**TOWN OF HACKETTSTOWN WARREN COUNTY**

**NEW JERSEY**

**REQUEST FOR PROPOSAL FOR**

**CERTIFIED LEAD BASED PAINT INSPECTOR/RISK ASSESSOR**

# SUBMISSION DUE: 11:00 a.m., Wednesday, May 1, 2024

## NOTICE TO BIDDERS TOWN OF HACKETTSTOWN

Notice is hereby given that the Town of Hackettstown (“Towns”), located in the County of Warren in the state of New Jersey, is requesting the submission of proposals from licensed individuals and/or firms interested in providing **Certified Lead Based Paint Inspector/Risk Assessor**. Sealed proposals must be received by the Town CFO/QPA no later than Wednesday, May 1, 2024, 11:00 a.m. prevailing time, addressed to Town of Hackettstown, 215 W. Stiger Street, Hackettstown, NJ 07840. Proposals will not be accepted after the specified time. Proposals must be on the official proposal form which can be downloaded from www.[hackettstown.net.](http://www.florence-nj.gov/) All submitted proposals must be enclosed in sealed envelopes and must bear the name and address of the firm submitting and “Request for Proposals for **“Certified Lead Based Paint Inspector/Risk Assessor”** on the outside, including the outside of any delivery service envelope.

This RFP is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-

* 1. et seq. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. All responsible firms are encouraged to submit proposals.

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

**SECTION I – Scope of Services**

The Town of Hackettstown is seeking the services of a state certified lead evaluation contractor. The certified lead evaluation contractor shall inspect via dust-wipe sampling any applicable properties in accordance with the provisions of P.L. 2021, c.182 and implementing regulations and shall certify the dwelling unit as lead-safe on a form prescribed by the Department of Community Affairs; or, if lead-based paint exists in a dwelling unit upon conducting an inspection, the said contractor shall conduct additional inspections to certify that the hazard no longer exists. If a lead-based pain hazard exists, the contractor shall notify the Commissioner of the Department of Community Affairs.

**SECTION II – Proposal Content**

*Sample Result Reports.* Attach two (2) examples of Lead Based Paint Inspection Reports.

*Testing Equipment.* Identify make, model, condition, and serial number, licensing and registration of testing device(s) to be used. Describe the source of radiation, type of analyzer, protocol for substrate corrections, and use of a dosimeter.

*Ability.* Describe your firm’s ability to provide services. Include your hours and days of operations. Describe your commitment to provide expedited services upon request. Provide how many of your current employees are capable of providing the requested services.

**SECTION III – Fee Schedule**

* + 1. Provide a cost proposal consisting of information on your fee structure(s) based on the scope of services indicated herein, including anticipated reimbursable costs.
    2. Provide cost quote for lead inspection services on per housing unit basis. State associated turnaround time.
    3. Provide cost for clearance examination costs if required.
    4. Identify available discounts. Identify surcharge for expedited services, state associated turnaround time.
    5. Provide cost quote for less than full-scope lead inspection services. Describe basis for quotation (ex. Per hour, per surface, per room, other), state associated turnaround time.

|  |  |  |
| --- | --- | --- |
|  | Est. | Unit Price Grand Total |
| Qty |  |
| Combination Risk Assessment/Paint Inspection |  | $ $ |
| Clearance Examination Costs | Each | $ |

List discount for multiple combination risk assessment/paint inspections or clearance examinations completed on the same day (use additional paper if needed):

List discounts, additional charges, turnaround time and additional information below (use additional paper if needed):

**SECTION IV – Contract Term**

The contract time period will be for one (1) year commencing from the contract date.

**SECTION V – General Requirements**

AT A MINIMUM, THE RESPONDING FIRM OR ENTITY:

1. Must demonstrate proficiency, knowledge and experience in the above areas and that it/he/she is qualified and/or licensed to perform and provide all services set forth within the body of this Request for Proposals as defined below.
2. Must obtain the submission package and complete and return the sealed submission form and enclosures by the due date set forth in this notice.

**SECTION VI – Insurance Requirements**

**Worker’s Compensation Insurance**

Worker’s Compensation Insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

**General Liability Insurance**

The contractor shall furnish evidence to the Town of Hackettstown prior to commencement of the work that he/she or any of his/her subcontractors perform and will provide Standard Liability for any operations to be performed by contractor or subcontractors as follows:

General Liability Insurance shall be provided with limits of not less than $1,000,000.00 for any occurrence and $1,000,000.00 aggregate for bodily injury and property damage. Coverage shall be maintained in full force during the life of the contract.

**Automotive Liability Insurance**

Automotive Liability Insurance covering the contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than $1,000,000.00 for any one occurrence and

$1,000,000.00 aggregate for bodily injury and property damage. Coverage shall be maintained in full force during the life of the contract.

**Professional Liability Insurance**

Professional Liability Insurance covering contractor for claims arising from its representation of the municipality with limits of not less than $1,000,000.00 for any one occurrence, which shall be claim based, and coverage shall be maintained in full force and effect during the life of the contract.

**The preceding insurance requirements maybe amended before the issuance of the final contract at the sole and absolute discretion of the Town of Hackettstown on a case-by-case basis.**

**SECTION VII – Work Product/Deliverables**

All work products of the Contractor which result from this contract are the exclusive property of the Town of Hackettstown.

**SECTION VIII – Evaluation Process**

An evaluation team will review all proposals/responses to the RFP. The team will determine if the proposals/responses satisfy the RFP Requirements, determine if a proposal/response should be rejected and then evaluate the proposals/responses based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on rates and other factors. Multiple contracts may be awarded at the Township’s discretion. Listed below are the criteria that the Town of Hackettstown will consider in the evaluation of each proposal/response. The arrangement of the criteria does not imply order of importance in the selection process. All criteria will be used to select the successful respondent.

1. **Requirements**

Possess the general requirements stated herein.

1. **Understanding of the Requested Work**

The proposals/responses will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals/responses.

1. **Knowledge and Technical Competence**

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

1. **Management, Experience and Personnel Qualifications**

Expertise of the respondent shall be demonstrated by past contract successes providing government agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to those requested in the RFP. In additional to relevant experience, respondents shall provide personnel qualifications in the Proposal/Response.

1. **Ability to Complete the Services in a Timely Manner**

This is based on the estimated duration of the tasks and the respondent’s ability to

accomplish these tasks as stated.

1. **Cost**

The contract shall be based on rates set forth in the response to this RFP in an amount not to exceed the specified contract amount, or where a cost proposal is required (RFP), as submitted in the cost proposal. Prices are firm for twelve (12) months. Any services not included as part of any resulting contract scope of services or cost proposal must be

approved and authorized by the Town of Hackettstown before such work is initiated. The Town of Hackettstown shall pay for such approved services, at the rate or cost agreed upon between the Town and contractor.

**BASIS OF AWARD EVALUATION CRITERIA**

**Professional Services**

**Certified Lead Based Paint Inspector/Risk Assessor Term: One Year Commencing from the Contract Date**

The following is the criteria for evaluation of the proposal/response. Points shall be awarded based on the information contained in the proposal/response for each category as listed below on a scale of 1-10, with 10 meeting all required criteria and 1 not meeting the required criteria. The highest total score shall be the basis for the contract award.

|  |  |
| --- | --- |
| **EVALUATION CRITERIA** | **SCORE/ POINTS** |
| **TECHNICAL CRITERIA** |  |
| Vendor’s proposal/response demonstrates a clear understanding of the scope of  work and related objectives |  |
| Vendor’s proposal/response is complete and responsive to the technical RFP  requirements |  |
| Vendor evidences successful past performance of like projects |  |
| **MANAGEMENT CRITERIA** |  |
| History and experience in performing similar work |  |
| Availability of personnel, facilities, equipment, etc. |  |
| Qualification and experience of support personnel |  |
| Comprehensive work plan and schedule, if applicable |  |
| Significant experience in **Lead Based Paint Inspections/Risk Assessments pursuant to CDBG regulations** |  |
| Proof of licensure |  |
| **COST CRITERIA** |  |
| Cost of goods/services to be provided |  |
| Quality and quantity of vendor’s services to previous clientele |  |
| Vendor’s financial ability to meet obligations |  |
| **POINTS TOTALS** |  |

**PROPOSAL SUBMISSION DOCUMENTS**

**PROPOSAL DOCUMENT SUBMISSION CHECKLIST**

**TOWN OF HACKETTSTOWN**

**CERTIFIED LEAD BASED PAINT INSPECTOR/RISK ASSESSOR**

**THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. PLEASE INITIAL BELOW, INDICATING THT YOUR PROPOSAL INCLUDES THE ITEMIZED DOCUMENTS. A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS MAY BE REJECTED. PLEASE NOTE, WHERE INDICTED “FORM PROVIDED” THE PROVIDED FORMS FOLLOW THIS SECTION.**

|  |  |
| --- | --- |
| **ITEM** | **INITIALS** |
| Executed Vendor Information (form provided) |  |
| Executed Affidavit of Non-Collusion (form provided) |  |
| Executed Statement of Ownership (Ownership Disclosure Statement) (form provided) |  |
| Executed Affirmative Action Compliance Notice (form provided) |  |
| Executed Disclosure of Prohibited Russia-Belarus Activities and Iran Investment Activities (form provided) |  |
| Mandatory Equal Employment Opportunity Language (form provided) |  |
| American With Disabilities Act of 1990 (form provided) |  |
| New Jersey Business Registration Certificate |  |
| Two (2) Copies of Paper Proposal (one must be original with original signatures) |  |

**VENDOR INFORMATION**

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information **must** be provided with this proposal.

Name of Business:

(Print)

Name of Contact Person:

(Print)

Correspondence Address (including zip code):

Purchase Order Address (including zip code):\_

Payment Address (including zip code):

Telephone Number (including area code):

Fax Number (including area code):

1. mail Address:

Employer Federal I.D. # or S.S. #:

## AFFIDAVIT OF NON-COLLUSION

**STATE OF :**

**COUNTY OF : SS:**

**of full age being duly sworn according to law, upon oath deposes and says:**

* 1. **I am**

**(President, Partner, Individual)**

## Of , a

**(Name of Corporation, Partnership, Individual)**

**(Corporation, Partnership, Sole Proprietorship)**

## Bidder for the following item:

**Submitted to the TOWN OF HACKETTSTOWN on**

**(Date)**

## I certify that the bid submitted herewith was arrived at independently without collusion with any other bidder or with any competitor or potential competitor.

**(ORIGINAL SIGNATURE REQUIRED)**

## Sworn to and subscribed before me this day

**of , 20 .**

**Notary Public**

**SEAL:**

## STATEMENT OF OWNERSHIP (OWNERSHIP DISCLOSURE CERTIFICATION) N.J.S.A. 52:25-24.2 (P.L. 1977, C.33, as amended by P.L. 2016, c.43)

**This Statement Shall Be Included With All Bid and Proposal Submissions**

**Name of Business:**

**Address of Business:**

**Name of person completing this form:**

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

“No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation’s stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

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

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

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

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

**Part I**

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

**[ ]**Sole Proprietorship (skip Parts II and III, sign and notarize at the end)

**[ ]**Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)

**[ ]**Partnership **[ ]**Limited Partnership **[ ]**Limited Liability Partnership

**[ ]**Limited Liability Company

**[ ]**For-profit Corporation (including Subchapters C and S or Professional Corporation)

**[ ]**Other (be specific):

## Part II

**[ ]** I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

### OR

**[ ]** I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

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

Stockholders:

Name: Home Address:

Name: Home Address:

Name: Home Address:

Name: Home Address:

Name: Home Address:

Name: Home Address:

Name: Home Address:

Name: Home Address:

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

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

of the filings that contain the information on each person that holds a 10 percent or greater

beneficial interest.”

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

### OR

**[ ]** Submit here the links to the Websites (URLs) containing the last annual filings with the Federal Securities and Exchange Commission or the foreign equivalent.

### AND

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

Subscribed and sworn before me this day of

(Affiant)

, 20 .

(Notary Public)

My Commission expires: **(Print name of affiant and title if applicable) (Corporate Seal if a Corporation)**

## AFFIRMATIVE ACTION COMPLIANCE NOTICE

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

**GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder’s requirement to comply with the

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

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

* + 1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

### OR

* + 1. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

### OR

* + 1. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non- responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and

N.J.A.C. 17:27.

COMPANY: DATE:

SIGNATURE:

(Original Signature Required)

PRINT NAME: TITLE:

|  |  |
| --- | --- |
| **Prohibited Russia-Belarus Activities & Iran Investment Activities** | |
|  | |
| **Person or Entity** |  |
| **Part 1: Certification** | |
| COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**  Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury’s website at the following web addresses:  <https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf> [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).  As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.  A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.  If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party. | |
| **CONTRACT AWARDS AND RENEWALS** | |
|  | *I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury’s lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022,*  *c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.) |

|  |  |
| --- | --- |
| **CONTRACT AMENDMENTS AND EXTENSIONS** | |
|  | *I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury’s lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.) |
| **IF UNABLE TO CERTIFY** | |
|  | *I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.* |
| **Part 2: Additional Information** | |
| PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.  You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you. | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Part 3: Certification of True and Complete Information** | | | | |
| *I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*  *I acknowledge that the Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit in writing of any changes to the answers of information contained herein.*  *I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.* | | | | |
| **Full Name (Print)** |  | **Title** |  | |
| **Signature** |  | | **Date** |  |

## 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 worker’s 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 Division 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 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.

## AMERICAN WITH DISABILITIES ACT OF 1990

**Equal Opportunity for Individuals with Disability**

The contractor and the Town of Hackettstown (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind of 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 brough pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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