

**BOROUGH OF HIGHLANDS
42 SHORE DRIVE
HIGHLANDS, NJ 07732
October 26, 2015**

REQUEST FOR PROPOSALS

Lead Inspection Services and Lead Removal Project Management Services

Due Date: November 13 at 1:00PM EST

REQUEST FOR PROPOSALS
Lead Inspections and Lead Hazard Removal Project Management Services
Borough of Highlands, New Jersey

The Borough of Highlands seeks professional lead inspection and project management consulting services for properties participating under the State of New Jersey Lead Hazard Reduction Program.

The Borough has been awarded a lead hazard reduction grant to remove lead from homes affected by Superstorm Sandy. The consulting services include but are not limited to: Inspections, risk assessments, cost estimates, development of scope of work, monitoring inspections, and clearance certifications.

All services must comply with state and local laws and be in accordance with the existing rules, orders, directives, regulations and handbooks promulgated by the United States Department of Housing and Urban Development.

Scope of Services may be obtained at the Borough of Highlands Clerk's Office 42 Shore Drive, Highlands, NJ 07732, during regular business hours (9:00 am to 4:00 pm), or by visiting the Borough website at www.highlandsnj.com.

Proposals are due in **an original and two (2)** copies submitted to the Borough of Highlands, 42 Shore Drive, Highlands, NJ 07732; Attention: Tim Hill "RFP- Lead Inspection and Removal Services" on or before 1:00 pm (EST prevailing time) on **November 13, 2015. NO LATE PROPOSALS WILL BE ACCEPTED.** The Borough of Highlands reserves the right to reject any and all proposals and to waive any informality. No proposal may be withdrawn for a period of sixty (60) days without written consent of the Borough. The Borough also reserves the right to terminate for convenience, at any time during the term of the contract. This solicitation is being made in accordance with the New Jersey Local Unit Pay to Play Law (NJSA 19:44A 20.4 et seq.) as a "fair and open" process.

October 26, 2015

Legal Advertisement

REQUEST FOR PROPOSALS
Lead Inspections and Lead Hazard Removal Project Management Services
Borough of Highlands, New Jersey

Purpose and Intent

This Request for Proposal (RFP) is issued by The Borough of Highlands. The purpose of this RFP is to solicit bid proposals for the purpose of hiring a Contractor to provide lead evaluation and some project management services in support of the Lead Hazard Reduction Program (LHRP).

The Borough of Highlands will be administering LHR funds for the benefit of Borough of Highlands residents. Contracts will be awarded to successful bidders for an initial period of one (1) year. The contract may be extended for another 12 month period for a maximum of two (2) years at the sole discretion of The Borough of Highlands.

The intent of this RFP is to award contracts to those responsible bidders whose bid proposals, are most advantageous to the Borough of Highlands price and other factors considered. However, the Borough reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed in the Borough's best interest.

The terms and conditions set forth in this RFP should be read carefully and in conjunction with the final contract would comprise the binding agreement.

Bidder Responsibility

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

Cost Liability

The Borough of Highlands assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

Contents of Bid Proposal

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, **N.J.S.A. 47:1A-1 et seq.**, and the common law. Because the Borough proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The Borough of Highlands reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly Boroughd in a cover letter. **The Borough will not honor any attempt**

by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible Borough using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the Borough or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

Bid Opening

On the date and time bid proposals are due under the RFP, only the names of the bidders submitting bid proposals will be publicly announced. The contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the director.

Price Alteration

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

QUALIFICATIONS OF BIDDERS/CONTRACTOR:

1. An eligible bidder shall be certified by the New Jersey Department of Community Affairs as a lead evaluation contractor in accordance with N.J.A.C. 5:17 Lead Hazard Evaluation and Abatement Code and shall either be certified or employ individuals certified by the Department of Health and Senior Services as an inspector/risk assessor or shall contract with same for the provision of services under this RFP.
2. All X-ray Fluorescence (XRF) Analyzers utilized to perform testing shall be properly registered with the appropriate agency (State or Federal) responsible for the regulation of radioactive materials. Inspector/Risk Assessors utilizing XRF analyzers shall have received the manufacturer's training on the use and care of the XRF analyzer. Lead evaluation contractor's shall have a maintenance plan for XRF analyzers which includes a maintenance and re-sourcing schedule which limits, to the greatest extent feasible, the down time for equipment and which shall not adversely impact on the contractor's ability to perform under any contract with the Borough of Highlands. Only XRF models which require no substrate correction on common building components or surfaces shall be used.
3. Dual license carriers (lead evaluation and lead abatement) shall not perform lead hazard reduction work funded in whole or in part by the LHRP Fund or any federally funded program if they have provided the lead services listed herein for that project.
4. Experience-
 - A. The firm must have two (2) years of experience in all of the following:

- i. Lead Inspection/Risk Assessment
 - ii. Housing Inspection for code violations, structural and system integrity and systems in danger of failure and moisture infiltration analysis
 - iii. Housing Renovation, planning, design and monitoring of lead hazard reduction activities including collection of environmental samples and interpreting test results and environmental report writing; and
 - iv. Housing renovation, planning, design and monitoring of rehabilitation activities including report writing.
 - B. Any individual performing lead evaluation services must have a minimum of (1) year of experience in Lead Inspection/ Risk Assessment and planning, design and monitoring of lead hazard reduction projects, collection of environmental samples and interpreting test results, and environmental report writing.
 - C. Any individuals performing housing inspection must have a minimum of 5 years experience in the identification of residential dwelling efficiencies, diagnosing the underlying causes for deficiencies and formulating recommendations for their proper repair and return to functionality.
5. The lead evaluation contractor shall employ sufficient staff and equipment to perform under the contract. Bidders shall provide a staffing plan and project organizational plan that details their ability to handle multi-engagements. Special skills such as bi-lingual inspector/risk assessors shall be identified. Resumes of all individuals assigned to the contract shall be included in the bid submission together with a list of all XRF equipment available for use under the contract. XRF equipment list shall include the manufacturer, model, serial number, age of source and scheduled date for source replacement. Only XRF equipment which does not require substrate correction for common building materials shall be used to perform tasks under this contract.
 6. Lead evaluation contractors must have the capacity to receive work orders for services, transmit inspection/risk assignment, clearance and monitoring reports via the internet.
 7. Disclosure required: Bidders must disclose any financial, business or family ties to any licensed lead abatement contractor, the principals of the corporation when the licensed abatement contractor is a corporation, or any employees of, or subcontractors of a licensed abatement contractor.
 8. Contractors Submission of Collected Data. The lead evaluation firm agrees to electronically submit test results (data) in an acceptable data file formats which may be as follows: Microsoft Access 2K; Dbase III, IV,5; Microsoft Excel 2K; Exchange; Lotus 123; Outlook; Paradox; Text Files; and ODBC Databases. Internet access shall be required.

GENERAL REQUIREMENTS:

1. **Scheduling lead services-** bidders must be able to respond to work orders within the following timeframes:
 - a) **Request for inspection/risk assessment, including Scope of Work/Contact with Borough and Home Inspection** – contact with property owner within two (2) business

days with an appointment for testing within five (5) business days of the original work order. A Confirmatory notice via e-mail will be transmitted to the Borough within twenty-four (24) hours of scheduling appointments. Inspection/ risk assessment and home inspection reports, including full scopes of work/cost estimates for both lead and housing deficiencies shall be supplied to the Borough via e-mail within seven (7) days of the date of inspection. Hard copies of the inspection/risk assessment shall be supplied to property owner (either directly or through the Borough at the Borough's discretion) within ten (10) days of date of inspection.

- b) **Clearance inspection and environmental sampling and Report of Work Deficiencies/Completion**- requests for clearance will be received directly from the lead abatement contractor on approved projects on a normal business day (excludes weekends and Borough holidays). Response to requests will be the same day or next day with laboratory test results transmitted to the lead abatement contractor, owner and DCA within twenty-four (24) hours of testing. Requests for clearance received on weekends and Borough holidays shall be responded to on the business day following the weekend or holiday. A report on work deficiencies/ completion (scope validation) shall be provided immediately upon completion of the clearance inspection.
 - c) **Validation of rehabilitation Work completion**- requests for validation of rehabilitation work completion will be received directly from the contractor or property owner on a normal business day as referenced in b) above. Response to requests will be the same day or next day with a report on work deficiencies/completion (scope validation) provided to the contractor, owner and Borough within twenty-four (24) hours of the inspection.
 - d) **Project Management** – provide a qualified individual to review bid proposals, change order requests, to conduct routine and regular onsite monitoring, recommend draw authorizations and extensions to anticipated project completion date. Work to be performed within twenty-four (24) hours of request from the contractor or owner and as directed by the Borough. Detailed Site Visit Reports will be prepared and submitted to the Borough within twenty-four hours of completion of site visit. Weekly Project Management Reports shall include all critical activities from initial receipt of Work Order through Project Close Out.
 - e) **Consultation/Monitoring** – within two (2) business days of work order.
2. **No show/no entry**- the bidder shall provide the details of their no show/no entry policy. A no show/no entry is when a property owner or occupant fails to keep a scheduled appointment and the inspector/risk assessor is unable to gain entry to perform the inspection/risk assessment.
 3. **Lighting** – the bidder shall provide to the property owner in advance a notice that includes the cost for their provision of lighting.
 4. **Subcontracting** – Bidders shall include a list of all subcontractors to be used in the fulfillment of the contract. They shall also provide all information required herein at “Qualifications of Contractor” for each subcontractor.
 5. **Emergency Services** – Bidders shall provide details on what led services will be available on an emergency basis. Emergency services shall be completed same day and may be required after hours, on weekends or holidays. Emergency services shall be priced separately from regular services.

LEAD SERVICES- INSPECTION/RISK ASSESSMENT & SKETCHES:

Lead Inspection/Risk Assessment and Sketches: Lead evaluation firms must provide a combined lead inspection/risk assessment and sketches which conform to N.J.A.C. 5:17 Lead Hazard Evaluation and Abatement Code and the recommendations found in the HUD Guidelines at Chapter 5 and Chapter 7 (as revised in 1997). The lead inspection will include surface by surface XRF testing to be conducted on the interior painted/coated fixtures, to determine the location of lead-based paint. The risk assessment shall include the identification of any lead-based paint hazards, lead dust hazards and lead soil hazards. Dust wipes shall be single surface dust wipes. Sketches shall provide a sufficient level of detail, which at a minimum displays the number and location of windows and doors and the location of environmental samples obtained for dust and soil. Room names shall remain consistent from XRF test results, sketches and scopes of work.

Unit pricing for inspections shall include the provision of a user friendly report which can be transmitted electronically to the Borough. The pricing shall presume an average housing unit of ten (10) rooms and/or room equivalents.

LEAD SERVICES- IDENTIFICATION OF CAUSATIVE FACTORS:

A home inspection for code violations, structural and system integrity and systems in danger of failure and moisture infiltration analysis shall be performed. At a minimum the moisture infiltration analysis shall include the completion of the "Moisture Audit of Residential Structures" form at Appendix B. Identification of dust reservoirs shall also be included and reported using the "Floor Condition Survey" provided at Appendix B. Using these documents and a standard home inspection report form, the qualified home inspector shall confirm the presence or absence of adverse housing conditions. Should one of those conditions be present, the home inspector and/or inspector/risk assessor shall indicate if it appears to be a contributing or causative factor in the deterioration of known lead-based paint or a contributing factor to the presence of a lead dust hazard by acting as a reservoir for dust. A summary of all findings shall be prepared and included.

LEAD SERVICES- SCOPES OF WORK AND SPECIFICATIONS:

Scopes of work shall be prepared for each housing unit (including exterior and common areas) for the following activities:

1. A Lead hazard control scope of work shall be prepared. The scope shall be prepared utilizing the hybrid treatment method (see Appendix A) and for federally funded projects with a Notice of Violation issued by the Local Board of Health, the scope shall be prepared using abatement methods for all interior lead hazards and interim control of exterior lead hazards unless prohibited otherwise by the health department.
2. A rehabilitation scope of work shall be prepared. The scope shall include any of the following as required:
 - a) Work necessary to correct housing conditions identified on the Moisture Audit of Residential Structures and Floor Condition Survey provided at Appendix B when those housing conditions contribute to the presence of a lead-based paint or lead dust hazard.
 - b) Work necessary to correct water damage.
 - c) Work necessary as a result of lead treatments such as upgrades to insulation and/or electric when leaded walls are removed.

- d) Work necessary to address other housing deficiencies at the direction of the Borough.

Lead hazard control scopes of work shall identify, in general terms, the quantity, location and nature of the work that must be performed (i.e., replace the A1 and A2 windows in Room 5 – Kitchen).

Specifications shall identify the preparation required for the activity, provided guidance on how the activity should be performed, and provide minimum standards for; materials to be used, replacement components and finishes.

For lead hazard reduction utilizing abatement methods, scopes of work and lead specifications must conform to the preparation and treatment methods found at N.J.A.C. 5:17 Lead Evaluation and Abatement Code. The preparer must insure that the treatment methods selected comply with the appropriate project completion criteria established by LHRP. Project completion criteria choices are provided at Appendix A. The preparer shall utilize good building practices together in consultation with the property owner to determine the actual treatment method to be used when the LHRP provides a choice of treatment method (i.e. enclosure, replacement, encapsulation or paint removal). If the housing unit is under a Notice of Violation with an order from the local board of health to abate lead-based paint hazards, the scope of work and lead specifications must conform with the requirements at N.J.A.C. 8:51 Childhood Lead Poisoning.

For lead hazard reduction utilizing interim controls, scopes of work and lead specifications must conform to the preparation and treatment methods found at 24 CFR 35.1330(b) Lead Safe Housing Rule and Chapter 11 of the HUD Guidelines. The preparer must insure that the treatment methods selected comply with the LHCA Fund hybrid treatment method (see Appendix A). The preparer shall utilize good building practices together in consultation with the property owner to determine the actual treatment method to be used when the LHCA Fund hybrid treatment method provides a choice of treatment (i.e., paint stabilization or temporary barrier).

For work necessary to correct housing conditions that contribute to the presence of lead-based paint hazards or lead dust hazards a rehabilitation scope of work shall be prepared which identifies the methods to be used to repair and/or correct the housing condition utilizing good building practices together in consultation with the property owner to determine the actual treatment method to be used.

Rehabilitation scopes of work for correction of housing conditions that contribute to the deterioration of lead-based paint (causative factors) and specifications must be provided on a room-by-room basis, with each specific component being treated identified, (i.e., Room 5, Kitchen – replacement of window sashes of windows A1, A2, & B2). If a component has multiple parts, such as window trim, each part requiring treatment must be identified (i.e., Room 6, Bedroom – wet scrape and paint interior window casings, stool, and apron.) Specifications shall identify the preparation required for the activity, provide guidance on how the activity should be performed, and provide minimum standards for materials to be used, replacement components and finishes.

Rehabilitation scopes of work must include the appropriate quantity, dimensions or measurements for the component being treated (i.e., Room 5, Kitchen – enclose all walls 400 sq. ft.).

Both lead hazard control and rehabilitation scopes shall be developed to insure that there will not be an adverse effect on an historic building or a contributing building within an historic district.

LEAD SERVICES – COST ESTIMATES:

A line item cost estimate for each lead, rehabilitation or other home improvement scope of work shall be prepared which coincides with the line items in the scope of work. The basis for costs to be used in the contract shall be identified in the bid and the mechanism to be utilized to insure cost estimates reflect market conditions shall be provided.

LEAD SERVICES – CONTRACTOR BID PACKAGES:

Bid packages designed for contractors who will be performing work shall be prepared in format that allows for line-item bidding. The bid document shall coincide with the cost estimate to allow for easy comparison of pricing.

Bid packages for lead abatement work must allow for the provision of the following bidder's information: Name of licensed abatement firm, name of individual preparing bid, relationship to licensed firm, firm's license number, date of bid preparation and time period for which the bid is good and the estimated time to complete work. The bid document shall be bound together with a sequential list of XRF test results, a copy of any Notice of Violation issued by the Local Health Department/Abatement Order, and sketches. Owners shall be provided three bound copies.

Bid packages for repair of causative factors work or other home improvement work must allow for the provision of the following bidder's information: Name of firm, name of individual preparing bid, relationship to firm, firm's license or registration number, date of bid preparation and time period for which the bid is good and the estimated time to complete work.

LEAD SERVICES – CONSULTATION:

Bidders shall provide an hourly rate for consultation services. Consultation may include, but is not limited to, participation in meeting, conferences or committees to improve services funded by the Lead Hazard Control Assistance Fund. Contract kick-off meetings and/or meetings with DCA required to perform the duties under this RFP shall not be billed as consultation services.

LEAD SERVICES – CLEARANCE TESTING & REPORTING AND RE-CLEARANCE:

Clearance testing in accordance with N.J.A.C. 5:17 Lead Evaluation and Abatement Code shall be performed following the completion of lead-based paint abatement in LHCA Fund projects, except that dust wipes shall be single surface dust wipes and the visual inspection shall include determination whether an item on the scope of work was completed using the treatment method specified. Clearance reports shall include the requirements at 24 CFR 35.1340(c) Lead Safe Housing Rule and a scope validation/deficiency report.

Clearance testing and reporting and scope validation shall be performed following the completion of lead abatement, interim control work and may be required following renovation work.

The inspector/risk assessor may not have a financial, business or family tie to the licensed abatement contractor, the principals of the corporation when the licensed abatement contractor is a corporation, or any employees of, or subcontractors of the licensed abatement contractor.

Samples obtained for re-clearance for areas or surfaces which failed during the initial clearance shall be processed in accordance with applicable federal and borough codes and scope validations shall be updated at the time of re-clearance if necessary.

LEAD SERVICES – PROPERTY MAINTENANCE PLAN:

Property maintenance plan shall be prepared for each project. Property maintenance plans must include a list of all leaded components, identify which have been treated and which have not, describe the treatment where applicable (enclosure, replacement, stripping, encapsulation, stabilization) and describe the actions that must be taken to maintain the integrity of the treatments. The maintenance plan must also include steps the property owner should take to insure any untreated leaded surfaces and/or components remain lead-safe.

LEAD SERVICES – REVIEW & UTILIZATION OF EXISTING INSPECTION/RISK ASSESSMENTS AND UPDATES TO RISK ASSESSMENTS:

Existing inspection/risk assessments or hazard assessments prepared by a local health department may be utilized in lieu of new testing to develop scopes of work when the evaluation was performed within 1 year of the work order date.

The existing evaluation shall be reviewed to determine if the testing protocols conform to LHCA Fund requirements which are a combined lead inspection/risk assessment for prevention cases and for poisoning response cases a hazard assessment that conforms to the requirements of N.J.A.C. 8:51 Childhood Lead Poisoning. If they do not conform, the inspector/site visit of the property shall be conducted.

The owner and the Borough will determine if the existing report can be supplemented or if a complete new evaluation must be performed. Cost for supplemental XRF testing shall be billed as consultation hours.

LEAD SERVICE – DIGITAL PHOTOGRAPHS:

Digital photographs shall be provided with the inspection/risk assessment. Photographs shall be .jpeg format and shall at a minimum show each side of the dwelling, a full front façade photograph, a street scape showing the placement of the property from three perspectives; left, right and across, any out buildings, at least one photograph of each room and /or room equivalent with complete photographs of each kitchen and bath and any significant features of the remainder of the interior of the dwelling such as moisture damaged areas and special or intricate components or surfaces. Photo shall be high quality resolution (a minimum of 7 megapixels per inch).

LEAD SERVICES – PROJECT MANAGEMENT:

Project management shall include the following:

- i. Review of documents – A review of the lead inspection/risk assessment performed by the inspector/risk assessor, moisture audit, dust hazard survey, home inspection report and scopes of work to address causative factors or other housing deficiencies for accuracy and completeness. If applicable, a comparison of the inspector/risk assessment shall be made with hazard assessment prepared by the local health department for consistency. A written confirmation that

the scope of work provides for appropriate treatments of all identified lead hazards and housing deficiencies which contribute to the deterioration of paint (referred to as causative factors) and any other housing condition that the Borough deems are necessary. The review of cost estimates for the lead abatement work and any rehabilitation work for accuracy and completeness. An evaluation of the rehabilitation work to ensure that the rehabilitation contractors will not disturb lead-based paint in the performance of the work.

- ii. Document Delivery Meeting with property owners – Delivery is inspection/risk assessment reported, lead and rehabilitation scopes of work, bid documents (3 bound copies of each type of bid document), and lead and rehabilitation cost estimates to the property owner in a face-to-face meeting at the project site. Instructions shall be given to the property owner on how to read the materials. A review of all proposed treatments and written acceptance by the owner shall be obtained. Instructions shall be given to the property owner on how to use the cost estimates to compare pricing.
 - iii. Bid Review and Submission to the Borough – Review of bid proposals submitted by the owner. Review shall include determining the bid is completed, verifying accuracy of bid total, verifying licensure/registration of the contractor and reviewing any notations made to the bid document to ensure changes to the treatments or materials have not been made. All bids shall be forwarded to the Borough with any deficiencies noted. For federally funded projects this shall include verifying that contractors performing interim controls or home improvements are certified firms in accordance with 40 CFR 745 Rehabilitation, Repair and Painting Rule and that all individuals assigned to the project received classroom training in lead safe work practices.
4. Contractor and Owner Meeting – A meeting with the contractor and project manager together with the owner shall be conducted. The meeting shall include determination of a project schedule, work duration, and work phasing, relocation timing as well as the process for change orders, extensions to anticipated project completion date, onsite inspections conducted by the project manager, criteria for an advance payment, interim payments and final payment. The project schedule shall include the dates a contractor must apply for permits and if applicable a 10-day notice. A project schedule signed by the project manager, contractor(s) and owner shall be provided to the Borough.
 5. Onsite Project Monitoring – Onsite inspections of projects shall begin on day 1 of the project schedule to insure projects have started as agreed. Regular onsite inspections of at least once every five (5) business days shall be performed while work is ongoing. Project manager must have the applicable training to enter an active lead abatement job performing interior level four work. Onsite project management shall include; checking individual's certifications, checking occupancy of the work site, checking for changes to the scope of work and evaluating the quality of the work and materials used on the project. Onsite inspection reports shall be prepared for each visit and submitted to DCA within twenty-four (24) hours of visit.
 6. Change Orders – The project manager shall review requests for change orders submitted by the property owner and contractor to ensure they are unanticipated, necessary and reasonable in cost. In accordance with direction to be provided by DCA, the project manager shall submit the change order request together with their recommendation for approval/disapproval to the DCA.
 7. Project Completion – Working with the inspector/risk assessor, the project manager shall:

- i. Insure all lead abatement work including all approved change orders has been completed in accordance with the approved scope of work, that the project has achieved clearance which includes a visual inspection conducted by the inspector/risk assessor, and the passage of environmental samples taken by the inspector/risk assessor and that the lead abatement contractor obtained a Certificate of Clearance issued by the Local Construction Official.
- ii. Insure all interim control work including all approved change orders has been completed, if any, in accordance with the approved scope of work and that the work has achieved clearance which includes a visual inspection conducted by the inspector/risk assessor and the passage of environmental samples taken by the inspector/risk assessor.
- iii. Insure all causative factors work including all approved change orders was properly completed in accordance with the approved scope of work and any permits have been closed with the appropriate Certificate issued by the Construction Official.
- iv. Recommend to DCA the issuance of payment from the escrow account for all approved work.
- v. Submit a final clearance report and maintenance plan by the licensed lead evaluation firm.
- vi. Submit a project completion report.

LEAD STATUS CERTIFICATES

Following the completion of each project, the Lead Evaluation Contractor shall issue the appropriate Certificate (Lead Free, Lead Free Interior or Lead Hazard Free) in accordance with the requirements at N.J.A.C. 5:17-3.6(b) or (c) as applicable.

GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal **and two (2) unbound, complete and exact copy** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the Borough in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

BID PROPOSAL CONTENT

The bid proposal should be submitted in one volume and that volume divided into four (4) sections with tabs (separators), and the content of the material located behind each tab, as follows:

- Section 1 – Forms
- Section 2 – Technical Proposal
- Section 3 – Organizational Support and Experience
- Section 4 – Cost Proposal

ADDITIONAL REQUIREMENTS – TO BE COMPLETED AND ATTACHED:

- ___Appendix A - MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
- ___Appendix B- AMERICANS WITH DISABILITIES ACT OF 1990
- ___NOTICE, REVISION OR ADDENDA RECEIPT ACKNOWLEDGEMENT FORM
- ___DISCLOSURE OF OWNERSHIP
- ___NON-COLLUSION AFFIDAVIT
- ___LIST OF SUBCONTRACTORS
- ___STATE OF NEW JERSEY, DIVISION OF PURCHASE AND PROPERTY
Disclosure of Investment Activities in Iran.

OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership, or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to www.nj.gov/njbgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

TECHNICAL PROPOSAL

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. the bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the bid proposal should contain at least the following information.

MANAGEMENT OVERVIEW

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the Borough that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should convince the Borough that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the borough that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

CONTRACT MANAGEMENT

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the Borough Contract Manager or designee including, but not limited to, status meetings, status reports, etc.

POTENTIAL PROBLEMS

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

MANDATORY ATTACHMENTS

All potential bidders must supply a sample of each of the following:

- i. A combined inspection/risk assessment report on a residential dwelling with a minimum of 20 components/surfaces that are hazardous,
- ii. A scope of work for lead work to correct hazards identified in i) above
- iii. A copy of the bid specifications utilized by the Bidder to produce the lead scope of work in ii) above
- iv. A lead abatement contractor bid document for the lead work in ii) above
- v. A cost estimate for the lead work in ii) above
- vi. A sample home inspection report for the residential dwelling used as a sample in paragraph i) above with at least 5 housing deficiencies
- vii. A sample scope of work for correction of deficiencies identified in vi) above.
- viii. A copy of the bid specifications utilized by the Bidder to produce the scope of work in vii) above
- ix. A home improvement (or other appropriate contractor) bid document for the scope of work in vii) above
- x. A cost estimate for the home improvement work in vii) above
- xi. Digital photos of the sample residence

- xii. A sample field visit/onsite monitoring report for services like those at 3.13.5 Onsite Project Monitoring.
- xiii. A sample clearance report including the results of a visual inspection and environmental sampling
- xiv. A sample work completion/verification form for lead treatments listed at ii.
- xv. A sample work completion/verification form for work listed at vii.
- xvi. A sample maintenance plan for the selected project.

Failure to provide all acceptable samples to the Borough with the bid will result in the bidder being determined non-responsive.

LOCATION

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

Clearly identify the individual's previous experience in completing similar contracts. Beginning and ending dates should be given for each similar contract. A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP. With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

BACKUP STAFF

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the

services required by this RFP. For each such contract, the bidder should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the Borough with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial Statements to include a balance sheet, income Statements and Statements of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial Statements are not available, the bidder should provide either a reviewed or compiled Statements from an independent accountant setting forth the same information required for the certified financial Statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial Statements and other information included in the Statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the Statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the Borough may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the borough may deem the proposal non-responsive.

A bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the Bid Proposal.

The Borough reserves the right to make the determination to accept the assertion and shall so advise the bidder.

PRICE SCHEDULE

The bidder must submit its pricing using the format set forth in the Borough supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, any addendum to this RFP, the contractor's bid proposal and the Borough's Notice of Award.

In the event of a conflict between the provisions of this RFP and any addendum to this RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of 1 year. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for an additional period of up to one (1) year, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.

CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Borough Business Administrator.

CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the Borough may have arising out of the contractor's performance of this contract.

OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the borough of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the Borough of New Jersey and shall be delivered to the Borough upon 30 days notice. With respect to software computer programs and/or source codes developed for the Borough, the work shall be considered "work for hire", i.e., the Borough, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, contractor or

subcontractor hereby assigns to the Borough all right, title and interest in and to any such material, and the Borough shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the Borough a non-exclusive, perpetual royalty free license to use any of the bidder/contractor's Background IP delivered to the Borough for the purposes contemplated by the Contract.

DATA CONFIDENTIALITY

All financial, statistical, personnel and/or technical data supplied by the Borough to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from Borough contracting.

LICENSES AND PERMITS

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the Borough Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

CLAIMS AND REMEDIES

CLAIMS

All claims asserted against the Borough by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59: 13-1, et seq.

REMEDIES

Nothing in the contract shall be construed to be a waiver by the Borough of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly Borough in a writing executed by the Director.

REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting

contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the Borough by the defaulting contractor.

BOROUGH'S OPTION TO REDUCE SCOPE OF WORK

The Borough has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Borough Administrator or designee, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

SUSPENSION OF WORK

The Borough Administrator or designee may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the Borough Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule or performance. The director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

CHANGE IN LAW

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the Borough Administrator or designee in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

N.J.S.A. 10:5-33 requires that:

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

- a) 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 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 contracting officer setting forth the provisions of this nondiscrimination clause;

- b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, borough 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;
- c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union 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."

INSURANCE – PROFESSIONAL LIABILITY INSURANCE

d) Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the Borough. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice insurance carrier an endorsement for retroactive coverage.

EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

TECHNICAL EVALUATION CRITERIA

- A) The bidder's general approach and plans in meeting the requirements of this RRP.
- B) The bidder's detailed approach and plans to perform to services required by the Scope of Work of this RFP.
- C) The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- D) The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.
- E) The overall ability of the bidder to mobilize, undertake and successfully complete the contract. The judgment will include, but not limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to

complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

EVALUATION OF THE BID PROPOSALS

The Evaluation Committee will complete its evaluation and recommend to the Director for award the responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the Borough, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process.

REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of Borough government procurement by imposing restrictions to insulate the negotiation and award of Borough contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted **N.J.S.A.** 19:44A-20.13-25 on March 22, 2005 the "Legislation"), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure Statements on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c 271, section 3 if the contractor receives contracts in excess of \$50,000 from public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532.

FINAL CONTRACT AWARD

Contract award(s) shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is (are) most advantageous to the Borough, price, and other factors considered. Any or all bid proposals may be rejected when the Borough Treasurer or the Director determines that it is in the public interest to do so.

INSURANCE CERTIFICATES

The contractor shall provide the Borough with current certificates of insurance for all coverage required by the terms of this contract, naming the Borough as an Additional Insured.

ADDITIONAL REQUIREMENTS – TO BE COMPLETED AND ATTACHED:

1. ___ Appendix A - **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**
2. ___ Appendix B- AMERICANS WITH DISABILITIES ACT OF 1990
3. ___ NOTICE, REVISION OR ADDENDA RECEIPT ACKNOWLEDGEMENT FORM
4. ___ DISCLOSURE OF OWNERSHIP
5. ___ NON-COLLUSION AFFIDAVIT
6. ___ LIST OF SUBCONTRACTORS
7. ___ STATE OF NEW JERSEY, DIVISION OF PURCHASE AND PROPERTY
Disclosure of Investment Activities in Iran.

APPENDIX A

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

(Mandatory Affirmative Action Language)

FOR GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS:

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

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not 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 Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

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

The Vendor or subcontractor, where applicable, will send to each labor union 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 union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor 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 Vendor 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 Vendor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin,

ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

FOR CONSTRUCTION CONTRACTS:

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

The Vendor 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 Vendor 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 Vendor 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 Vendor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, 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 Vendor or Subcontractor where applicable, will send to each labor union 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 union or workers; representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor or Subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and Americans with Disabilities Act.

When hiring workers in each construction trade, the vendor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Affirmative Action Office may, in its discretion, exempt a vendor or subcontractor from compliance with the good faith procedures prescribed by the following provisions A, B, and C, as long as the Affirmative Action Office is satisfied that the vendor is employing workers provided by a union which provides evidence, in accordance with the standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are a minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the Treasurer pursuant to P.L. 1975, c 127, as amended and supplemented from time to time. The vendor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- A) If the vendor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the vendor or subcontractor shall within three (3) days of the contract award, seek assurances from the union that it will cooperate with the vendor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as supplemented and amended from time to time. If the vendor or subcontractor is unable to obtain said assurances from the construction trade union at least five (5) days prior to the commencement of construction work, the vendor or subcontractor agrees directly to attempt to hire minority and female workers consistent with the applicable employment goal. If the vendors or subcontractors prior experience with the construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the vendor or subcontractor agrees to prepare to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (B) below; and the vendor or subcontractor further agrees to immediately take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority or female workers consistent with the applicable employment goal.**
- B) If the hiring of workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the vendor does not have referral agreement or arrangement with a union for a construction trade, the vendor or subcontractor agrees to take the following action consistent with the applicable county employment goals:**
 - 1. To notify the Public Agency Compliance Officer, Affirmative Action Office, and at least**

one approved minority referral organization of its manpower needs and request referral of minority and female workers;

2. To notify any minority and female workers who have been listed with it as awaiting available vacancies.
3. Prior to commencement of work, to request the local construction trade union, if the vendor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;
4. To leave standing request for additional referral to minority and female workers with the local construction trade union, if the vendor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
5. If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the vendor or any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975. C. 127;

To adhere to the following procedure when minority and female workers apply or are referred to the vendor or subcontractor:

- i) If said individuals have never previously received any document or certifications signifying a level of qualification lower than required, the vendor or subcontractor shall determine the qualifications of such individuals and if the vendors or subcontractors workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a vendor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency, is acceptable to the Affirmative Action Office and provided further, that, if necessary, the vendor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these rules. All of the requirements of this paragraph, however, are limited by the provisions of (C) below.
 - ii) If the vendors or subcontractors workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first considerations in the event the vendors or subcontractors workforce is no longer consistent with the applicable employment goal.
 - iii) If, for any reason, said vendor or subcontractor determines that a minority individual or a female is not qualified or if the individual qualifies as an advance trainee or apprentice, the vendor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy of the Public Agency Compliance Officer and to the Affirmative Action Office.
7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Affirmative Action Office and shall be submitted promptly to that office upon request.

- C) The vendor or subcontractor agrees that nothing contained in (B) preceding provision shall preclude the vendor or subcontractor from complying with the hiring hall or apprenticeship provision in any applicable collective bargaining agreement or hiring hall arrangement, and, where, required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement: provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the vendor or subcontractor shall consider for employment persons referred pursuant to said provisions (B) without regard to such agreement or arrangement; provided further, however, that the vendor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which results in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or on the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the vendor or subcontractor agrees that, in implementing the procedures of the preceding provisions (B) it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.**
- D) The vendor agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three days after signing a construction contract; provided, however, that the public agency may extend in a particular case the allowable time for submitting the form to no more than fourteen days; and to submit a copy of the monthly Project Manning Report once a month (by the seventh work day of each month) thereafter for the duration of this contract to the Affirmative Action Office and to the Public Agency Compliance Officer. The vendor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job programs for outreach and training of minority and female trainees employed on construction projects.**
- E) The vendor 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 (NJAC 17:27).**

APPENDIX B

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The Vendor and the City of Hoboken, (hereafter "City") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. *§121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the City pursuant to this contract, the Vendor agrees that the performance shall be in strict compliance with the Act. In the event that the Vendor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Vendor shall defend the City in any action or administrative proceeding commenced pursuant to this Act. The Vendor shall indemnify, protect, and save harmless the City, 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 Vendor 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 City's grievance procedure, the Vendor agrees to a proposal by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Vendor shall satisfy and discharge the same at its own expense.

The City shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Vendor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the City or any of its agents, servants, and employees, the *City shall* expeditiously forward or have forwarded to the Vendor every demand, complaint, notice, summons, pleading, or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City of the services provided by the Vendor pursuant to this contract will not relieve the Vendor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the City pursuant to this paragraph.

It is further agreed and understood that the City assumes no obligation to indemnify or save harmless the Vendor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Vendor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Vendor's obligations assumed in this Agreement, nor shall they be construed to relieve the Vendor from any liability, nor preclude the City from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

NOTICE, REVISION OR ADDENDA
RECEIPT ACKNOWLEDGEMENT FORM
(Pursuant To Public Law 1999, Chapter 39)

Bidder's
Initials

[] No revisions and/or Addenda were received.

The BIDDER acknowledges receipt of the below listed revisions and/or addenda:

<u>Notice, Revision or Addendum No.</u>	<u>Date</u>	<u>Title or Description</u>	<u>Bidder's Initials</u>
_____	_ / _ /	_____	_____

_____	_ / _ /	_____	_____

_____	_ / _ /	_____	_____

_____	_ / _ /	_____	_____

DISCLOSURE OF OWNERSHIP

(If bidder is a Sole Proprietorship check here () and do not complete this statement)

The UNDERSIGNED, as bidder, in accordance with N.J.S.A. 52:25-24.2 (P.L. 1977, Chapter 33), declares and submits this Statement of Ownership.

Bidder is a Corporation () Partnership () Joint Venture ()

These are all shareholders or partners owning 10% or more of the stock or interest in the bidding corporation or partnership.

<u>Full Name of Individual (Stockholder)(Partner)</u>	<u>Address of Individual (Stockholder)(Partner)</u>	<u>Share(%) Owned</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
Portion owned by minority owners (less than 10%) not listed		_____
TOTAL		100%

Affiant
Bidder

Print or Type Name and Title of
Authorized Representative of

Subscribed and Sworn Before
Me this _____ day of _____, 2_____.

(Notary Public)

Signature of Affiant
(Corporate Seal)
If Applicable

My Commission Expires:

Notes:
1. Attach additional sheets in this format, if necessary.

2. The terms Corporation and Partnership encompass all forms, including, but not limited to Limited Partnerships, Limited Liability Corporations or Partnerships and Subchapter S Corporations.
3. If a corporation or partnership is shown as a greater than 10% owner, attach similar breakdown of (“its”) individual owners.
4. For a Joint Venture, provide a Disclosure in this format for each participant.

LIST OF SUBCONTRACTORS

In accordance with NJSA 40A:11-16, the bidder will set forth below the names, addresses and, if applicable, license numbers of the subcontractors to whom the bidder will subcontract work in the categories listed in connection with the erection, alteration or repair of any public building and the related site work.

WORK

SUBCONTRACTOR

If the "Document Required" box is checked on the Proposal Submission Checklist for the item "Evidence of Registration....," evidence of registration pursuant to NJSA 34:11-56.48 et seq., for all subcontractors listed must be submitted prior to award of a Contract.

NOTE: If the BIDDER will not subcontract the work described in any category above but will complete it as prime contractor, it is not necessary to name a subcontractor. In such case, the BIDDER should insert "prime contractor" in the subcontractor name space. If more than one subcontractor will be utilized in any category, attach a certificate signed by the BIDDER listing each subcontractor named in the bid for that category. The certificate shall set forth the scope of work for which the subcontractor has submitted a price quote and which the BIDDER has agreed to award to each subcontractor should the BIDDER be awarded the contract. The certificate shall be submitted to the contracting unit simultaneously with the list of the subcontractors (attached to the Proposal). The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor.

Each of the above subcontractors shall be qualified in accordance with 40A:11-1 et seq. The OWNER shall require evidence of performance security to be submitted with this proposal. Evidence of performance security may be supplied by the BIDDER on behalf of the BIDDER and any or all subcontractors, or by each respective subcontractor, or by any combination thereof which results in evidence of performance security equaling, but in no event exceeding, the total amount bid. If separate evidence of performance security will be submitted by any subcontractor,

the bid shall be accompanied by a separate certificate from a surety company in accordance with NJSA 40A:11-22.

**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____

Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and 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.

PLEASE CHECK THE APPROPRIATE BOX:

- I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited 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. I will skip Part 2 and sign and complete the Certification below.

OR

- I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State 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, and 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____