

**BOROUGH OF FAIR HAVEN**

COUNTY OF MONMOUTH

STATE OF NEW JERSEY

**PROFESSIONAL SERVICES SOLICITATION**

***FAIR & OPEN PUBLIC SOLICITATION PROCESS***

***PURSUANT TO N.J.S.A. 19:44A-20.5 ET SEQ.***

**PUBLIC NOTICE**

**FOR THE SOLICITATION OF PROFESSIONAL SERVICE CONTRACTS FOR THE YEAR 2022**

**PUBLIC OPENING OF SUBMISSIONS: TUESDAY, DECEMBER 14, 2021 AT 10:00 AM**

**COUNCIL CHAMBERS**

**NOTICE IS HEREBY GIVEN** that sealed submissions will be received by the Municipal Clerk, or designated representative, for the Borough of Fair Haven, County of Monmouth, State of New Jersey on Tuesday, December 14, 2021, 10:00 A.M. prevailing time, in the Council Chambers, Borough of Fair Haven Municipal Building, 748 River Rd., Fair Haven, NJ 07704 then publicly opened and read aloud for the following:

Administrative Agent for Affordable Housing Matters

Affordable Housing Planner

Borough Planner

Certified Tree Expert

Consulting Engineer

Financial Advisory Services

Labor Attorney

Tax Appeal Attorney

Wireless Telecommunications Consultant

Planning Board Attorney (To be appointed by the Planning Board)

Planning Board Engineer (To be appointed by the Planning Board)

Planning Board Planner (To be appointed by the Planning Board)

Zoning Board Attorney (To be appointed by the Zoning Board)

Zoning Board Engineer (To be appointed by the Zoning Board)

Zoning Board Planner (To be appointed by the Zoning Board)

Please include the following information in your request: position(s) you are applying for, company name, address, phone, fax, contact person and their email address.

All professional service contractors are required to comply with the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contracts). Submissions by Corporations and Partnerships shall include a completed Disclosure of Ownership form (N.J.S.A. 52:25-24.2) and shall include a completed Non-Collusion Affidavit.

The Borough Council reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that in their judgment will be in the best interest of the Borough. The Borough Council shall award the contract or reject all submissions no later than 60 days from receipt of same.

Allyson M. Cinquegrana, RMC  
Borough Clerk

## BOROUGH OF FAIR HAVEN

### **INFORMATION FOR PROFESSIONAL SERVICES ENTITIES** **(FAIR & OPEN PUBLIC SOLICITATION PROCESS)**

#### **1B.1 RECEIPT AND OPENING OF SUBMISSIONS**

##### **1B.1.1 OWNER AND PROJECT**

The Borough Fair Haven, Monmouth County, New Jersey (hereinafter called the "OWNER") invites submissions for the service(s) mentioned in the Public Notice for Solicitation.

##### **1B.1.2 TIME AND PLACE OF SUBMISSION OPENINGS**

Municipal Clerk and/or her designated representative will receive submissions at the time and place mentioned in the Public Notice for Solicitation, and at such time and place will be publicly opened and read aloud.

##### **1B.1.3 WITHDRAWING SUBMISSIONS**

Submissions forwarded to the Municipal Clerk and/or her designated representative before the time of opening of submissions may be withdrawn upon written application of the professional services entity who shall be required to produce evidence showing that they are or they represent the principal or principals involved in the submissions. Submission may not be withdrawn within twenty-four (24) hours of the stipulated time of opening of submissions (Saturday, Sunday, and Holidays excluded). Once submissions have been opened, they must remain firm for a period of sixty (60) days.

#### **1B.2 QUALIFICATIONS OF PROFESSIONAL SERVICES ENTITIES**

##### **1B.2.1 INDIVIDUALS PERFORMING TASKS**

Name and roles of the individuals who will perform the tasks and descriptions of their education and experience similar to the services contained herein.

##### **1B.2.2 PAST PERFORMANCE**

Documented past performance of same and/or similar service.

##### **1B.2.3 REFERENCES**

References and record of success of same or similar service.

##### **1B.2.4 DESCRIPTION OF ABILITIES**

Description of ability to provide the services in a timely fashion (including staffing, familiarity, and location of key staff).

##### **1B.2.5 COST DETAILS**

If applicable, cost details including the hourly rates of each of the individuals who will be performing services, and all expenses.

##### **1B.2.6 TECHNICAL PROCESS AND EQUIPMENT**

Description of technical process and equipment used in performing the task(s).

### **1B.3 PREPARATION OF SUBMISSIONS**

#### **1B.3.1 COMPLETION OF SUBMISSIONS**

Each submission must be provided on a Standardized Submission Form as supplied in the submission package and signed by the professional services entity or principal thereof and shall contain the name, address, and telephone number of the professional services entity. All prices and amounts must be written in ink or preferably typewritten. Each signatory to the submission must initial all erasures or corrections. Each submission, including all copies shall be contained in a sealed envelope. If using a courier or mail service, the submission is to be clearly marked "Sealed Submission Enclosed" using the label, provided, and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Submissions received after the hour herein named, or in unsealed envelopes, shall not be considered. A label has been provided for your use at the end of this document.

The Owner will not be responsible for submissions forwarded through the U.S. Mail or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to incorrect location.

The submission shall be accompanied by all forms listed in the Checklist and be completed in their entirety.

#### **1B.3.2 ERRORS IN SUBMISSIONS**

If applicable, in the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sums of the extended totals and the total submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.

### **1B.4 TIME FOR AWARD OF CONTRACT**

The contracting unit shall award the contract or reject all submissions within such time as may be specified in the invitation for submission, but in no case more than 60 days, except that the submissions of any professional services entities who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed.

The award of the Contract for this service will not be made unless the Borough's Chief Financial Officer has certified the necessary funds in a lawful manner.

### **1B.5 MODIFICATIONS OF SUBMISSIONS**

Any professional services entity may modify their submission by mail, courier or hand delivery at any time prior to the scheduled closing time for receipt of submissions. The OWNER, prior to the closing time, must receive such communication. The communication should not reveal the submission price but should provide the addition to or subtraction from or other modification so that the OWNER will not know the final price(s) or term(s) until the sealed submission is opened.

### **1B.6 REJECTION OF SUBMISSIONS**

#### **1B.6.1 MULTIPLE SUBMISSIONS NOT ALLOWED**

More than one submission from an individual, a firm or partnership, a corporation or association of principals under the same or different names shall not be considered.

#### **1B.6.2 UNBALANCED SUBMISSIONS**

Submissions, which are obviously unbalanced, may be rejected at the option of the Borough Fair Haven.

### **1B.6.3 RIGHT TO REJECT SUBMISSIONS**

The right is reserved to reject any or all submissions in whole or in part if not in compliance with the standardized submission requirements.

### **1B.6.4 METHOD OF AWARD OF SUBMISSIONS**

The right is reserved by the Borough Fair Haven to award submissions on a “*service by service*” basis, “*per project*” basis, *in part or in whole* as determined by the Borough Fair Haven.

### **1B.6.5 RIGHT TO WAIVE INFORMALITIES RESERVED**

The owner expressly reserves the right to waive any informality in any submission, and to accept the submission, which in the Borough Fair Haven’s judgment serves its best interests.

## **1B.7 PROFESSIONAL SERVICES ENTITY REFERRED TO LAWS**

The attention of the professional services entity is especially directed to the provisions of Federal, State, County and Local Government statutes and regulations that may apply to the work.

## **1B.8 PAYMENT**

All respondents will provide a Claimants Certification with all invoices in accordance with N.J.A.C. 5:31-4.1 as well as subsection (a) of N.J.A.C. 5:30-9A.6 which states that the certification may be executed by a vendor or claimant by signature stamp, facsimile signature, or electronic signature in addition to a “wet” signature.

Checks are processed by the Borough Fair Haven’s Finance Department approximately on the 15<sup>th</sup> and 30<sup>th</sup> day of each month. It is necessary that the approved signed vouchers be accompanied by an invoice and be submitted in advance of these dates.

***NO MINIMUM PAYMENT IS IMPLIED OR GUARANTEED.***

## **1B.9 TRANSITIONAL PERIOD**

In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the professional services entity to continue the contract under the same terms and conditions until a new contract(s) can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

## **1B.10 FACSIMILE DOCUMENTS PROVIDED IN A SUBMISSION**

Under no circumstances, on submission documents requiring authorized signatures, will the Borough Fair Haven accept documents provided through facsimile machines.

## **1B.11 CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS**

Professional services entities are required to comply with the requirements of **N.J.S.A. 10:5-31 et seq.** and **N.J.A.C. 17:27 et seq.**

## **1B.12 GENERAL REQUIREMENTS/INFORMATION**

The professional services entity shall guarantee any or all material and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the professional services entity.

It is understood by the professional services entity that this submission is provided on the basis of standardized submission requirements prepared by Borough Fair Haven and the fact that any professional services entity is not familiar with these standardized submission requirements or conditions will not be accepted as an excuse.

**1B.13 PROFESSIONAL DISCLOSURE**

The professional services entity shall disclose any ownership in any firm for a product or service that they are recommending.

**1B.14 CANCELLATION OF CONTRACT/AGREEMENT**

Borough Fair Haven reserves the right to cancel any contract entered into upon thirty (30) days advance written notice.

**1B.15 CONTRACT TERM**

Pursuant to **N.J.S.A. 40A:11-3(b)**, contracts for professional services pursuant to subparagraph (i) of paragraph (a) subsection (1) of section 5 of P.L. 1971, c.198 (**N.J.S.A. 40A:11-5**) may be awarded for a period not exceeding twelve (12) consecutive months”.

**1B.16 ADMINISTRATION OF PUBLIC RECORDS**

Records received, retained, retrieved, or transmitted under the terms of this contract may constitute public records of the Borough Fair Haven as defined by **N.J.S.A. 47.3-16**, and are legal property of the Borough Fair Haven. The vendor(s) named in this contract must agree to administer and dispose of such records in compliance with the State's public records laws and associated administrative rules.

The Secretary of State and the Commissioner of Community Affairs recognize that earlier privatization contracts may need to be revisited for consistency with these guidelines. Those contracts shall be reviewed by the originating local governmental unit and DARM to determine if a public records provision should be incorporated and/or modified. Where appropriate, the local governmental units shall attempt to negotiate with the vendor a revision to the contract to ensure proper and uninterrupted maintenance of crucial public records.

For assistance with interpreting and applying the State's laws, standards, rules and regulations for public records administration, contract vendors of privatized services are referred to the Division of Archives and Records Management, Department of State, which offers guidance with records and information management, systems life cycle analysis and program development, imaging, storage, and archival services. Contact:

Director  
Division of Archives and Records Management  
2300 Stuyvesant Avenue  
CN 307  
Trenton, New Jersey 08625-0307  
609-530-3200

**1B.17 DISCLOSURE OF CONTRIBUTIONS TO NJ ELECTION LAW ENFORCEMENT COMMISSION (ELEC)**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement

Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

## **EXHIBIT A**

### **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 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 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, labor unions, 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.**



NEW JERSEY ANTI-DISCRIMINATION PROVISIONS  
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

## **BOROUGH OF FAIR HAVEN**

### **AMERICANS WITH DISABILITIES ACT OF 1990** **EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY**

The CONTRACTOR and the BOROUGH OF FAIR HAVEN (herein referred to as the Borough) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the BOROUGH pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event 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.

## **BOROUGH OF FAIR HAVEN**

### **STANDARDIZED SUBMISSION REQUIREMENTS & SELECTION CRITERIA**

*(FAIR & OPEN PUBLIC SOLICITATION PROCESS FOR PROFESSIONAL SERVICES)*

The Borough of Fair Haven is seeking sealed submissions in response to a Public Notice for the Solicitation of a Professional Service Contract.

#### **The standardized submission requirements shall include:**

1. Names and roles of the individuals who will perform the services/tasks and descriptions of their experience with projects similar to the services contained herein including their education, degrees and certifications.
2. References and record of success of same or similar service.
3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).
4. Cost details; including the hourly rates of each of the individuals who will perform services and time estimates for each individual, all expenses and total cost of "not to exceed" amount.

#### **The selection criteria to be used in awarding contracts shall include:**

1. Qualifications of the individuals who will perform the services/tasks and the amounts of their respective participation.
2. Experience and references.
3. Ability to perform the services/tasks in a timely fashion, including staffing and familiarity with the subject matter.
4. Cost consideration - including, but not limited to, historical costs for similar professional services, expertise involved and comparable costs for comparable public entities.

#### **Please Note These Additional Requirements:**

Professional services entities shall submit:

- 1) One (1) original response to the RFP
- 2) One (1) electronic copy shall be submitted to the Municipal Clerk, Allyson Cinquegrana at [ACinquegrana@FHBoro.net](mailto:ACinquegrana@FHBoro.net) **AFTER midnight on December 15, 2021** and received by the end of business day on December 15, 2021, 4:00 pm.
- 3) Two executed contracts to be countersigned and returned upon appointment.

# BOROUGH OF FAIR HAVEN

## CHECKLIST

*The following items, as indicated below (X), shall be provided with the receipt of sealed submissions:*

- |  |                  |
|--|------------------|
| 1. Non-Collusion Affidavit .....   | <u>    X    </u> |
| 2. Statement of Ownership Disclosure.....  | <u>    X    </u> |
| 3. Insurance Requirement Acknowledgement Form .....  | <u>    X    </u> |
| 4. Mandatory Equal Employment Opportunity Proof (AA302/ Certificate of Employee Information Report) (Strongly suggested that this be submitted with proposal).....   | <u>    X    </u> |
| 5. Copy of your <b>Business Registration Certificate</b> as issued by the State of New Jersey, Department of Treasury, Division of Revenue (Strongly suggested that this be submitted with proposal) ..... | <u>    X    </u> |
| 6. Professional Service Entity Information Form .....  | <u>    X    </u> |
| 7. Submission Form .....   | <u>    X    </u> |
| 8. Acknowledgement of Corrections, Additions or Deletions Form.....  | <u>    X    </u> |
| 9. Acknowledgement of Receipt of Changes to RFP Documents.....   | <u>    X    </u> |
| 10. Vendor Documentation Retention.....  | <u>    X    </u> |
| 11. Disclosure of Investment Activities in Iran.....   | <u>    X    </u> |

### Reminder

**Please submit the following:**

- 1) One (1) original response to the RFP
- 2) One (1) electronic copy shall be submitted to the Municipal Clerk, Allyson Cinquegrana at [ACinquegrana@FHBoro.net](mailto:ACinquegrana@FHBoro.net) **AFTER midnight on December 15, 2021** and received by the end of business day on December 15, 2021, 4:00 pm.
- 3) Two executed contracts to be countersigned and returned upon appointment.

**BOROUGH OF FAIR HAVEN**

**NON-COLLUSION AFFIDAVIT**

State of New Jersey

County of \_\_\_\_\_ SS:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(Name of affiant) (Name of municipality)  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of full age, being duly  
sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Title or position) (Name of firm)

\_\_\_\_\_, the bidder making this Proposal for the RFP

entitled \_\_\_\_\_,  
(Title RFP)

and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the **Borough of Fair Haven** relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

\_\_\_\_\_.  
(Name of Business Entity)

Subscribed and sworn to

before me this day

\_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Type or print name under signature)

\_\_\_\_\_  
Notary public of

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

(Seal)

**STATEMENT OF OWNERSHIP DISCLOSURE**

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)

Other (be specific): \_\_\_\_\_

**Part II**

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. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

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 no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**Part III Disclosure of 10% or Greater Ownership in the Stockholders, Partners, or LLC Members Listed in Part II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. 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 pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Borough of Fair Haven is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough to notify the Borough in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Borough, permitting the Borough to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

# BOROUGH OF FAIR HAVEN

## INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the Borough's Clerk's Office upon award of contract by the Borough Council.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

The Professional its proposal to the Borough of Fair Haven agrees and certifies that they will provide all of the insurance requirements, including endorsements requested, and they will fully adhere to the Indemnity Agreement included in this bid and contract, if awarded, without the addition of any other party except another Borough of Fair Haven Agencies which may be a party to this project. No other outside parties will be accepted as additional insureds on the endorsements requested.

### **1. Subject to Final Approval by the Borough of Fair Haven**

The Professional, prior to commencing work, shall provide at his own cost and expenses, the following insurance to the Borough of Fair Haven, with insurance companies licensed in the State of New Jersey that have ratings of an "A" or better (A.M. Best's). Said insurance shall be evidenced by Certificates and/or Policies as determined by the Borough of Fair Haven. Each Certificate or Policy shall require that thirty (30) days prior to cancellation or material change in the policies, notice thereof shall be given to the Clerk's Office, Borough of Fair Haven, by registered mail, return receipt requested, and for all of the following stated insurance policies. All such notices shall name the Professional and identify the contract number. Certificates of Insurance, with required endorsements attached, shall be delivered to the Clerk's Office, Borough of Fair Haven, prior to the commencement of the project. All Certificates of Insurance shall state that the Borough of Fair Haven be carried as additional insured for this Contract.

### **2. Workers Compensation and Employers Liability Insurance**

Professional shall provide proof of Workers Compensation insurance and be in compliance with the Compensation Laws of the State of New Jersey. In the event any work is sublet, the Professional shall require the subcontractor to provide Workers Compensation insurance for all of the latter's employees to be engaged in such work. **Employer's Liability - Limit of Liability shall be a minimum of \$500,000.**

### **3. General Liability**

The Professional shall provide comprehensive General Liability Insurance with minimum limits of \$1,000,000 per Occurrence and \$2,000,000 per aggregate for bodily injury and property damage. A claims made policy is not acceptable unless pre-approved by the Borough of Fair Haven. This insurance shall indicate on the Certificate of Insurance 'the following coverages:

- a) Premises
- b) Operations
- c) Use of Independent Professionals and Subcontractors
- d) Products and Completed Operations

The insurance required under this section shall protect the Professional and its Subcontractor(s) respectively, against damage claims which may arise from operations under this contract whether such operations be performed by the Insured or by anyone directly or indirectly employed by the Professional and also against any of the special hazards which may be encountered during the



performance of this contract. The Borough of Fair Haven shall be named as an "additional insured."

#### **4. Automobile Liability**

Automobile liability insurance with a combined single limit of liability per occurrence of \$1,000,000 for bodily injury, property damage. This insurance shall include bodily injury and property damage with the following coverage:

**Owned Automobiles**

**Hired Automobiles**

**Non-owned Automobiles**

#### **5. Professional Liability Insurance:**

The Respondent shall carry Errors and Omissions and/or Professional Liability Insurance sufficient to protect the Respondent from any liability arising out of professional obligations performed pursuant to this RFP. The insurance shall be in the amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Additionally, the deductible and/or retention shall be no more than \$50,000.00 and the amount of deductible and/or retention shall be indicated on the Certificate of Insurance. Such policy form shall be approved by the Borough.

#### **6. Subcontractors**

All Subcontractors must show evidence of insurance as required by this article.

#### **7. Excess Liability**

The Professional shall be required to carry an excess liability policy with limits of liability not less than \$5,000,000, with drop-down provision included. This must be excess of required liability policies. When the required underlying limits of excess carrier are less than those required by these specifications, the lower underlying limits will be acceptable. The Borough of Fair Haven shall be added as an "additional insured."

#### **8. Additional Insurance Requirements may be required of the Professional depending on the Project.**

- a) If any of the above insurance requirements are not complied with at their renewal dates, payments to the Professional will be withheld until those requirements have been met, or at the option of the Borough of Fair Haven they may pay the Renewal Premium and withhold such payments from monies due to the Professional.
- b) All policies and certificates of insurance shall be approved by the Borough of Fair Haven prior to the inception of any work.
- c) If at any time, the foregoing policies shall be or become unsatisfactory to the Borough of Fair Haven as to the form and substance, or if a company issuing any such policy shall be or become unsatisfactory to the Borough of Fair Haven, the Professional shall upon notice to that effect from the Borough of Fair Haven, promptly obtain a new policy, submit same to the Borough of Fair Haven, for approval, and submit a Certificate of Insurance thereof as herein above provided. Upon failure of the Professional to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Borough of Fair Haven, may be forthwith declared suspended, discontinued or terminated. Failure of the Professional to take out and/or maintain or the taking out and/or maintenance of any required insurance shall not relieve the Professional from any liability under the contract nor shall the requirements be construed to conflict with or otherwise limit the obligations of the Professional concerning indemnification.

- d) In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount in excess of such claims, or any portion thereof, may be withheld from payment due or to the Professional until such time as the Professional shall furnish such additional security covering such claims as may be determined by the Borough of Fair Haven.

**All policies and certificates of insurance presented to the Borough of Fair Haven must evidence the following:**

- **Waiver of Subrogation** - Insurers shall have no right of recovery or subrogation against the Borough of Fair Haven, including its Agents or Agencies.
- **Additional Insured** - All policies must include additional insured status for both on-going and if applicable, completed operations for the Borough of Fair Haven. The additional insured endorsements must be on a primary, non-contributory basis. Copies of the additional insured endorsements should be provided with the certificate.
- **Deductibles** - Any and all deductibles in the above-described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Professional.
- **Payment of Premiums** - The insurance companies issuing the policy or policies shall have no recourse against the Borough of Fair Haven including their Agents and Agencies as aforesaid for payment of any premiums or for assessments under any form of policy.
- **Professionals' Property** - The Professional shall assume all responsibility for loss or damage to the Professional's materials, equipment and machinery involved under the Contract. The Professional shall assume all responsibility to keep the Borough of Fair Haven harmless from any loss or damage to all materials, equipment and machinery involved under this Contract. The Borough of Fair Haven's insurance does not cover any tools owned by mechanics, and tools, equipment, scaffolding, staging, towers and forms owned or rented by the Professional, or any temporary buildings or other structures erected for the use of the Professionals. The Professionals shall be responsible for all loss of materials by theft or vandalism, and malicious mischief.

**12. Indemnification**

The Professional/Vendor shall hold harmless, indemnify and defend the Borough of Fair Haven, their Employees, Agents and Servants from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorney's fees) or other expenses or liabilities including the investigation and defense of any claims, arising out of or resulting from the performance of the Professional/Vendor's work or the completed operations provided that any such claim, damage, loss or expense **(a)** is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of the use resulting therefrom, and **(b)** is caused in whole or in part by any negligent act or omission of the Professional/Vendor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable (including a claim by an employee of the Professional/Vendor) regardless of whether it is caused in part by a party indemnified hereunder.

In any and all claims against the Borough of Fair Haven, their Employees, Agents and Servants by any employees of the Professional/Vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Agreement shall not be limited in any by any Professional/Vendor under worker's compensation acts, disability benefit acts or other employee benefit acts.

***Acknowledgement of Insurance Requirement:***

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(Signature)

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(Date)

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(Printed Name and Title)

**NOTICE TO BIDDERS**  
**RE: AFFIRMATIVE ACTION REGULATIONS P.L. 1975, C. 127**

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

"Bidders are required to comply with the requirements of P.L. 1975, C. 127"

**A. ALL CONTRACTORS**

1. After notification of award, but prior to the execution of a contract, the contractor should present one of the following to the BOROUGH OF FAIR HAVEN.
  - (a) An existing federally approved or sanctioned affirmative action program.
  - (b) A Certificate of Employee Information Report Approval.
  - (c) If the Contractor cannot present "a" or "b", the contractor is required to submit a completed Employees Information Report (Form AA302). This form will be made available to contractors by the BOROUGH OF FAIR HAVEN.

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The following questions must be answered by all prospective bidders:

1. Do you have a federally approved or sanctioned Affirmative Action Program?  
Yes \_\_\_\_\_ No \_\_\_\_\_
  - (a) If yes, please submit a photostatic copy of such approval.
  
2. Do you have a State Certificate of Employee Information Report approval?  
Yes \_\_\_\_\_ No \_\_\_\_\_
  - (a) If yes, please submit a photostatic copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C. 127 and agrees to furnish the required documentation pursuant to the Law.

**COMPANY:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**NOTE:** A contractor's bid must be rejected as non-responsive if a contractor fails to comply with the requirements of P.L. 1975, C.127.

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT


SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification \_\_\_\_\_

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

This is to certify that the contractor has complied with the provisions of the Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of \_\_\_\_\_

**VOID**



State Treasurer \_\_\_\_\_

**VOID**

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**  
**ATTENTION ALL PROFESSIONAL SERVICE ENTITIES**

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

Construction Contracts (including public works related purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

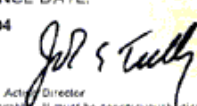
- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.


A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

- o <http://www.state.nj.us/treasury/revenue/busregcert.htm>

**The Borough of Fair Haven strongly suggests that a copy of the Business Registration Certificate issued by the NJ Department of Treasury, Division of Revenue, be provided at the time submissions are received.**

**SAMPLE BUSINESS REGISTRATION CERTIFICATE**

<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS</b>		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08644-0252</small>
<b>TAXPAYER NAME:</b> <b>TAX REGISTRATION TEST ACCOUNT</b>	<b>TRADE NAME:</b> <b>CLIENT REGISTRATION</b>	
<b>TAXPAYER IDENTIFICATION#:</b> 970-097-382/500	<b>SEQUENCE NUMBER:</b> 0107530	
<b>ADDRESS:</b> 847 ROEBLING AVE TRENTON NJ 08611	<b>ISSUANCE DATE:</b> 07/14/04	
<b>EFFECTIVE DATE:</b> 01/01/01		
<b>FORM-BRC(08-01)</b>	<small>Act. Director</small>	
<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		

	<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>
<b>Taxpayer Name:</b>	TAX REG TEST ACCOUNT
<b>Trade Name:</b>	
<b>Address:</b>	847 ROEBLING AVE TRENTON, NJ 08611
<b>Certificate Number:</b>	1095907
<b>Date of Issuance:</b>	October 14, 2004
<b>For Office Use Only:</b>	
	20041014112823533

**BOROUGH OF FAIR HAVEN**

**PROFESSIONAL SERVICE ENTITY INFORMATION FORM**

If the Professional Service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

If individual has a TRADE NAME, give such trade name:

Trading As: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

\*\*\*\*\*  
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If the Professional Service Entity is a **PARTNERSHIP**, give the following information:

Name of Partners: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Social Security Nos.: \_\_\_\_\_

Signature of authorized agent: \_\_\_\_\_

\*\*\*\*\*  
\*\*\*\*\*

If the Professional Service Entity is **INCORPORATED**, give the following information:

State under whose laws incorporated: \_\_\_\_\_

Location of principal office: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name of agent in charge of said office upon whom notice may be legally served:

\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Name of Corporation: \_\_\_\_\_

Signature: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Address: \_\_\_\_\_



**BOROUGH OF FAIR HAVEN**

**SUBMISSION FORM**

(Additional sheets may be used but please use item number)

- 1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degrees and certifications:**

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- 2. References and record of success of same or similar service:**

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**3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):**

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**4. Cost details, include the hourly rates (rate schedule) of each of the individuals who will perform services and all expenses for the period of 12 months:**

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Firm: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

**BOROUGH OF FAIR HAVEN**

**ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM**

I, \_\_\_\_\_

of the firm \_\_\_\_\_

hereby acknowledge that any corrections, additions and/or deletions

have been initialed and dated in this Submission Package.

\_\_\_\_\_

*(Signature)*

\_\_\_\_\_

*(Type or Print name of affiant and Title, under signature)*

\_\_\_\_\_

*(Date)*

**ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO RFP DOCUMENTS**

**FAIR HAVEN BOROUGH**

**CONTRACT NAME:** 2021 Appointed Professionals (Various Titles)

Pursuant to N.J.S.A. 40A:11-23.1, the undersigned respondent hereby acknowledges receipt of the following notices, revisions, or addenda to the proposal advertisement, specifications or RFP documents. By indicating date of receipt, bidder acknowledges the submitted proposal takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a proposal may be subject for rejection of the proposal.

<b>Local Unit Reference Number or Title of Addendum/Revision</b>	<b>How Received (mail, fax, pick-up, etc.)</b>	<b>Date Received</b>

**Acknowledgment:**

Name of Bidder: \_\_\_\_\_

By Authorized Representative:

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

VENDOR DOCUMENTATION RETENTION

**N.J.A.C. 17:44-2.2**

THE VENDOR SHALL MAINTAIN ALL DOCUMENTATION RELATED TO PRODUCTS, TRANSACTION OR SERVICES UNDER THIS CONTRACT FOR A PERIOD OF FIVE YEARS FROM THE DATE OF FINAL PAYMENT. SUCH RECORDS SHALL BE MADE AVAILABLE TO THE NEW JERSEY OFFICE OF THE STATE COMPTROLLER UPON REQUEST.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BOROUGH OF FAIR HAVEN**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Bidder/Proposer: \_\_\_\_\_

**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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the 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 Borough of Fair Haven finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

***PLEASE CHECK THE APPROPRIATE BOX:***

- I certify, pursuant to Public Law 2012, c. 25, that the person or entity 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 for which I am authorized to submit a bid/proposal.
  
- 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.

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**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 proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. Additional pages may be attached.**

Name: _____	Relationship to Proposer: _____	
Description of Activities: _____ _____		
Engagement: _____	Anticipated Cessation Date: _____	Duration of _____
Proposer Contact Name: _____		Contact Phone Number: _____

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

**Full Name (Print):** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SEALED SUBMISSION LABEL FOR PROPOSAL**

**PLEASE CUT OUT THE LABEL BELOW AND TAPE TO FRONT OF SEALED SUBMISSION**

**\*\*\*\*\*DO NOT OPEN\*\*\*\*\***

**IMPORTANT-SEALED SUBMISSION ENCLOSED**

NAME, COMPANY & ADDRESS:

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**TO:**

**BOROUGH CLERK  
BOROUGH OF FAIR HAVEN  
748 RIVER RD.  
FAIR HAVEN, NJ 07704**

**2022 -**

**(FILL IN TITLE)**

**RECEIPT OF SEALED RFP – TUESDAY, DECEMBER 14, 2021 - 10:00 AM**  
**IN THE COUNCIL CHAMBERS**

**BOROUGH OF FAIR HAVEN**  
**PUBLIC NOTICE FOR THE SOLICITATION OF A PROFESSIONAL SERVICE CONTRACT**

**SCOPE OF WORK**

**Please note the following:**

- 1) All respondents will provide a Claimants Certification with all invoices in accordance with N.J.A.C. 5:31-4.1 as well as subsection (a) of N.J.A.C. 5:30-9A.6 which states that the certification may be executed by a vendor or claimant by signature stamp, facsimile signature, or electronic signature in addition to a “wet” signature.
- 2) All respondents will be required to submit separate submissions if applying for multiple positions.
- 3) All respondents are reminded of the importance of submitting, signing, and notarizing all required documents.

**The following is a description of the professional services needed, including, where appropriate, a description of tasks involved:**

**Administrative Agent for Affordable Housing Matters**

The Borough is seeking an experienced consultant to serve as its Administrative Agent as defined by N.J.A.C. 5:80-26.1 et seq. (Uniform Housing Affordability Controls). The primary responsibility of the Administrative Agent is to ensure that all restricted units are sold and rented, as applicable, to low- and moderate-income households, implement the Housing Rehabilitation and Affordability Assistance Programs, and assist with the development of the Borough’s Affordable Housing Trust Fund Spending Plan.

The chosen Administrative Agent must also provide the following scope of services:

**Operating Manual**

Prepare and maintain an Operating Manual for the Administration of Affordable Housing Units as needed to comply with the provisions of the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 et seq).

**Affirmative Marketing Plan**

Prepare and maintain an Affirmative Marketing Plan, including related ordinances and a random selection process for applicants to comply with N.J.A.C. 5:80-26.15;

**Housing Rehabilitation Program**

1. Design and implement a home rehabilitation program that results in credits towards the Borough’s rehabilitation obligation with Department of Community Affairs (DCA). The Consultant will provide a full service solution, including, but not limited to:
  - a. Ensure a policies and procedure manual is up to date with State requirements and prepare forms to correlate with the manual;
  - b) Conduct homeowner and contractor outreach as needed to have an ample supply of homeowners and contractors for a successful program year;
  - c) Field intake of applicants, maintain an applicant pool and determine the eligibility of application packages from homeowners wishing to participate in the program;



- d) Perform comprehensive inspections, work write ups and detailed cost estimates of each unit, itemizing the work to be done in priority order;
- e) Solicit bids from qualified contractors and make contractor award determinations;
- f) Conduct the preconstruction meetings for each case and prepare the legal documents for same;
- g) Provide progress and payment inspections and corresponding reports;
- h) Maintain program and case file record-keeping including a rehab log and organized case files and;
- i) DCA reporting.

### **Administrative Agent Services**

1. Conduct an ongoing outreach process to insure affirmative marketing of affordable housing units in accordance with the provisions of N.J.A.C. 5:80-26.15;
2. Solicit, schedule, conduct and follow up on interviews with interested households.
  - a) Conduct interviews and obtain sufficient documentation of gross income and assets, as per N.J.A.C. 5:80-26.16, upon which to base a determination of income eligibility for a low- or moderate-income unit;
  - b) Evaluation of income eligibility of applicants will be made in strict accordance with N.J.A.C. 5:80-26.16.
  - c) Usually within seven (7) days, but not more than twenty (20) days from submission of a complete application, provide written notifications to each applicant as to the determination of eligibility or non-eligibility.
3. Create and maintain a referral list of eligible applicant households living in the affordable housing region and eligible applicant households with members working in the affordable housing region;
4. Using a random selection process, as mandated by the Uniform Housing Affordability Controls, select and contact an appropriate household on the waiting list (based on income range, household size and bedroom requirements) and will confirm they are interested in the property for re-sale and provide the seller's contact information. Upon receipt of a fully executed Purchase Agreement between the buyer and the seller, send an application package to the potential buyer.
5. Furnish to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
6. Create and maintain a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
7. Institute and maintain an effective means of communicating information with the owner regarding the availability of restricted units for resale or rental;

8. Institute and maintain an effective means of communicating information to low and moderate-income households regarding the availability of restricted units for resale or re-rental;
9. Review and approve requests from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership;
10. Review and approve requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price. Such authorizations will be limited to those improvements resulting in additional bedrooms or bathrooms and the cost of central air conditioning systems.
11. Process requests and make determinations on requests by owners of restricted units for hardship waivers;
12. Communicate with lenders regarding foreclosures;
13. Ensure the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10;
14. Notify the municipality of an owner's intent to sell a restricted unit;
15. Ensure that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the appropriate county's register of deeds or county clerk's office after the termination of the affordability controls in this subchapter for each restricted unit;
16. Provide for enforcement activities to conform with N.J.A.C. 5:80-26.18 (d).
  - a. Secure from developers written acknowledgment of the requirement that no restricted unit may be offered to any person other than a household determined eligible for such unit.
  - b. Require that all certified applicants execute the appropriate certification form included in the Policies and Procedures Manual.
  - c. Annually, post in all rental properties a notice as to the maximum allowable rents and the contact information where complaints can be made.
  - d. Annual mailings to owners of affordable units reminding them of the ongoing restrictions and requirements.
  - e. Annually, secure from the Borough a list of affordable units for which tax bills are mailed to absentee owners and notifying absentee owners that they must move back to their unit or sell it.
  - f. Establish a program for diverting unlawful rent payments to the Borough's affordable housing trust fund.
  - g. Establish a rent-to-equity program to be implemented when an affordable owner has unlawfully rented out his or her unit.
17. Provide annual affordable housing reports to DCA as required; and
18. Such other responsibilities as may be necessary to carry out the role of Administrative Agent as defined by the NJ DCA.

### **AFFORDABILITY ASSISTANCE PROGRAM**

1. Implement Borough's affordability assistance down payment assistance program and rental assistance program.
2. Update affordability assistance manual and forms as needed.
3. Solicit applications for the affordability assistance program. Distribute and process applications and income certify applicants. Prepare resolutions and other required documents needed to disburse funds.
4. Track disbursement of funds and collect required data for COAH reporting.

### **AFFORDABLE HOUSING TRUST FUND SPENDING PLAN AND RELATED TASKS**

1. Assist with the preparation of the Affordable Housing Spending Plan and related affordable housing planning activities.
2. Assist in the preparation of agreements, deeds, and other supporting documents for group homes and other projects identified in the spending plan.
3. Assist with the tracking of expenditures of funds from spending plan and identify projects to commit funds within four years of collection.
4. Follow-up as needed with COAH staff regarding Spending Plan.
5. Update spending plan as needed.

### **Affordable Housing Planner**

The Affordable Housing Planner shall be a New Jersey licensed Professional Planner. The Affordable Housing Planner shall prepare the Fair Haven Borough Housing Element and Fair Share Plan and its amendments and assist the Borough Attorney and Affordable Housing Attorney in any litigation or mediation matters involving the Courts and the Council on Affordable Housing.

### **Borough Planner**

The Borough Planner shall be a New Jersey licensed professional planner. The Borough Planner shall prepare for the Borough reports, presentations and research on land use, housing, open space, economic development, transportation, public utilities, historic preservation, farmland preservation and natural resource protection and conservation. The Borough Planner assists and advises the Council on techniques, rules and regulations that the Borough may need in exercising its police powers in the area of land use, housing, open space, economic development, transportation, public utilities, historic preservation, farmland preservation and natural resource protection. The Borough Planner assists and advises the Council in maintaining its land development ordinance. The Borough Planner provides planning advice to the Borough Council and Administrator on planning proposals as appropriate and requested. The Borough Planner prepares plans and other supportive documentation for development and redevelopment as directed by the Council. The Borough Planner represents the Borough as directed in meetings with county, other municipalities and State agency officials. The Borough Planner assists the Borough Administrator in planning related matters as needed. The Borough Planner advises the Borough as necessary on new or advanced planning techniques. The Borough Planner shall have the capabilities to prepare maps, reports and public presentations. The Borough Planner should be a member of the national planning organizations such as the American Institute of Certified Planners.

### **Certified Tree Expert**

The Tree Expert shall be a New Jersey certified tree expert. The Certified Tree Expert shall provide professional arboricultural consultant services to the Borough. Upon written notice, such services shall also include written subdivision and site plan recommendations regarding shade tree plans, site inspections of preliminary or final subdivision and site plan submissions, inspections and reports for performance bond reduction or release of landscape guarantees and providing specifications for Shade Tree Commission directed shade tree planning. The Certified Tree Expert shall submit monthly written reports and perform other similar projects as required or desired by the Borough.

### **Consulting Engineer**

The Consulting Engineer shall be a New Jersey licensed Professional Engineer. The Consulting Engineer shall attend meetings of the Borough (if required) and to provide general engineering advice. When directed, the Consulting Engineer shall provide services necessary to review and make recommendations concerning various subdivisions and site plan proposals regarding their conformance to applicable Borough requirements and needs, municipal ordinances, if applicable, and to the general requirements of design practice. When directed, the Consulting Engineer shall provide services necessary to observe, assess conformity to statutory or other ordinance requirements and report upon the installation of site improvements and subdivision public improvements in connection with Borough or other site developments. When directed, the Consulting Engineer shall provide services necessary to review, assess conformity to requirements and take necessary action with respect to issuance of certificates, permits, licenses and similar regulatory documents. When requested, the Consulting Engineer shall provide technical advice to other Borough members, officials and agents concerning their review of such documents.

### **Financial Advisory Services**

The Financial Advisor firm should be a Securities and Exchange Commission (SEC) Registered Financial Advisor and must be independent in respect to the Borough of Fair Haven. The firm should have extensive experience with TANs, BANs and Bonds for governmental clients.

Services may include:

- The preparation of timetables and work schedules.
- Monitor the status of issue-related activities.
- Preparation of the preliminary and final official statements.
- Attend any meetings as requested.
- Advice as to the type of competitive sale as well as which bid service to use.
- Provide analysis and support to enable entering the capital markets in an orderly, timely and cost-efficient manner.
- Provide information from comparable sales to ensure that the borrowing rates are consistent with other TANs, BANs and Bond issues in the market.
- Bidder outreach.
- Verify bids and provide a bid summary.
- Prepare final financial analysis.
- Assist Bond Counsel with the closing process for any TANs, BANs and Bonds.

### **Labor Attorney**

The Labor Attorney shall be an attorney at law of New Jersey. The Labor Attorney shall be responsible for all labor and employment matters in the Borough. These matters include labor negotiations, fact-finding interest arbitration, arbitrations, labor and employment counseling, PERC proceedings, disciplinary hearings and employment litigation. The Labor Attorney must be available for consultation on a daily basis and shall deal directly with the Borough Administrator.

### **Tax Appeal Attorney**

The Tax Appeal Attorney shall be an attorney at law of New Jersey. The Tax Appeal Attorney shall perform all legal services required in order to defend and/or prosecute real property tax appeals relating to those ongoing real property tax appeals and such other appeals or tax matters that may be filed against and/or by the Borough of Fair Haven and such ongoing municipal tax matters in which the Borough has required legal representation by counsel other than the Borough Attorney that may be filed against and/or by the Borough of Fair Haven or other similar representation as required or desired.

### **Wireless Telecommunications Consultant**

The Wireless Telecommunications Consultant shall perform services in connection with the potential placement of wireless telecommunications facilities upon public properties throughout the Borough of Fair Haven, as well as review any requests for amendments/addendums to current leases.

### **Planning Board Attorney (To be appointed by the Planning Board)**

The Planning Board Attorney shall be an attorney at law of New Jersey. The Planning Board Attorney shall attend all regular and special Planning Board meetings, which shall include routine phone calls with staff. The Planning Board Attorney shall prepare and defend all litigation affecting the Planning Board or any member of it, which is the result of decisions made on applications or in the normal performance of their official duties pursuant to the Municipal Land Use Law. The Planning Board Attorney shall provide legal advice, research and assistance on any other special matters, which the Planning Board may require to be addressed by the attorney. The Planning Board Attorney shall draft all legal documents as may be required including preparation of documents, Developers Agreements, and review of deeds, covenants, easements, etc. The Planning Board Attorney shall represent or advise the Planning Board on any matter in which the Planning Board may have a present or future interest.

### **Planning Board Engineer (To be appointed by the Planning Board)**

The Planning Board Engineer shall be a New Jersey licensed professional engineer. The Planning Board Engineer shall perform such duties as specified in New Jersey State Law and the Municipal Codes and Regulations and shall include, but not be limited to, attend all regular and special Planning Board meetings, which shall include routine phone calls with staff, review and report on all development and site plan applications and perform any additional non-escrow work such as ordinance review as requested by the Planning Board.

### **Planning Board Planner (To be appointed by the Planning Board)**

The Planning Board Planner shall be a New Jersey licensed professional planner. The Planning Board Planner shall provide general planning services on behalf of the Planning Board. The Planning Board Planner shall attend all regular and special Planning Board meetings, which shall include routine phone calls with staff. The Planning Board Planner shall review all plans forwarded for review by the Planning Board, conduct site inspections, prepare written reports of all findings and recommendations and attend such meetings as requested by the Planning Board, and employ at their expense such personnel as are deemed necessary to carry out the duties prescribed for the office of municipal planners. The Planning Board Planner shall review and report on planning issues other than development review as requested by the Planning Board Chairman or designee. The Planning Board Planner shall render opinions orally or in writing upon any question of planning submitted to them by the Planning Board Chairman or designee, or anyone else authorized by the Planning Board Chairman or designee to submit such questions. The Planning Board Planner shall perform such other and different functions, powers, and duties, as may be requested by the Planning Board Chairman.

### **Zoning Board Attorney (To be appointed by the Zoning Board)**

The Zoning Board Attorney shall be an attorney at law of New Jersey. The Zoning Board Attorney shall be retained to provide all legal counsel to the Zoning Board and to serve as legal advisor on all matters of the

Zoning Board of Adjustment's business. The Zoning Board Attorney shall attend all regular and special Zoning Board meetings, which shall include routine phone calls with staff. The Zoning Board Attorney shall represent or advise the Zoning Board of Adjustment on any matter in which the Zoning Board of Adjustment may have a present or future interest.

**Zoning Board Engineer (To be appointed by the Zoning Board)**

The Zoning Board Engineer shall be a New Jersey licensed professional engineer. The Zoning Board Engineer shall perform such duties as specified in New Jersey State Law and the Municipal Codes and Regulations and shall include, but not be limited to, attend all regular and special Zoning Board of Adjustment meetings, which shall include routine phone calls with staff. The Zoning Board Engineer shall be available for provisions of design reviews, plan reviews and general engineering and planning advice. The Zoning Board Engineer would be available to provide engineering, surveying and construction observation services and any other services required by the Zoning Board of Adjustment.

**Zoning Board Planner (To be appointed by the Zoning Board)**

The Zoning Board Planner shall be a New Jersey licensed professional planner. The Zoning Board Planner shall provide general planning services on behalf of the Zoning Board of Adjustment. The Zoning Board Planner shall attend all regular and special Zoning Board of Adjustment meetings, which shall include routine phone calls with staff. When directed, the Zoning Board Planner shall provide services necessary to review and make recommendations concerning various subdivisions and site plan proposals regarding this conformance to applicable municipal ordinances and/or to the general requirements of design practice. When directed, the Zoning Board Planner shall provide services necessary to review and assess conformity to requirements and take necessary action with respect to issuance of certificates, permits, licenses and similar regulatory documents. The Zoning Board Planner shall provide technical advice to other Zoning Board employees, officials and agents concerning their review of such documents. The Zoning Board Planner shall perform such other and different functions, powers, and duties as may be requested by the Zoning Board Chairman.