

# **RFP/Qualifications Guidelines**

Sealed bids will be received by the Director of Housing and Community Development for the City of Burlington on Tuesday, January 31, 2012. At 10:00 AM prevailing the following in the Council Chambers of the City of Burlington City Hall, 525 High Street Burlington, NJ 08016, at which time they will be opened and read for: THIRD PARTY (SUB CODE) INSPECTION SERVICE

All proposals must be submitted no later than 10:00 AM on Tuesday, January 31, 2012. Bids and Qualifications should be sealed in separate envelopes. Each envelope should clearly be marked with Company name and address, township name and address and Sub code being bid.

Proposals are to be submitted by (Mail or delivered) to:

City of Burlington – City Hall  
Attn: David Ballard – Director of Housing & Community Development  
525 High Street  
Burlington, NJ 08016

Proposals will be accepted by mail or in person previous to the hour designated. The City of Burlington will not be responsible for late delivery by the United States Postal Service or any other carrier.

If you have any questions please call:

Mr. David Ballard – Director of Housing & Community Development. Phone (609)386-0200 x 133  
dballard@burlingtonnj.us

Sincerely,

David Ballard, Director of Housing & Community Development

In accordance with N.J.A.C. 40A:11-1 et seq., the City of Burlington in the County of Burlington, is seeking proposals from authorized on-site inspection and plan review agencies for a contract three (3) years in the following sub codes:

1. Plumbing
2. Electrical
3. Building

**TERM:** The term of awarded contract shall commence upon the effective date: February 1, 2012, when fully executed, and shall run for a term of three (3) years.

The township has a population of approximately nine-thousand and three-hundred (9,300) residents and comprises three-point-two (3.2) square miles. The City Construction Office issued 477 building permits in 2009, 445 building permits in 2010 and 485 building permits in 2011. All inspectors shall be computer literate and able to use Municipal Software System.

The City requires that all sub code officials be available at the City of Burlington Construction Office on Monday, Wednesday, and Friday from the hours of 9:00 AM to 1:00 PM. All inspectors are required to perform inspections between the hours of 7:00AM and 5:00 PM. These inspections are to be performed in a timely manner. All inspectors are to report back to the Construction Office at the end of each business day. It is understood that the private enforcing agency will adhere to and comply with all the duties and responsibilities enumerated in N.J.A.C. 5:23-4.14 and all related Local Performance Standards.

It is the responsibility of the agency to ensure coverage for the appointed day and time through alternate inspectors. All arrangements, communications, cell telephones are to be managed by the on-site inspection agency with the approval of the City of Burlington Construction Official.

Once the contract is issued between the on-site agency and the City of Burlington, a meeting will occur with the Construction Official and the new contractual agency's personnel assigned to the City of Burlington.

This contract may be cancelled by either party with a thirty (30) day written notice of termination. Notification must be certified mail return receipt requested.

If you are interested in performing these services, you are invited to submit a written sealed bid together with a separately sealed qualification statement. All prices and amounts must be written in ink or type written. The qualification should be in writing and shall contain the following information but not limited to:

### **INSURANCE AND INDEMNIFICATION**

#### **A. Insurance Requirements**

1. **Worker's Compensation and Employer's Liability Insurance**, This insurance shall be maintained in force during the life of this contract by bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability \$500,000.

2. **General Liability Insurance** This insurance shall have limits of not less than \$1,000,000. combined single limit and \$2, 000,000 aggregate, and shall be maintained in force during the life of this contract by the bidder.
3. **Automobile Liability Insurance** This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less that \$1,000,000. Limit shall be maintained in force during the life of this contract by the bidder.
4. **Errors & Omissions Liability Insurance**

**B. Certificates of the Required Insurance**

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability

**C. Affirmative Action Mandatory Language**

Exhibit "A" Form must be duly notarized and sealed with Proposal. All successful bidders must submit the evidence required by the Affirmative Action Office.

**D. Stockholders Disclosure Requirement**

Stockholders Disclosure requirement must show the actual percentages of ownership, name of vendor, title and signature, The form must be duly notarized and sealed.

**E. Non-Collusion Affidavit**

The Non-Collusion affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

**F. Business Registration Certificate**

A copy of the Business Registration Certificate issued by the New Jersey Department of Treasury must be submitted by all bidders

**G. Please include the following in your bid proposal.**

All responses shall be in the same sequence and order as listed. Each of the specifications requires a narrative response. The award shall be made to the agency whose response is most advantageous all considered N.J.S.A. 40A: 11-6.1

1. The name and principal business address of the agency:
2. The name of the person who will serve as the Agency's responsible official and representative if the Agency is awarded the contract:
3. A complete list of all agency technical personnel, grouped by job classification and title. This list includes technical, educational and licensure qualifications of each person.
4. A complete list of all municipalities served by the agency. The list below identifies the Sub Codes enforced in each municipality named, the number of permits supervised and the number of inspections performed during an average month during the preceding year in each municipality name:

5. The agency's Table of Organization correlated by the job title to the personnel list specified in above:
6. The manner in which the agency compensates each class of employees, which shall be one of the following only: full-time salaried, part-time salaried, full-time hourly or part-time hourly. Where employees of a given class are compensated in more than one way, a percentage breakdown shall be provided:
7. The full address of each agency office, which is open and staffed at least 35 hours per week by salaried or hourly agency employees:
8. A narrative description of the arrangements the agency plans to make for the issuance of minor work and single trade permits:
9. A narrative description of the arrangements the agency plans to make for discharging its plan review obligations:
10. The time in which the agency can perform, or has performed, plan reviews upon assignment by the construction official:
11. Any guarantees of time in responding to requests for required inspections or plan reviews where the time in responding is less than the maximum time established in the regulations. If an agency does not guarantee response time less than the maximum, the agency shall so state in its proposal:
12. The time in which the agency can respond, or has responded, to requests for required inspections from the construction industry
13. A narrative description of the arrangements the agency plans to make for providing emergency inspection services, including response time:
14. The proposed day and starting time that the sub code official /inspector will be available.

### **LOCAL PROCEDURES**

The Local Performance Standards for the City of Burlington, in which the private on-site agency shall comply. The private on-site agency will be required to conform with the Local Performance Standards.

Explain in detail how you will comply with the following Local Performance Standards.

15. List the name(s) of the sub-code officials , list cell numbers for sub code officials who will be assigned to the City of Burlington to provide sub code and inspections services.
16. In what other municipalities is the above listed sub code official and inspectors performing sub code and/or inspection services?
17. The private on-site agency will be required to furnish the names and cell numbers of the inspectors who will be providing the emergency inspections service. This list will be provided to the Construction Official and submitted to the Director of Housing and Community Development for emergency dispatch center:

18. What will the on-site agency charge the City of Burlington for emergency inspection?
19. All sub codes and inspectors are required to work within the boundaries of the City of Burlington from 9:00 AM to 1:00 PM, Monday, Wednesday and Friday, excluding legal holidays only unless approved otherwise by the Construction Official on the basis of workload.
20. All sub codes and inspectors are to appear before the Board of Appeals or other courts as may become necessary from time to time. All coordination for such activity will be by the Construction Office or appropriate municipal authority.
22. All sub codes and inspectors must have good oral and written communications skills and basic computer knowledge for the purpose of enter inspections results.
23. How will the onsite inspection agency inform the municipality of the time of each inspection so that an accurate recording of all site visits can be maintained?
24. The maximum number of ordinary inspections to be performed on a daily basis, per inspector, as determined by the Construction Official to insure quality, shall be 15. Therefore, it is the responsibility of the agency to provide additional coverage for the required inspections, follow-up inspections, plan reviews, etc. and all other duties as additional work load dictates. Additional inspectors required shall be dispatched within twenty four (24) hours upon notice from the Construction Official;
25. Local procedure requires that the appropriate Sub code Official shall witness all tests when required by the adopted model codes. What procedure will be established by the onsite inspection agency to insure that all test required are witnessed?
26. All plan reviews will be completed in the City of Burlington Construction Official's Office.
27. List the name(s) of the sub code officials and inspectors who will be assigned to the City of Burlington, to provide sub code and inspection services. In what other municipalities are these sub code official(s) and inspector(s) performing sub code and/or inspection services? Once the Construction Official approves a sub code, he/she will not be removed without the Construction Official's approval.
28. A backlog of inspections will not be permitted in the City of Burlington. Therefore, it is the responsibility of the agency to insure coverage for the required inspections, follow-up inspections, and plan reviews, etc., and all other duties as initiated by the Construction Official. All arrangements for additional inspectors are to be handled by the on-site inspection agency with the approval of the Construction Official. Backlog is determined by the Construction Official to be sixty (60) days.
29. If necessary, all computer training for sub codes and inspectors will be paid for by the third party agency as required by the Construction Official.
30. All permit fees that are waived by the City of Burlington Council will also be waived by the third party agency.
31. Billing

50 % at Permit Issue, 50 % Payment at final approval on a monthly basis.

The contract may be canceled by either party by giving thirty (30) days written notice to the other party.

**If questions are not answered or answers are incomplete, the written quote may be considered non-responsive and rejected by the municipality.**

**PLUMBING/ELECTRIC/BUILDING SUBCODE, ON-SITE AGENCY REQUIREMENTS**  
**ADMINISTRATIVE SPECIFICATIONS**

- A. Has the agency, or any of its personnel, within the last 10 years, been the subject of or named as a defendant in any legal action involving death, dismemberment or trauma as a result of elevator inspection services provided by your agency?

Please indicate: YES \_\_\_ No \_\_\_

\*If yes, please provide all information including the names of the plaintiff the address of the accident the municipality, a brief description of the accident and the injuries sustained, in the case or cases. Was the agency or its insurance carrier required to make settlement or pay a fine in the resolution of these cases?

- B. Is/Are there any legal action currently pending against the agency or its personnel involving death dismemberment or trauma as a result of elevator inspection services provided by your agency or its personnel?

\*If so, list the address (s) of the accident (s), the name(s) of the deceased, the municipality, and a brief description of the accident (s) and the current status of the legal action if any.

- C. Has the agency or any of its sub code Officials of the agency been the subject of complaint or an investigation by the NJ DCA with respect to improper code enforcement, or fees charged for elevator inspection and permit applications in any location within the State of New Jersey: Please indicate:

YES \_\_\_ NO \_\_\_

\*If yes, please provide all information including copies of any complaints or findings due to investigation by NJ DCA.

- D. Has the agency been subject of the investigation of NJ DCA with respect to False and Misleading Statements?

\*If so, was a notice of Violation and Order to Pay Penalty issued? If so, what was the determination? Was a fine issued? If yes, what was the penalty amount and what is the current status of such action?

**If questions are not answered or if answers are incomplete, the written quote may be considered non-responsive and rejected by the municipality.**

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

#### **GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advertising the labor union or worker' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:15-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

## **EXHIBIT A (cont)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to,, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 personal testing conforms with the principals of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 or Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation as may be represented by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Subscribe and sworn to  
before me this day \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public of

My Commission expires \_\_\_\_\_ 20\_\_\_\_

(Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name of affiant under signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

SS

I \_\_\_\_\_ residing in \_\_\_\_\_  
(Name of affidavit) (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 proposal entitled \_\_\_\_\_  
\_\_\_\_\_, and that I executed the said proposal with 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 **City of Burlington** relies upon the truth of the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_

Subscribe and sworn to

before me this day

\_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name of affiant under signature

\_\_\_\_\_  
Notary Public of

My Commission expires \_\_\_\_\_ 20\_\_\_\_\_

(Seal)

**APPENDIX A**  
**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, compliant, 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 service 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.

STATEMENT OF COMPLIANCE WITH BIDDING REQUIREMENTS

- 1. Proposal Form \_\_\_\_\_
- 2. Corporate or Partnership Disclosure \_\_\_\_\_
- 3. Non-Collusion Affidavit \_\_\_\_\_
- 4. Affirmative Action Requirements \_\_\_\_\_  
(review)
- 5. American with Disabilities \_\_\_\_\_  
(review)
  
- 6. Insurance Certificate \_\_\_\_\_
- 7. Business Registration Certificate \_\_\_\_\_  
(Must be included in Bid Proposal)
  
- 8. Statement of Compliance with \_\_\_\_\_  
Bidding requirements (this page)

CHECK EACH LINE TO ACKNOWLEDGE THAT YOU HAVE INCLUDED THE ABOVE REQUIREMENTS IN YOUR BID PACKAGE

Signature of Bidder \_\_\_\_\_

Name of Company \_\_\_\_\_