conditions under which the work is to be performed.

N. In the event of accidental site damage, it will be the responsibility of the Contractor to return the site to its original condition at no additional cost to the District.

O. If temporary repairs are needed due to an emergency, the Contractor is instructed to do so at the direction of the District's designated representative.

P. All permanent repairs must be made within five (5) days after the problem has been diagnosed and approval to proceed has been given.

Q. It will be the responsibility of the Contractor to leave the area in a clean, "broom swept" state. Contractor must remove all debris generated while making repairs, replacements, or installations.

R. Contractor is an independent contractor. The Contractor shall determine the manner in which the services are performed; however, the District shall specify the nature of the services and the results to be achieved. The Contractor is not to be deemed an employee or agent of the District and has no authority to make any binding commitments or obligations on behalf of the District except as expressly provided herein

E. FEE FOR SERVICES:

Proposal must include completed Proposal Form with rates, material markups and response time.

F. CONTRACT PERIOD:

The term of contract for shall be from July 1, 2017 through June 30, 2018.

G. COORDINATION OF ACTIVITIES:

All activities for this contract will be coordinated through the Administrative Offices of the Rochelle Park Board of Education, 300 Rochelle Avenue, Rochelle Park, NJ 07662 and addressed to Jennifer Pfohl, Business Administrator, 551-237-1879 or jpfohl@Rochellepark.org.

H. PRESENTATION PACKAGE

The Rochelle Park Board of Education seeks from all participating respondents' information that will assist the district in selecting the respondent who will provide the highest quality services at a fair and competitive price.

All respondents shall prepare a presentation package to be submitted with the RFP.

The following shall be included in the presentation package:

1. Transmittal Letter - Each respondent shall submit a transmittal letter with the RFP that identifies the person submitting the proposal and includes a commitment by that person to provide the service required by the Rochelle Park Board of Education.
2. Fee Proposal Form - All respondents are to submit a completed Fee Proposal Form
3. NJ Business registration Certificate - A contractor, subcontractor, or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609)292-9292.

I. SUBMISSION OF RFP PACKAGE:

All RFP Proposal Packages, including the Letter of Transmittal and the Presentation Package are to be addressed to:

Jennifer Pfohl, Business Administrator
Rochelle Park Board of Education
300 Rochelle Avenue
Rochelle Park, NJ 07662

J. SUBMISSION DEADLINE:

The deadline to submit all RFP Packages is Friday 2:00 PM September 29, 2017.

K. EVALUATION OF PROPOSALS:

The School District intends to award a professional services contract for the defined scope of work under the Fair and Open Process in accordance with N.J.S.A. 19:44A-20.4 et seq. The proposals will be evaluated by the Superintendent, Business Administrator, and Board Members of the School District based upon information supplied by each Proposer in response to this RFP and the following criteria:

- Ability to meet all minimum qualifications and service needs as detailed in sections B, C and D
- Overall knowledge and familiarity with the operations of the School District.
- Experience of the firm in providing similar services to other public bodies, with special
- Emphasis on experience in New Jersey.
- Fee proposal

L. AWARD OF CONTRACT

It is the intention of the Board of Education to award the contract to the respondent based upon relative experience, qualifications, and who will provide the highest quality of service at fair and competitive prices.

M. AUTHORIZATION TO WORK:

No service shall be rendered unless the successful respondent receives an approved purchase order authorizing the respondent to render the service.

N. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:42-44 as amended by P.L. 2004 – Chapter 57, all respondents shall submit with their proposal package a copy of their “New Jersey Business Registration Certificate” as issued by the Department of Treasury of the State of New Jersey. Failure to provide the New Jersey Business Registration Certification with the proposal package may be cause for the rejection of the entire proposal.

O. ADDITIONAL ITEMS

Independent Contractor

It is understood, agreed, and recognized, the successful vendor awarded the contract will be an independent contractor and not an employee of the Rochelle Park Board of Education. The successful vendor will be required to comply with such terms and conditions established by Rochelle Park Board of Education with regard to clearances, confidentiality indemnification and termination of services.

Governing Law and Venue

Awarded vendor and its subcontractors, if applicable, agree that any agreement shall be governed and construed in accordance with the laws of the State of New Jersey, including all matters of construction, validity, enforcement and performance, without regard to its conflict of law provisions. Such agreements shall be deemed to have been drafted by each party hereto, and neither party may argue otherwise. Venue of jurisdiction of any claim or dispute arising out of, related to, or implicating the terms of this Agreement shall exist exclusively in the Superior Court of Bergen County, New Jersey.

Collusion

Any agreement or collusion among vendors or perspective vendors in restraint of freedom of competition, by agreement, to submit a proposal at a fixed price or to refrain from submitting a proposal or otherwise shall render proposals of such vendors void and shall cause such vendors to be disqualified from submitting proposals to the Rochelle Park Board of Education.

Assignment and Subcontracting

The service provider may not subcontract, transfer, or assign any portion of the contract without prior written approval from the District. Each subcontractor’s experience and performance will be the same as the service provider. The substitution of the one subcontractor for another may be made only at the discretion of the District and only with prior written approval from the District.

The service provider must be designated as the single point of contact to be responsible for the performance, activities, and coordination of all activities of the subcontracting team. Notwithstanding the use of approved subcontractors, the service provider, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

Insurance

Throughout the term of an awarded contract and for applicable statutes of limitation periods, vendor shall maintain in full force and affect the insurance coverages set forth herein. Additional insurance requirements omitted may be requested and if so will be incorporated into the terms and conditions of the contract with the successful vendor. All insurance policies shall be issued by companies authorized to do business in the State of New Jersey. All insurance policies shall name and endorse the following as additional insured, Rochelle Park Board of Education and its officers, agents and employees. Certificate of insurance shall be required prior to contract signing

P. TERMINATION OF CONTRACT

If the Board determines that the contractor has failed to comply with the terms and conditions of the bid and/or proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties, and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Board of the contract does not resolve the contractor from potential liability for damages caused the District by the contractor's breach of this agreement. The Board may withhold payment due the contractor and apply same towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

**ROCHELLE PARK BOARD OF EDUCATION
PLUMBING SERVICES
PROPOSAL FORM**

The undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the On-Call Plumbing Services, hereby proposes and agrees to fully perform On-Call Plumbing Services within the time stated and in strict accordance with the Proposal Documents for the following:

RATES

Normal Working Hours (Monday-Friday 8 am – 5 pm) \$ _____ an hour

Overtime Working Hours (Monday-Friday after 5 pm) \$ _____ an hour

Saturdays, Sundays & Holidays \$ _____ an hour

Markup of Materials above Contractor Cost _____ %

Other fees or charges:

_____ ON CALL

RESPONSE TIME

Normal Working Hours _____ hrs./minutes

Overtime Working Hours _____ hrs./minutes

Urgent Calls (Defined in Scope of Services) _____ hrs./minutes

Emergency Calls (Defined in Scope of Services) _____ hrs./minutes

Number of Employees Available for Emergency Calls _____

Signature

Company

Name of Representative

Title of Representative