



Request for Proposals: Borough Engineer

Municipality

BOROUGH OF FANWOOD, NJ

NOTICE DATE : OCTOBER 16, 2025

Contents

Notice to Bidders	3
RFP Documents Checklist	5
Mandatory Equal Employment Opportunity Language	7
Americans with Disabilities Act Mandatory Language	9
Instructions to Bidders	10
Scope of Work	16
Evaluation Criteria	21
RFP Proposal Form	22
Affirmative Action Regulations Public Law 1975, C. 127 (N.J.A.C. 17:27)	23
Mandatory Affirmative Action Language P.L. 1975, C. 127 (N.J.A.C. 17:27)	24
Statement of Ownership (Ownership Disclosure Certification)	27
NON-COLLUSION AFFIDAVIT	32
ADDENDUM ACKNOWLEDGEMENT	33
Prohibited Russia-Belarus Activities & Iran Investment Activities	34

Notice to Bidders

Invitations are extended to bidders to bid for the following service: Borough Engineer.

The Borough of Fanwood (Borough) will accept RFPs by mail, recognized overnight carrier or in person by November 5, 2025 at 12:00pm. 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 Borough Clerk, Borough of Fanwood, 75 N. Martine Avenue, Fanwood, New Jersey 07023, and clearly marked on the outside "Fanwood – RFP for Borough Engineer ENCLOSED – DO NOT OPEN." One (1) unbound original for further copying (if necessary) and **1 electronic copy (flash-drive/thumb drive)** of the proposal shall be submitted.

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After receipt of RFPs, no proposals may be withdrawn within sixty (60) days after the date of the bid opening except as provided for in the contract documents.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, Borough Clerk

RFP Documents Checklist**For The Contract Entitled:**

Borough Engineer

CONTENTS AND CHECK LIST FOR BIDDERS

DESCRIPTION	INCLUDED IN RFP DOCUMENT	BIDDER MUST INCLUDE IN RFP
PUBLISHED NOTICE TO BIDDERS	X	
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE	X	
MANDATORY AMERICANS WITH DISABILITIES ACT LANGUAGE	X	
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 thereunto, 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 "RFP for 2026 Borough Engineer Services ENCLOSED -- DO NOT OPEN". One (1) unbound original for further copying (if necessary) and **1 electronic copy (flash-drive/thumb drive)** of the proposal shall be submitted. All proposals must be returned on or before **November 5, 2025 at 12:00 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. RFP 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 RFPs

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 Contract

Award of the contract will be made at a regularly scheduled meeting of the Mayor and Council of the Borough of Fanwood following the receipt of RFPs and the evaluation of the responses received.

7. 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.

8. 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.

9. Non-Collusion Affidavit

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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

Scope of Work

BOROUGH ENGINEER SERVICES

A. Purpose of the Contract

The Borough seeks to retain a licensed professional engineer to serve as Borough Engineer and provide comprehensive municipal engineering services as described herein. The successful proposer must demonstrate expertise in municipal engineering, planning, and related professional services.

B. Eligible Applicants

- Must be a licensed professional engineer in the State of New Jersey for a minimum of ten (10) years
- Must have demonstrated experience in municipal engineering services
- Must have experience with New Jersey municipal requirements, codes, and regulations
- Must maintain professional liability insurance of at least \$1,000,000

C. Scope of Services

The Borough Engineer shall provide the following services:

Regular Services:

1. Meeting Attendance:
 - Attend one agenda meeting of the Mayor and Council per quarter
 - Attend two Planning Board meetings each month (agenda and regular meetings)
 - When requested, attend occasional other meetings of Mayor and Council and various Borough boards, commissions and committees, including Historic Preservation Commission, Environmental Commission, Downtown Redevelopment Committee, etc.
2. Borough Presence:
 - Maintain a presence of approximately eight hours per week in the Borough
 - Typically comprising four hours per week as regular office hours
 - Four hours per week for incidental contact, other assignments and meetings
3. Review and Advisory Services:
 - Review proposed resolutions and ordinances pertaining to engineering and planning issues

- Consult on engineering matters with Borough personnel and the public when requested
- Review all applications except major subdivisions and site plans
- Make recommendations in connection with applications to Planning Board or Board of Adjustment

4. Technical Documentation:

- Prepare, maintain and preserve maps, surveys, plans, specifications, charts and records
- Maintain records of roads, bridges, sewers, storm drain facilities, utilities, public buildings, structures, sidewalk inventory and all public facilities owned or operated by the Borough
- Exception: redrafting of Borough Tax Map or sheets thereof

5. Capital Planning and Budgeting:

- Review all capital budget items with Director of Public Works
- Meet with Director on general operations including future planning of infrastructure repair and maintenance
- Review capital budget chart items pertaining to roads, sidewalks, sanitary sewer, stormwater, engineering design, and consultant design and inspection
- Prepare estimates for capital expenditure programs
- Work with Borough Administrator in preparing capital budget chart including remaining items and five-year projections where possible

6. Grant Applications and Project Management:

- Prepare all New Jersey Department of Transportation grant applications
- Prepare plan and sketch documents to support grant applications
- Conduct investigations, surveying, etc. necessary for preparation of preliminary designs, plans and specifications
- After approval of preliminary plans, prepare specifications, plans and proposals for bidding process for routine public works contracts
- Review and approve plans and specifications for public works contracts
- Prepare reports for award or rejection of contracts
- Ensure contractors comply with all New Jersey and federal requirements
- Provide formal liaison for work involving New Jersey and/or federal funds

- Obtain state and/or federal approvals where required
- Certify satisfactory completion of work to authorize progress payments

7. Specialized Services:

- Provide information concerning official floodplain areas within the Borough upon receipt of fees as set forth in applicable Borough ordinances
- Determine escrow payments for soil removal permits and applications to land use boards as needed
- Perform follow-up site investigation and map corrections for approved Planning and Zoning Board applications (except major site plan and subdivision applications)
- Prepare occasional maps and charts at request of Planning Board Chair
- Appear before and serve as advisor to boards, commissions and agencies upon request

8. Special Services (when authorized by Mayor and Council):

- Perform engineering services for capital projects
- Perform design services for municipal facilities including roads, parks, bikeways, storm drains and sanitary sewers
- Prepare applications and supporting materials for permits/approvals of agencies having jurisdiction
- Perform construction phase services including contract administration and on-site inspection
- Perform special investigations and prepare special reports
- Update tax maps
- Review major subdivisions and major site plans (Borough Engineer will be reimbursed by applicant's retainer for engineering inspection review and/or services)

D. Proposal Requirements

Proposals shall include the following information:

1. Executive Summary (maximum 3 pages)
 - Overview of firm's qualifications and approach
 - Summary of understanding of Borough's needs
2. Firm Information:

- Name, address, telephone number of firm
- Key contact person information
- Business organization description (corporation, partnership, etc.)
- Names and addresses of all principals
- Years in business under current name
- Years under current management
- Organizational chart
- Number of employees

3. Professional Qualifications:

- Professional Engineer license information for key personnel
- Resumes of key employees who would perform services
- Relevant experience in municipal engineering (minimum 3 years)
- Description of similar municipal clients served
- References from at least three (3) municipal clients (name, address, contact person, phone number)
- Professional liability insurance certificate

4. Technical Approach:

- Narrative statement demonstrating understanding of Borough's needs and goals
- Description of services to be performed directly by proposer
- Description of any subcontracted services and identification of subcontractors
- Commitment to quality management
- Proposed staffing plan and availability
- Description of office hours and Borough presence plan

5. Experience and Past Performance:

- Description of relevant projects completed in last five (5) years
- Specific experience with New Jersey municipal requirements
- Experience with NJDOT grant applications
- Experience with land use board applications and reviews
- Experience with capital project management

- Any specialized certifications or qualifications

6. Fee Structure:

- Annual retainer fee for regular services
- Hourly rates for special services by staff level/position
- Rate sheet for different types of services
- Travel and expense reimbursement policy
- Fee structure for emergency services

E. Contract Terms

- Duration: Initial term of three (3) years with option for two (2) additional one-year extensions
- Compensation: Annual retainer plus additional fees for special services as authorized
- Insurance: Professional liability insurance minimum \$1,000,000; General liability minimum \$1,000,000
- Termination: Either party may terminate with 60 days written notice

Evaluation Criteria

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	

RFP Proposal Form

BOROUGH ENGINEER SERVICES PROPOSAL

Firm Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ **Fax:** _____

Email: _____

Contact Person: _____

Professional Engineer License #: _____

Years in Business: _____

Federal Tax ID #: _____

Annual Retainer Fee Proposed: \$ _____

Hourly Rates:

- Principal Engineer: \$ _____ /hour
- Project Engineer: \$ _____ /hour
- Engineering Technician: \$ _____ /hour
- Administrative: \$ _____ /hour

I/We hereby propose to provide Borough Engineer Services for the Borough of Fanwood in accordance with the specifications and requirements set forth in this RFP.

Signature: _____

Print Name: _____

Title: _____

Date: _____

[Remainder of standard forms follow same format as sample RFP...]

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 statutes 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: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

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 AFFIDAVIT

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 _____, 2025

Signature

NOTARY PUBLIC

NAME OF AFFIANT

ADDENDA ACKNOWLEDGEMENT

THIS MUST BE SUBMITTED WITH YOUR BID

- Please sign this sheet to indicate that you have received all the addenda that have been prepared for this project.
- List on this sheet all the addenda that you have received.
- In the event that no addenda were issued, were necessary please initial below to indicate that you have not received any addenda.

[illegible]

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	