



Request for Proposals: Implementation of Lead Based Paint Hazard Inspection Program

Municipality

BOROUGH OF FANWOOD, NJ

NOTICE DATE : SEPTEMBER 5, 2024

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Notice to Bidders

Invitations are extended to bidders to bid for the following service: Implementation of Lead Based Paint Hazard Inspection Program.

The Borough of Fanwood (Borough) will accept RFPs by mail, recognized overnight carrier or in person by September 26, 2024 at 4:00pm. The Borough shall not be responsible for any bid mailed which is lost in transit or delivered late by the postal service or recognized overnight carrier. Bids should be submitted in SEALED ENVELOPES, addressed to the Deputy Clerk, Borough of Fanwood, 75 N. Martine Avenue, Fanwood, New Jersey 07023, and clearly marked on the outside "Fanwood – RFP for Implementation of Lead Based Paint Hazard Inspection Program ENCLOSED – DO NOT OPEN." An electronic PDF of the RFP shall be sent to cagnello@fanwoodnj.org.

Specification documents may be examined Monday through Friday, except legal holidays, from 8:00 A.M. to 4:00 P.M. prevailing time, at the Borough's administrative office at the address listed above.

A digital version may be requested at no charge by sending an email request to cagnello@fanwoodnj.org. Paper copies of the RFP documents will not be provided. Include the following information in your request: company name, address, phone, fax, contact person and their email address. Bidders electing to receive specifications from a third party, or any other service or entity assume the responsibility of ensuring they receive any issued revisions or addenda.

After receipt of RFPs, no proposals may be withdrawn within sixty (60) days after the date of the bid opening except as provided for in the contract documents. The RFP of any bidder who consents to an extension may be held for consideration for a longer period as may be agreed upon between bidder and the Borough. Bidders must use and fully complete proposal forms within the specifications and comply with all requirements included therein and in the contract documents.

The Borough reserves the right to reject any or all bids, to waive immaterial informalities, or to accept any bid which, in the opinion of the Borough, will be in the public interest, all in accordance with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11—1, et seq. In the event of an equal or tie bid, the Borough shall award the bid to the bidder which, in the Borough's sole discretion, best serves the public interest.

Bidders are required to comply with the Contract Compliance and Equal Employment Opportunities in Public Contracts N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and have a current New Jersey Business Registration Certificate P.L. 2004, N.J.S.A. 52:25-24.2 and all New Jersey, Federal, local, and Borough laws, regulations and policies.

BY ORDER OF BOROUGH OF FANWOOD OF THE COUNTY OF UNION, STATE OF
NEW JERSEY.

Courtney Agnello, Deputy Borough Clerk

Bidding Documents Checklist

For The Contract Entitled:

Affordable Housing Administrative Agent to Administer Housing Rehabilitation Program

CONTENTS AND CHECK LIST FOR BIDDERS

DESCRIPTION	INCLUDED IN BID DOCUMENT	BIDDER MUST INCLUDE IN BID
PUBLISHED NOTICE TO BIDDERS	X	
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE	X	
MANDATORY AMERICANS WITH DISABILITIES ACT LANGUAGE		
INSTRUCTIONS TO BIDDERS	X	
PROJECT SPECIFICATIONS	X	
BID PROPOSAL FORM	X	X
AFFIRMATIVE ACTION FORM	X	X
MANDATORY AFFIRMATIVE ACTION LANGUAGE	X	
CHAPTER 33 DISCLOSURE STATEMENT	X	
STATEMENT OF OWNERSHIP FORM	X	X
NON-COLLUSION AFFIDAVIT	X	X
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	X	X
PROHIBITED RUSSIA-BELARUS ACTIVITIES & IRAN INVESTMENT ACTIVITIES	X	X

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		X
W-9 TAX ID FORM		X
BID GUARANTEE		

Mandatory Equal Employment Opportunity Language

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with

N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27- 5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor organizations, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan

Approval Certificate of Employee

Information Report Employee Information

Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Bidder's Signature

Americans with Disabilities Act Mandatory Language

Equal Opportunity for Individuals with Disabilities

The contractor and Fanwood Borough (hereinafter the "Borough") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act" or "ADA"), 42 U.S.C. §12101 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Borough 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 Borough in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Borough, 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 Borough's grievance procedure, the contractor agrees to abide by any decision of the Borough which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough or if the Borough 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 Borough 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 Borough or any of its agents, servants and employees, the Borough shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Borough or its representatives.

It is expressly agreed and understood that any approval by the Borough 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 Borough pursuant to this paragraph.

It is further agreed and understood that the Borough 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 Borough from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

Instructions to Bidders

1. Submission of Bids

Borough of Fanwood, Union County, New Jersey, invites sealed bids pursuant to the Notice to Bidders.

- A. Sealed bids will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- B. The bid proposal form and required documentation shall be submitted in a sealed envelope; addressed to Borough of Fanwood, Attn: Administration, 75 N. Martine Ave., Fanwood, New Jersey, 07023; bearing the name and address of the bidder written on the face of the envelope, and clearly marked "Bid for Communications Site Lease Agreement ENCLOSED -- DO NOT OPEN". An electronic PDF of the RFP shall be submitted to cagnello@fanwoodnj.org. All proposals must be returned on or before **September 26, 2024 at 4:00 pm**, prevailing time.
- C. It is the bidder's responsibility to see that bids are presented to the Borough on the hour and at the place designated. Bids may be hand delivered or mailed; however, the Borough disclaims any responsibility for bids forwarded by regular or overnight mail. Bids received after the designated time and date will be returned unopened.
- D. Sealed bids forwarded to the Borough before the time of opening of bids may be withdrawn upon written application of the bidder, who shall be required to produce evidence showing that the individual is or represents the principal or principals who submitted the bid.
- E. All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Borough. Any changes, white-outs, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.
- F. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory

evidence of the authority of the officer signing shall be furnished. Additionally, certain bid proposal forms must be notarized.

2. Bid Documents

The bid must be returned in its entirety in order to be considered for an award. Each bid must be accompanied by the items requested below in the form(s) attached.

Failure to provide these items and the entire bid package may cause for rejecting this proposal. For bidders' convenience, a Bid Documents Check List is also included with the Bid Documents.

1. Proposal Form
2. Affirmative Action Form
3. List of names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock - "Ownership Disclosure".
4. Non-collusion Affidavit
5. Addenda Acknowledgment
6. New Jersey State Business Registration Certificate.
7. Prohibited Russia-Belarus Activates & Iran Investment Activities
8. Political Contribution Statement

3. Interpretation and Addenda

1. No oral interpretation shall be made to any bidder as to the meaning of any of the contract documents or be effective to modify any of the provisions of the specifications and contract documents.
2. Any supplemental instructions or requirements will be in the form of a written Addendum which will be forwarded to all prospective bidders on record by Fax and/or email not later than five (5) working days prior to the date fixed for the opening of bids. Failure of any bidder to receive addenda shall not relieve the bidder from any obligation under its bid.
3. All Addenda issued prior to bid receipt date must also be signed and returned with the bid.
4. All Addenda issued prior to date of receipt of bids shall become part of the contract documents and included in bid prices.

4. Failure to Execute a Contract

Should the successful bidder fail to execute and deliver the Contract, as defined in Section 7, within one hundred eighty (180) days after bid award, the bidder forfeits to the Borough, as

liquidated damages, the bid security deposited with its bid. An extension of the 180-day window may be granted by the Borough if the Borough determines, in its reasonable discretion, to do so.

5. Right to Reject Bids

The Borough reserves the right to reject any and all bids or parts thereof and to waive any informality if deemed in the best interests of the Borough.

6. Award of Bids

Successful bidder(s) will be awarded the right to enter into a lease with the Borough for the installation, operation and maintenance, as per generally accepted industry standards, of antennas on an existing tower and space for associated communications equipment (“Lease”). Bid awards shall be given, as space on the communications tower allows, in the order of bid amount, with the highest bids being given preference.

7. Award of Contract

Award of the Lease(s) will be made on or before the Borough’s regular meeting on March 7, 2023.

8. Termination

1. If through any cause the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the successful bidder shall violate any of the requirements of the Lease Agreement, the Borough shall thereupon have the right to terminate this contract by giving written notice to the successful bidder should the successful bidder fail to rectify the situation after reasonable notice.
2. In the event that (i) any of Successful bidder’s applications for Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Successful bidder is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Successful Bidder determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Successful bidder determines that any soil boring tests or structural analysis is unsatisfactory; (v) Successful bidder determines that the Premises is no longer technically or structurally compatible for its use, or (vi) Successful bidder, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, Successful bidder or Borough shall have the right to terminate this Agreement. Notice of successful bidder’s or Borough’s exercise of its right to terminate shall be sent to either party, at the address indicated in the contract documents for receipt of Notices, in writing, by certified mail, return receipt requested, and shall be effective one-hundred and eighty

(180) days upon receipt of the Notice by the non-terminating party, or upon such later date as designated by the terminating party.

3. The successful bidder agrees to indemnify and hold the Borough harmless from any liability to subcontractors/suppliers for payment for work performed or goods supplied arising out of the lawful termination of the contract by the Borough or the successful bidder under this provision.

9. Hold Harmless

Any bidder awarded a Lease under these specifications shall indemnify and hold harmless the Borough, its officers, employees, agents and servants from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses including attorney's fees incurred or suffered on account of property damage or loss and/or personal injury, including loss of life, of any person, agency, corporation or governmental entity which shall arise out of the course of or in consequence to any acts or omissions of the bidder, its employees, agents, servants or subcontractors in the performance of the work pursuant to these specifications or the failure of the bidder, its employees, agents, servants or subcontractors to comply with any term or condition of these specifications. These Hold Harmless obligations of the bidder shall not apply to any claims arising from the acts or omissions of the Borough. The bidder further agrees that this indemnification by the bidder shall continue after completion, expiration or termination of the Lease for all claims, demands, suits, actions, recoveries, judgments, costs and expenses, including attorney's fees resulting from acts or omissions of the bidder, its employees, agents, servants or subcontractors which occur prior to the completion, expiration or termination of the Lease.

10. Non-Collusion Affidavit

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

11. Statement of Corporate Ownership

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid said corporation or partnership, there is submitted a statement setting forth the names and addresses or all stockholders in the corporation or partnership who own a ten (10%) percent or greater interest therein. Said Statement shall be completed and attached to the bid proposal. If any stockholder or partner has been previously convicted of a crime of bribery (or other financial crime), then such bidder shall not be a responsible bidder.

12. Non-Discrimination

There shall be no discrimination against any employee engaged in the work pursuant to any contract resulting from this bid, or against any applicant to such employment because of race, creed, color, national origin or ancestry, sexual or affectional preference or handicap. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The contractor shall insert a

similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

13. STATUTORY AND OTHER REQUIREMENTS.

1. Required Affirmative Action Evidence
2. No firm may be awarded a contract unless they comply with the Affirmative Action regulations of P.L. 1975, C. 127 (N.J.A.C. 12:27 et seq).
3. Procurement, Professional and Service Contracts

All successful vendors must submit prior to the date of award one of the following:

- i. a letter from the U.S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Program;
or
- ii. a Certificate of Employee Information Report approval;

if vendor does not have either of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report form (Form AA-302).

4. Americans with Disabilities Act of 1990

All vendors must comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101).

5. Worker and Community Right to Know:

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the Borough to assure that every container bears a proper label 315 “Worker and Community Right to Know Act”, subsection b, Section 14. Further all applicable Material Safety Data Sheets (M.S.D.S.), a/k/a, hazardous substance fact sheet, must be furnished to the Borough.

6. Acquisition, Merge, Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the Lease, the successful bidder disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the successful bidder shall in a timely manner notify the Borough of the identity of the new owner(s), and the new owners may be required to submit a performance bond in the amount of one year of then current Lease payments.

7. Governing Law, State and Funding:

This contract shall be governed by and construed in accordance with the laws of the State of New Jersey, including the New Jersey Prevailing Wage Act, N.J.S.A. 34:56-27 and the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et seq.

14. Prohibited Russia-Belarus Activates & Iran Investment Activities

Prohibited Russia-Belarus Activates & Iran Investment Activities, which is part of these specifications, shall be properly executed and submitted prior to award of contract.

15. Pay to Play Requirements

Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44- 20.13(P.L. 2005, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 in the aggregate from public entities during the calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us. In addition, pursuant to Section 2-68.1 of the Revised General Ordinances of the Borough of Fanwood respondents shall disclose all political contributions of two hundred dollars (\$200) or more made within the preceding five (5) years to any elected officials of the Borough of Fanwood currently in office or any political organization affiliated with an elected official of the Borough currently in office.

Project Specifications

IMPLEMENTATION OF LEAD BASED PAINT HAZARD INSPECTION PROGRAM

A. Purposes of the Program

Perform all work necessary to comply with P.L. 2021, Chapter 182; N.J.A.C. 5:28A; and Borough municipal code, §12-10 Lead-Based Paint Hazard Inspection Requirements for Rental Dwellings. Program services include preparing an inventory of properties subject to lead-based paint inspections, on-site surface-by-surface, room-by-room lead inspections of the interior and exterior of the home using visual inspection and dust wipe analysis on certain single-family, two-family, and multiple rental dwellings every three years or upon tenant turnover where there is no valid lead-safe or lead-free certification. Vendor will also be responsible for all notice, record keeping, and reporting requirements, including for those landlords that directly hire a private lead evaluation contractor.

B. Eligible Applicants

Experienced, state certified lead-based paint inspector/risk assessor, with the ability to perform all work necessary to comply with the state laws, state regulations, and municipal codes as identified in these specifications.

C. Required application details

Describe in detail your full process, beginning to end, to comply with this RFP and the applicable laws and regulations, including but not limited to:

- i. Creating and maintaining a database of dwelling units identified as requiring inspection per municipal code §12-10
- ii. Creating and maintaining a database of dwelling units identified as being exempt from inspection per municipal code §12-10
- iii. Providing initial notification of required inspection to identified dwelling owners, landlords, their agents and/or property management
- iv. Scheduling and performing inspections
- v. Record keeping and reporting for performed inspections
- vi. Record keeping and reporting for dwellings who directly hire a private lead evaluation contractor and those already certified by the state
- vii. Process if inspection result in identified lead-based paint hazards
- viii. Process of identifying and notifying dwelling units required for inspection based on the three-year inspection cycle

- ix. Providing to the State of New Jersey the required fees and reporting
- x. Providing to Fanwood the necessary fees and reporting
- xi. Providing to Fanwood all data required to be kept by municipal entities
- xii. Description of staff, including their qualifications, certifications and licenses
- xiii. Developing educational materials detailing the requirements of the applicable laws and regulations, including the inspection frequency, the need to retest upon tenant turnover, and providing tenants the lead safety certificate

D. Fees

The Borough has established fees for inspection, detailed in municipal code §12-10. The fee for each inspection and reinspection is \$250. In addition, a fee of \$20 per dwelling unit inspected by the Borough or the owner's private lead evaluation contractor is assessed by the state under the Lead Hazard Control Assistance Act. Review the entirety of §12-10 for more information on fees.

Furnish all fees for your services, including but not limited to the items below, and describe the process for fee collection and remittance:

- i. Initial inspections and testing bedroom(s) up to six and any additional bedroom thereafter
- ii. Standard re-inspection
- iii. Per dust wipe for each failed inspection
- iv. List minimal number for dust wipes generally needed consisting of floors, windowsills, window wells or similar high friction areas, and commitment to take sufficient dust wipe samples to satisfy the requirements of P.L. 2021 chapter 182.
- v. Record keeping and reporting
- vi. Mailings
- vii. Any costs associated with work required for those exempt from inspection, inspected and/or already certified by the state, or who hire a private lead evaluation contractor

E. Procurement / Contract term

The Borough has issued this RFP in compliance with the competitive contracting process, as described in N.J.S.A 40A:11-4 et seq. The Borough intends to award a two-year contract.

F. Schedule

Provide a draft schedule for completion of the tasks identified in your response, measured in weeks from date of contract award.

G. Ownership of Data

All inspection and reporting data obtained and maintained during the course of the performance of the work required by this RFP shall be property of the Borough of Fanwood and shall be turned over upon request and/or at the conclusion of the contract.

H. Basis of Award; Evaluation Criteria

Contained below are the evaluation criteria. Points shall be awarded based on the information contained in the proposal for each category as listed, with a high score of total possible points meaning that the proposal meets all required criteria for that category and a score of zero meaning that the proposal did not meet any of the required criteria for that category.

EVALUATION CRITERIA	POSSIBLE POINTS	ACTUAL SCORE
Technical Criteria	----	----
Response demonstrates a clear understanding of the scope of work and related objectives;	10	
Response is complete and responsive to the technical specifications/RFP requirements;	10	
History and past performance of like projects;	10	
Management Criteria	----	----
Meets/exceeds criteria of Eligible Applicants;	10	
Qualifications required for applicant staff;	10	
Demonstration of sufficient capacity to undertake the proposal.;	10	
Ability to implement the proposal in an effective and timely manner consistent with the intent and spirit of this program;	10	
Favorable recommendations from similar clients;	10	
Cost Criteria	----	----
Budget proposal;	20	
POINT TOTALS	100	

Affirmative Action Regulations Public Law 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, C 127, (N.J.A.C. 17:27). Prior to the date of the award, the successful bidder shall present one of the following:

1. A letter from the U.S. Department of Labor that the successful bidder has an existing federally approved or sanctioned Affirmative Action Program.

OR

2. A Certificate of Employee Information Report Approval.

OR

3. If you do not have either of the above, check below:

_____ Please send our company an Affirmative Action form for our completion (A.A.302 - Affirmative Action Employee Information Report).

The following questions must be answered by all successful bidders:

1. Do you have federally approved or sanctioned Affirmative Action Program?

Yes _____ No _____

2. Do you have a State Certificate of Employee Information Report Approval?

Yes _____ No _____

You shall submit a photostatic copy of such certificate.

The undersigned successful bidder certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C 127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The successful bidder must be rejected as non-responsible if the successful bidder fails to comply with the requirements of P.L. 1975, C 127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for vendors having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of approval or A.A.302 is required.

Company

Signature

Title

Mandatory Affirmative Action Language P.L. 1975, C. 127 (N.J.A.C. 17:27)

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, sex, 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, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to PL 1975, C127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor organizations, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, 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.

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, sex, affectional or sexual orientation, and conform

with the applicable employment goals, consistent with the statues and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action

Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

State Of New Jersey – Laws Of 1977 – Chapter 33

(Disclosure Statement)

No corporation or partnership shall be awarded any contract, nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of public funds, by the State, or agency of the State, or of any county, municipality or Borough, or any authority, board of commission which exercises governmental functions, unless prior to the receipt of the bid, or accompanying the bid, 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 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

Statement of Ownership (Ownership Disclosure Certification)

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 Included with All Bid and Proposal Submissions

Name of Business:

Address of Business:

Name of person completing this form:

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth 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.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. 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 in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to

the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): _____

Part II

- I certify that 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.

OR

- I certify that 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 that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):

Name: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

- Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

- Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

- Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

NON-COLLUSION AFFADAVIT

Bid for the right to lease ground space for the installation of communications equipment at 75 N. Martine Ave., Fanwood, NJ 07023, with simultaneous leasing of additional carriers at the site.

STATE OF _____

COUNTY OF _____

I, _____ as _____ of _____
(Name of Partner or Officer Title Name of the Firm)

Located at _____
(Business Address)

in the County of _____ and State of _____ being of full age, and duly sworn according to law on my oath depose and say that I am _____ of the firm of _____ the bidder making the Proposal for the above named project, and that I executed said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that Borough of Fanwood relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for 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 of understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by

(Name of bidder)

in accordance with NJSA 52:34-15.

Subscribed and sworn to before me

this ___ date of _____, 2024 _____
Signature

NOTARY PUBLIC

NAME OF AFFIANT

Acknowledgement by Bidder:

- NO ADDENDA HAVE BEEN NECESSARY
-

Signature: _____

Print Name: _____

Name of Company: _____

Prohibited Russia-Belarus Activities & Iran Investment Activities

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



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.)

IF UNABLE TO CERTIFY



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. 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.

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 **Borough of Fanwood** 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 **Borough of Fanwood** to notify the **Borough of Fanwood** 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 **Borough of Fanwood** and that the **Borough of Fanwood** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		Date	