

**Gateway Community Action Partnership  
Lead-Safe Home Remediation Program  
110 Cohansey Street  
Bridgeton, NJ 08302**

Request for Qualifications

Proposal Name:  
Lead-Safe Home Remediation Services

December 2023

**GATEWAY COMMUNITY ACTION PARTNERSHIP**

“Lead-Safe Home Remediation Services 2024”  
 REQUIRED DOCUMENT CHECKLIST

		Yes	No
1.	Provided the completed bid in a sealed envelope by Tuesday, <b>January 23, 2024 by 11 :00 AM</b> . The envelope is clearly labeled “ <b>Lead-Safe Home Remediation Services 2024</b> ”.		
2.	Provided an RFQ Application Form.		
3.	Provide a Sample Cost Estimate/Work Scope for similar job(s).		
4.	Provided NJ Business License.		
5.	Provided NJ Contractor License.		
6.	Provided NJ Lead Abatement Contractor’s Certificate, EPA Lead Renovation Firm Certification and any other professional Lead certifications held.		
7.	Provided an executed Benefit & Nepotism Affidavit		
8.	Provided an executed Contractor Registration Form		
9.	Provided an executed Non-Collusion Affidavit		
10.	Provided an executed Affirmative Action Affidavit		
11.	Provided Responsible Contractor Certification		
12.	Provided Certification regarding Debarment and Suspension		
13.	Provided Certificate of Insurance complying with Exhibit H		
14.	MBE or WBE Certification (if applicable)		

Proposals are to be returned to 110 Cohansey Street, Bridgeton, New Jersey no later than the date and time specified in the bid procedures. Ask for a Lead-Safe Home staff member in the reception area to hand in and register your sealed bid. All bidders are invited to stay for the bid opening. If you have any questions, feel free to contact our office at: (856) 451-6300, Monday through Friday, between 8:30 am and 4:30 pm. Please remember that no proposal will be accepted after the due date and time.

Respectfully Submitted,

\_\_\_\_\_  
 Authorized Signature (sign)

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

\_\_\_\_\_  
 Date

**GATEWAY COMMUNITY ACTION PARTNERSHIP**

“Lead-Safe Home Remediation Services 2024”

**SPECIFICATIONS AND BID PROPOSAL FORM**

Specification and Bid Proposal for the above referenced project will not be accepted unless signed by owner or authorized corporate officer. The undersigned is a corporation under the laws of the State of New Jersey.

Respectfully submitted,

---

Authorized Signature (sign)

---

Title of Personnel Signing

---

Date

---

Name of Bidder

---

Address

---

City and State

Zip Code

---

Telephone Number

---

Email Address

## **GATEWAY COMMUNITY ACTION PARTNERSHIP**

“Lead-Safe Home Remediation Services 2024”

### **Lead Remediation/Mitigation Contractors and NJ Certified Lead Abatement Contractors**

GATEWAY COMMUNITY ACTION PARTNERSHIP is seeking responses from qualified contractors Request for Qualifications (RFQ) for “Lead Remediation/Mitigation Contractor” work and “NJ Certified Lead Abatement Contractor” work at 110 COHANSEY STREET, BRIDGETON, NJ 08302. All work will be performed in CUMBERLAND, GLOUCESTER, OR SALEM counties.

Bidders are required to comply with the requirements of P.L 1975 C.127. Minority Business Enterprises (MBE) will be offered full opportunity to bid and will not be subject to discrimination on the base of race, color, gender, or national origin in consideration of an award.

GATEWAY intends to award contracts to respondents whose proposals are most advantageous to GATEWAY with price and other factors considered. Contractors who have been rejected for cause, removed, or suspended from any lead remediation or abatement program, in NJ or any state, will not be eligible for submission to this RFQ. Contractors with unsatisfactory references will be not be chosen for this RFQ.

GATEWAY reserves the right to reject any and all proposals when it is determined by GATEWAY to be in its best interest. GATEWAY further reserves the right to waive minor irregularities in proposals submitted in response to this RFQ and allow for amendments.

### **1.0 SCALE OF WORK**

At least 350 jobs will be issued for cost estimates to the Qualified Bidder Pool over a 24-month period. The cost of these jobs are a maximum of \$13,000 for lead remediation/mitigation and \$25,000 for lead abatement, based on work indicated by a Lead Risk Assessment and Scope of Work generated by GATEWAY. However, in-unit direct cost will average \$7,500 for remediation and \$20,000 for abatements. These are flexible on a case by case basis. Changes to these limits may occur in the future.

Contractors for each job will be chosen in a “Round Robin” format. **(See Exhibit I)**. It is expected that each qualified contractor in the Bidder Pool will receive a satisfactory and equal share of those jobs, based on expertise, availability and demonstrated excellence in meeting project guidelines.

### **2.1 SCOPE OF SERVICES REQUESTED**

GATEWAY intends to prequalify NJ Certified Lead Abatement and RRP Certified Lead Remediation contractors with *experience, training and certifications* to participate in GATEWAY’s Qualified Contractor Pool to perform work under the NJ Department of Community Affairs (NJ DCA) Lead Assistance Program grants, which include, but are not limited to the Lead Safe Home Remediation, Single Family Home Remediation and Lead Remediation and Abatement Program.

Eligible units include 1-4 family owner-occupied and rental units. *Up to* 6 Lead RRP and 3 NJ Certified Lead Abatement Contractors who respond to and qualify for the RFQ, will be considered in the pool for the work requested under this RFQ.

## GATEWAY COMMUNITY ACTION PARTNERSHIP

“Lead-Safe Home Remediation Services 2024”

The Provider(s) will be assigned or awarded residential structure projects for specific properties at the sole discretion of GATEWAY, based on contractors’ abilities, capacity, availability and unit cost limitations. **The cost per unit is limited and is determined by the Scope of Work** developed by Gateway’s LCM, the Cost Guidelines for lead measures and the maximum cost per unit of the DCA grant. (Program Cost Guidelines are Attached)

Respondent(s) must be able to provide services in Cumberland, Gloucester, and/or Salem counties as needed. The selected Respondent(s) shall be bound to specific terms and conditions of the signed contract. Contracts will be issued within 14 working days of the RFQ submission deadline. Work is scheduled to begin immediately thereafter.

### **Lead and Healthy Homes Rehabilitation Scope of Work**

It is anticipated that homes eligible for Lead Abatement (those receiving a Notice of Violation) and Lead Remediation will require an array of lead safe repairs, removal of lead components (abatement), interim controls, health and safety services and minor structural repairs that shall be performed per **HUD, EPA and NJ Administrative code**, as applicable. Units are assigned per the Round Robin Process as described in Exhibit I.

Contractor must be available for one (1) walk through of inspected property with the Lead Construction Monitor (LCM) to develop a Lead Hazard Control Estimate/Scope of Work (SOW). Sometimes this will be done in coordination with the Lead Evaluation Contractor. That SOW will be based on the walkthrough, instructions of the LCM and response to the Lead Inspection Risk Assessment hazard report. Gateway staff will coordinate the walk- through of the property with the homeowner and Contractor. Ancillary health and safety issues and issues that are causative factors for lead hazards will be part of the SOW as appropriate.

The scope of work for each repaired structure will vary but may include (although not be limited to) the following:

- Coordination with property owner, Lead Construction Monitor and Lead Evaluator.
- Obtaining all necessary state and local permits and approvals after the land use permits are acquired, but prior to the commencement of the work for each structure. (Generally, only for abatements)
- Control of lead-based paint hazards in eligible residential units as specified by a certified Lead Risk Assessor/Inspector in accordance with EPA RRP, NJAC [5:17 a](#) and/or NJAC 8:51.
- Control of lead-based paint hazards in residential units in accordance with EPA standards and with reference to HUD’s Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing (Second Edition 2012), including but not limited to interim controls, encapsulation, and abatement measures designed to provide a lead safe environment for a period of 20 years.

## **GATEWAY COMMUNITY ACTION PARTNERSHIP**

### **“Lead-Safe Home Remediation Services 2024”**

- Building envelope repair, including roof repair or replacement and attendant damage; door and window replacement; and siding /veneer repair or replacement.
- Dry wall repair or replacement; rough and trim carpentry.
- Repair of trip and fall hazards, such as step repair/replacement and/or handrail installation or repair.
- Surface preparation and painting; flooring repair or replacement.
- Specialty construction elements associated with historic properties.
- Debris removal in accordance with all Federal, State, and local requirements, including disposal of materials containing lead-based paint in accordance with all applicable local and state codes and standards.

### **Other Scope of Services**

- Provide professional labor, equipment, and materials adequate to perform the work in accordance with the scope of work for each eligible applicant’s residential structure while ensuring that all applicable housing standards and codes are met, specifically the New Jersey Code Construction Requirements. *SOWs must provide a cost for each measure and a SOW template will be provided by GATEWAY.*
- Comply with all State and Federal laws, regulations, and guidelines
- Provide tracking of construction progress.
- Meet with Lead Construction Monitor to review the scope of work to be performed, including establishing a work schedule acceptable to property owners and Lead Construction Monitor and to review work upon final inspection.
- Complete all work within agreed upon timeline.

The preceding list of responsibilities is not exclusive. GATEWAY and the successful respondent(s) may agree in writing to amend or augment the responsibilities set forth above.

## **CONTRACTOR PRICING**

Contractor shall provide a separate price for each item specified on the Work Scope Form provided by GATEWAY’ Lead Construction Monitor. Subcontractor labor and materials cost cannot exceed \$13,000 per unit for Lead Remediation/Mitigation and \$25,000 for Lead Abatement per unit, except in rare cases and the approval of DCA personnel. However, “in unit” direct cost will average \$7,500 for remediation and \$20,000 for abatements. Changes to these limits may occur in the future.

Costs for each job are limited and directed by the “Cost Guidelines for Lead Control Work” issued for the program (**See Exhibit J**). All jobs must be completed in accordance with DCA/HUD program rules within 10 days from start of job until completion unless prior consent is given.

**Contractors who cannot work within these guidelines should not respond to this RFQ.**

## GATEWAY COMMUNITY ACTION PARTNERSHIP

“Lead-Safe Home Remediation Services 2024”

### SERVICE

#### NJ Lead Abatement/Remediation and Ancillary Cost Plan

Contractor estimates must include line-item work description and cost write-up to document measures procured. (Scope of Work Template provided upon request) Price shall be inclusive of all costs incurred by the Contractor. No separate reimbursements for travel or other costs are permitted.

### 3.1 MINIMUM QUALIFICATIONS

Respondents must meet the minimum qualifications listed below. Furthermore, Solicitation Responses that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected. **Any Contractor that has been removed or suspended or otherwise barred from any Federal, State or local lead contracting program is categorically ineligible for this program.** Contractors whose references do not show adequate competence to operate successfully within this program will not be qualified to perform work.

#### **Respondents MUST:**

- have been in business for a minimum of 2 years, or the principals/owners must have had senior level experience in a previous company that provided residential construction or lead hazard control services.
- be financially solvent and adequately capitalized.
- must hold a current business registration issued by the State of New Jersey,

at a minimum, for *Abatement Projects* --be on the NJ Certified Abatement Contractor List and have at least one Lead Supervisor on the job at all times; and all workers must have their Lead Worker certification issued by the State of NJ. For *Lead Remediation Projects* – Business must have an RRP Firm Certification and have trained Lead Renovators performing work. (However, training of workers for Lead Worker and Lead Renovator can be provided free of charge through this program.)

- carry the minimum insurance coverages outlined in Exhibit H.
- have current NJ Contractor’s License in good standing.
- have a demonstrated ability to commit to residential lead-safe rehabilitation and reconstruction, and to carry such projects to completion within the time frame allotted by the GATEWAY’s Lead Construction Monitor (generally 2-10 days).
- have the demonstrated equipment, organization, and ability to perform lead-based paint hazard control, health and safety projects related to the rehabilitation of residential properties.
- have demonstrated experience in managing and completing projects of a similar type, size, and complexity.

## GATEWAY COMMUNITY ACTION PARTNERSHIP

“Lead-Safe Home Remediation Services 2024”

*A lack of any of these requirements will cause the proposal to be deemed “not qualified”.*

### OTHER REQUIREMENTS

- Respondent should indicate that they meet each of the following requirements by providing documentation and/or specific proof of experience and qualifications to carry out each task **(See Checklist)**.
- Contracts for work in connection with this project will be awarded, to the greatest extent feasible, to business concerns that are located in or owned in substantial part by persons residing in the area of the program, providing that they meet minimum qualifications and demonstrated abilities.
- Respondent(s) shall commit to make a demonstrated effort to provide subcontract opportunities to locally owned businesses, minority, and women-owned businesses enterprises, and low- income residents in the program area.

### 4.0 VERIFICATION OF MINIMUM QUALIFICATIONS

GATEWAY will confirm that Providers continue to satisfy the minimum qualifications described in Section 3.0 of this RFQ. Contractors *without satisfactory references* will be considered to **not** meet minimum qualification. Providers who no longer satisfy the required minimum qualifications may be removed from the vendor pool at the sole discretion of GATEWAY.

Contractors shall specify the name(s) and experience of each person who would perform the items identified in the scope of services, herein. Contractors shall provide evidence and/or documentation of all required Certifications for each individual performing requested services.



## GATEWAY COMMUNITY ACTION PARTNERSHIP

“Lead-Safe Home Remediation Services 2024”

### 5.1 RFQ SUBMISSION REQUIREMENTS

#### Timeline

RFQ released/Ad Posted: December 22, 23, 24, 2023

Submission Closing Date: **January 23, 2024 11:00 a.m.**

Bid Opening: January 23, 2024 11:00 a.m.

All questions or requests for additional information shall be directed to email at:

RFQ proposal packets can be obtained in person at 110 Cohansey Street, Bridgeton, NJ or can be requested by email: [khenry@gatewaycap.org](mailto:khenry@gatewaycap.org)

**All [RFQ submissions must](#) be received at 110 Cohansey Street, Bridgeton, NJ 08302 no later than 10:00 a.m. on January 23, 2024.**

Any RFQ received after 10:00 a.m. **will not be accepted.**

Bids can be only be submitted by mail or delivered in person. **Email submissions are not allowed.**

Whether the RFQ is sent by mail, or commercial express service, the Contractor shall be responsible for the actual delivery of the RFQ to 110 Cohansey Street Bridgeton, NJ 08302 before the deadline time. **One (1) original and one (1) copy of your RFQ response should be submitted.** All RFQs shall be submitted in a sealed envelope/package.

Envelope/package shall be addressed to **Gateway Community Action Agency, 110 Cohansey Street, Bridgeton, NJ 08302, Attn: Kenneth Henry**, and the following clearly printed on the outside:

- Your company name, LEAD CONTRACTOR RFQ, and date.

## **GATEWAY COMMUNITY ACTION PARTNERSHIP**

“Lead-Safe Home Remediation Services 2024”

### **EXHIBIT TABLE OF CONTENTS**

The following documents are standard forms required for the bid submission:

- A) RFQ Application Form
- B) Benefit and Nepotism Affidavit
- C) Contractor Registration Application
- D) Non-Collusion Affidavit of Prime Bidder
- E) Affirmative Action Affidavit
- F) Responsible Contractor Certification
- G) Certification Regarding Debarment and Suspension
- H) Insurance Requirements
- I) Round Robin Process
- J) 2024 Cost Guidelines

**RFQ APPLICATION FORM  
NJ CERTIFIED ABATEMENT  
CONTRACTOR**

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

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

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

NAME(S) AND EXPERIENCE OF PERSONS/ORGANIZATIONS WHO WOULD PERFORM ITEMS IN SCOPE OF SERVICES:

Name	Experience/Certification
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**General Information**

Federal I.D. #: \_\_\_\_\_ If not incorporated, Social Security #: \_\_\_\_\_

Privilege Tax#: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Contractor Registration #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Are you registered with a minority/women's business enterprise program? Yes No  
If your answer is "YES", please submit a copy of certification.

When was your firm established? (Month/Year): \_\_\_\_\_

Has your firm had experience with HUD funded projects or other lead remediation projects?  
 yes       no

If yes, please attach a list of HUD or other lead remediation projects your firm has worked on.

**Signature/Date of Authorized Contractor Official Submitting this RFQ Response and this RFQ Schedule.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REFERENCES**

**AGENCY Name requests a minimum of three (3) references:**

1. Company/Job Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Brief Description of Project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Completion Date: \_\_\_\_\_

2. Company/Job Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Brief Description of Project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Completion Date: \_\_\_\_\_

3. Company/Job Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Brief Description of Project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Completion Date: \_\_\_\_\_

**Contractor Information Form**

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT ALL INFORMATION GIVEN HEREIN IS SUBSTANTIALLY CORRECT AND FURTHER AGREES:

Contractor License Class and bond are current, and the undersigned contractor agrees to maintain in current status all licenses and bonds as required by the contracting AGENCY.

That the work be performed in accordance with the property requirement standards.

That if the work performed by the contractor is found to be unsatisfactory by the administering AGENCY or if contract relations between the contractor, homeowner or other parties are found to be unsatisfactory, that the administering AGENCY may remove the contractor's name from the approved list, with such accompanying publicity as it deems necessary.

The contractor will abide by the federal regulations pertaining to equal employment opportunity.

That the work will be done in conformance with all appliance codes and zoning regulations.

Contractor's Signature: \_\_\_\_\_

**BENEFIT & NEPOTISM AFFIDAVIT**

I, \_\_\_\_\_ of the \_\_\_\_\_  
(individual's name) (name of company)

being first dully sworn, deposes and says that:

1) No official of Gateway (including officers, directors, and employees) presently has an interest and shall not acquire any interest, directly or indirectly with \_\_\_\_\_,  
(Name of Company)  
which would conflict in any manner or degree with the performance of services required to be performed under this contract.

2) No official of Gateway (including officers, directors, and employees) is a member of \_\_\_\_\_ or \_\_\_\_\_  
(Name of Company) \_\_\_\_\_ employee's immediate family. No  
(Name of Company)  
person shall be employed under this contract by \_\_\_\_\_  
(Name of Company)

while he/she or a member of his/her immediate family is an official of Gateway  
For the purpose of this affidavit, a member of an immediate family shall include the following persons:

- |          |                 |
|----------|-----------------|
| Husband  | Wife            |
| Father   | Father-in-Law   |
| Mother   | Mother-in-Law   |
| Brother  | Brother-in-Law  |
| Sister   | Sister-in-Law   |
| Son      | Son-in-Law      |
| Daughter | Daughter-in-Law |
| Uncle    | Aunt            |

The \_\_\_\_\_ understands that any failure to meet the  
(Name of Company)  
obligations under subsection #1 and #2 will cause for termination of the contract.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Subscribed and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

# Lead-Safe Home Remediation Pilot Grant Program

---

## Contractor Registration Application

1. Firm Being Registered:

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

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

Phone Number: \_\_\_\_\_

Type of Work Performed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. Names, Addresses and years of construction experience of all owners, partners and principal stockholders of the construction firm.

<u>Name</u>	<u>Address</u>	<u>Experience</u>	<u>Years</u>
-------------	----------------	-------------------	--------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. Other contracting firm names which the principals have operated.

<u>First Name</u>	<u>Address</u>	<u>Associated Principal</u>
-------------------	----------------	-----------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

## Lead-Safe Home Remediation Pilot Grant Program

---

### 4. Business References:

#### a) Banks

<u>Name</u>	<u>Address</u>	<u>Type of Account</u>
-------------	----------------	------------------------

---

---

---

#### b) Suppliers

<u>Name</u>	<u>Address</u>	<u>Telephone Number</u>
-------------	----------------	-------------------------

---

---

---

#### c) Subcontractors

<u>Name</u>	<u>Address</u>	<u>Telephone Number</u>
-------------	----------------	-------------------------

---

---

---

### 5. Recent Customers:

(Include all previous Lead-Safe Pilot Program-funded work experience references)

<u>Name</u>	<u>Address</u>	<u>Date(s) Service Provided</u>
-------------	----------------	---------------------------------

---

---

---



## Lead-Safe Home Remediation Pilot Grant Program

---

---

6. Please list any current contracts with other Agencies and Contract Expiration Date:

<u>Name</u>	<u>Expiration Date</u>
-------------	------------------------

---

---

---

7. Insurance: (Attach Insurance Certificates)

<u>Insurance Company</u>	<u>Agency</u>	<u>Type of Coverage</u>
--------------------------	---------------	-------------------------

---

---

---

---

*Authorized Signature*

---

Title

---

Date

---

# Lead-Safe Home Remediation Pilot Grant Program

---

## Non-Collusion Affidavit of Prime Bidder

State of New Jersey

County \_\_\_\_\_  
(County of Residence)

\_\_\_\_\_, being first duly sworn, deposes and says  
(Name of person completing form)

that:

1. I am the (owner, partner, officer, representative or agency) of \_\_\_\_\_, the Bidder  
(Name of Firm/Agency/Corporation submitting Bid, circle one choice)  
that has submitted the attached Bid.
2. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties interest, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or that of any other Bidder, or, to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the \_\_\_\_\_ in the proposed Contract; and  
(Lead-Safe Pilot Program Agency Soliciting Bid)
3. I am fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
4. Such Bid is genuine and is not a collusive or sham Bid;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest.

## Lead-Safe Home Remediation Pilot Grant Program

---

---

\_\_\_\_\_  
*(Signature - Bidder Representative)*

\_\_\_\_\_  
(Title)

Subscribed and sworn before me

This \_\_\_\_\_ day of \_\_\_\_\_  
(day) (month)

\_\_\_\_\_  
(year)

SEAL

\_\_\_\_\_  
*(Signature of Witness)*

\_\_\_\_\_  
(Name of Witness)

# Lead-Safe Home Remediation Pilot Grant Program

---

## Affirmative Action Affidavit

State of New Jersey

County of \_\_\_\_\_  
(Your County)

I, \_\_\_\_\_ of the \_\_\_\_\_  
(Name of person completing form) (Name of Firm/Agency/Corporation)

in the County of \_\_\_\_\_, and State of New Jersey,  
(Your County)

of full age, being duly sworn according to law on my oath depose and say that:

I am (owner, partner, officer, representative or agent) of the firm of  
(circle one)

\_\_\_\_\_, the bidder making the proposal for the lead-safe  
(Name of Firm/Agency/Corporation)

remediation of \_\_\_\_\_ and that I executed the said proposal with full  
(Name of Project or Bid Package #)

authority to do so; that said bidder hereby affirms that the bidder will abide by all terms of the

“Affirmative Action Law”, P.L., 1975, c. 127, as set forth in the specifications; and that all statements contained in said proposal and in this Affidavit are true and correct, and made with full knowledge that

the \_\_\_\_\_  
(Name of Lead-Safe Pilot Program Agency)

relies upon the truth of the statements contained in this Affidavit in awarding the Contract for the said project.

# Lead-Safe Home Remediation Pilot Grant Program

---

## Affirmative Action Affidavit (cont'd)

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
*Signature of Witness*

Sworn and subscribed before

me this \_\_\_\_\_ day of  
(day)

\_\_\_\_\_,  
(month)

\_\_\_\_\_.  
(year)

SEAL

# Lead-Safe Home Remediation Pilot Grant Program

---

## Responsible Contractor Certification

I \_\_\_\_\_ certify that I am knowledgeable of requirements to bid on a project funded through the Lead-Safe Home Remediation Pilot Grant Program.

*After reading and understanding, please initial each line:*

**Failure to submit attachments will deem application incomplete** – Include attachments where applicable.

1. Bidder possesses appropriate business and contracting licensing (New Jersey Home Improvement Contractors' Registration), insurance and bonding. Copies attached. \_\_\_\_\_
2. Bidder agrees to perform all work through utilization of individuals properly classified as employees, rather than independent contractors (except where subcontracting to a subcontractor). \_\_\_\_\_
3. Bidder has had no more than six governmental determinations of a violation of federal, state, or local laws relating to public safety, workplace safety or employment in the past three years. (Attach a description of each such violation and a resolution). \_\_\_\_\_
4. Bidder has not been disbarred from any public contract (federal, state, or local). \_\_\_\_\_
5. Bidder has successfully completed a job of this size and this type or a similar type of work in the past five years with a satisfactory record of on-time performance. (Attach documentation). \_\_\_\_\_
6. Bidder will require all employees on Lead-Safe Pilot Program work to complete at least 10 hours of OSHA safety training. \_\_\_\_\_
7. Bidder will comply with any applicable local hiring or first source policy. \_\_\_\_\_

I certify that the foregoing statements made by me are true. I am aware that any false statement contained herein may be punished by fine, imprisonment, termination/suspension of the Lead-Safe Pilot Program contract, withholding of payment, or any combination of the above. I further declare that I have examined this certification and, to the best of my knowledge and belief, it is true, correct and complete.

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

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

## Certification Regarding Debarment and Suspension

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(Before Signing Certification, Read Attached Instruction)**

1. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or AGENCY;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any of the offense enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
  - e. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

---

**Name (Printed)**

**Title**

---

**Signature**

## EXHIBIT H: INSURANCE PROVISIONS CONTRACTOR'S INSURANCE

Before commencing the Work on any individual Project, and as a condition precedent to any payment, the Subcontractor shall purchase and maintain insurance in conformance with the provisions contained in this **Exhibit H**. This insurance will provide a defense and indemnify the Contractor, but only with respect to liability for bodily injury, property damage and personal and advertising injury caused in whole or in part by the Subcontractor's acts or omissions or the acts or omissions of those acting on the Subcontractor's behalf.

Proof of this insurance shall be provided to the Contractor before the Work commences, as set forth below. To the extent that the Subcontractor subcontracts with any other entity or individual to perform all or part of the Subcontractor's Work, the Subcontractor shall require the other Sub-Subcontractors to furnish evidence of equivalent insurance coverage, in all respects, terms and conditions as set forth herein, prior to the commencement of work by the Sub-Subcontractor. In no event shall the failure to provide this proof, prior to the commencement of the Work, be deemed a waiver by the Contractor of Subcontractor's or the Sub-Subcontractor's insurance obligations set forth herein.

In the event that the insurance company(ies) issuing the policy(ies) required by this exhibit deny coverage to the Contractor, the Subcontractor or the Sub-Subcontractor will, upon demand by the Contractor, defend and indemnify the Contractor at the Subcontractor's or Sub-Subcontractor's expense.

### MINIMUM LIMITS OF LIABILITY

The Subcontractor must maintain the required insurance with a carrier rated A- or better by A. M. Best. The Subcontractor shall maintain at least the limits of liability as set forth below:

#### **Commercial General Liability Insurance**

\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)

\$2,000,000 General Aggregate per Project

\$2,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury Limit

#### **Business or Commercial Automobile Liability Insurance**

\$1,000,000 combined single limit per accident

**Workers' Compensation and Employers' Liability Insurance** (at the limit chosen in the drop down box below)

\$100,000 Each Accident; \$100,000 Each Employee for Injury by Disease; \$500,000 Aggregate for Injury by Disease

**Excess or Umbrella Liability** (to overlay Employer's Liability, Automobile Liability and Commercial General Liability coverages at the limit chosen in the drop down box below).

\$1,000,000 Occurrence /aggregate

#### **Pollution Liability Insurance**

\$1,000,000 Each Occurrence Limit

\$1,000,000 Aggregate

**\*\*Must provide coverage for acts related to the removal of lead-based paint removal services and cannot contain exclusions applicable to the work being performed related to this agreement\*\***

### Additional Insured Status and Certificate of Insurance

The Contractor and Owner, along with their respective officers, agents and employees, shall be named as additional insureds for Ongoing Operations and Products/Completed Operations on the Subcontractor's and any Sub-Subcontractor's Commercial General Liability Policy and Excess or Umbrella Policy, all of which must be primary and noncontributory with respect to the additional insureds. This insurance shall remain in effect as set forth below, in the "Continuation of Coverage" provision.

The Contractor and Owner, along with their respective officers, agents and employees shall be named as additional Insureds on the Business or Commercial Automobile Liability Policy, which must be primary and noncontributory with respect to these additional insureds. It is expressly understood by the parties to this Subcontract that it is the intent of the Parties that any insurance obtained by the Contractor is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the



Subcontractor, the Sub-Subcontractor or any of their respective consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

The Subcontractor's Commercial General Liability policy shall not contain an exclusion or restriction of coverage for the following:

1. Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
2. Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
3. Claims for bodily injury other than to employees of the insured.
4. Claims for indemnity under Article 4 Indemnification arising out of injury to employees of the insured.
5. Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
6. Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
7. Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
8. Claims related to roofing, if the Work involves roofing.
9. Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work Involves such coatings or surfaces.
10. Claims related to earth subsidence or movement, where the Work involves such hazards.
11. Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Excess or Umbrella and Workers Compensation policies in favor of Contractor and Owner, and this clause shall apply to the Contractor's and Owner's officers, agents and employees, with respect to all Projects during the policy term.

Prior to commencement of Work on any individual Project, Subcontractor shall submit a Certificate of Insurance in favor of Contractor and an Additional Insured Endorsement (in a form acceptable to the Contractor) as required hereunder. The Subcontractor's Insurance policies shall provide for thirty (30) days' notice to Contractor for cancellation or any change in coverage and be evidenced by the Certificate of Insurance. Copies of insurance policies shall promptly be made available to the Contractor upon request.

#### **CANCELLATION, RENEWAL AND MODIFICATION**

The Subcontractor shall maintain in effect all insurance coverages required under this Subcontract at the Subcontractor's sole expense, underwritten by insurance companies acceptable to the Contractor, until final completion and acceptance of the entirety of the Subcontract Work; or longer if so provided in the Work Order such as with respect to completed operations coverage. Certificates of insurance showing required coverage to be in force must be delivered to the Contractor prior to commencement of the Subcontract Work for an individual Project. In the event the Subcontractor fails to obtain or maintain any insurance coverage required under this Subcontract, this shall be considered a material breach of the Subcontract, entitling the Contractor, at its sole discretion, to purchase such equivalent coverage as desired for the Contractor's benefit and charge the expense to the Subcontractor, or, in the alternative, exercise all remedies otherwise provided in the Subcontract, the Work Order, or as permitted by law or equity.

#### **CONTINUATION OF COVERAGE**

The Subcontractor shall continue to carry Completed Operations Liability Insurance for at least the length of the Statute of Repose in the state where the subject work is performed after either ninety (90) days following Substantial Completion of the Work or final payment to the Contractor on any individual Project,

whichever is later. The Subcontractor shall furnish the Contractor evidence of such insurance at final payment and in each successive year during which the insurance coverage must remain in effect.

**ACKNOWLEDGMENT OF REFERRAL OF THIS PROVISION TO THE SUBCONTRACTOR'S INSURANCE AGENT OR BROKER**

The Subcontractor represents that it has provided a copy of the "Insurance Provisions" to his insurance agent and/or broker, and that the Subcontractor has instructed the agent/broker to provide insurance in full compliance with the terms and conditions herein.

The Contractor and Subcontractor hereby acknowledge that this **Exhibit H** is considered a material term of the Subcontract.

On Behalf of the Contractor:

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

On Behalf of the Subcontractor, if applicable:

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

## **EXHIBIT I: Round Robin Bidding Process**

The Round Robin bidding process shall be implemented as follows:

- In order to receive an invitation to participate in the Round Robin Bid Process, contractors must be listed on the GATEWAY's "Qualified Contractor's List", as determined by the RFQ process.
- GATEWAY shall hold a lottery to determine the order that the eligible contractors will be invited to submit a bid on an individual property.
- The Lead Construction Monitor (LCM) will provide a Scope of Work (SOW) with itemized lead measures to the contractor. The SOW will be submitted to the first eligible contractor from the Lottery who will conduct a site visit to determine if they will be able to complete the project within the allotted budget based on the measures listed in the SOW. The LCM Manager will be available to discuss the lead hazard control measure list in the SOW with the contractor. If needed, the LCM will revise the SOW based on those discussions.
- The Lead Contractor will then finalize the SOW with costs include for each measure, as well as costs for site preparation and cleanup and submit to LCM.
- LCM will either accept the SOW or discuss with Contractor any proposed changes. A final SOW will be agreed upon between the two parties and the contract for the job signed. Few Change Orders will be accepted, once the job begins, unless unforeseen issues arise that both the Lead Contractor and LCM agree require changing the terms of the contract.
- Once accepted, contractor will be awarded the project for the amount of the final SOW provided by the LCM, unless an exception has been recommended and approved by the Program Director.
- Should the eligible contractor decline the project offered or project costs remain too high for unit completion, the next Eligible Contractor on the Round Robin bidding lottery list will be provided an opportunity to accept the project.
- Once an eligible contractor is awarded a property, that firm will not be offered another unit until the remaining contractors are given an opportunity to participate. This will repeat until all contractors have been offered an opportunity to be awarded a contract. Once exhausted, a new lottery cycle will begin.

## Exhibit J: 2023 Cost Guidelines

Costs below are for Remediation/RRP lead mitigation work. For Lead Abatement add up to 25% to each cost.

Measure	Cost Range	Type
<b>All costs are based on room size, home condition and both standard and custom work. Agency Lead Construction Managers have the final say in determining reasonable costs.</b>		
Site Preparation: Lead safe work practices	\$20 - \$125 per room	Based on room size and conditions.
Window Trim: Strip to bare wood and repaint	\$90 - \$200 per unit	Casing, Apron, Sill, well
Window Trim: Stabilize (wet sand/scrape) and encapsulate	\$90 - \$175 per unit	Casing, Apron, Sill
Window: Replace trim	\$10 - \$20 per ft	Casing, Apron, Sill
Window: Enclose trim	\$40 - \$100 per unit	aluminum
Window: Vinyl replacement STANDARD	\$350-\$700 per unit	DH/DG, casement, other
Window: Vinyl replacement CUSTOM/Non-standard	\$350-\$920 per unit	DH/DG, casement, other
Window: Wood/Historic replacement	\$600 - \$1300 per unit	DH/DG, casement, other
Door Trim: Strip to bare wood and repaint	\$90 - \$200 per unit	Casing, sill, jamb, stop, threshold
Door Trim: Stabilize (wet sand/scrape) and encapsulate	\$90 - \$175 per unit	Casing, sill
Door: Replace trim	\$10 - \$20 per ft	Casing, jamb, stop
Door Interior: Replace	\$300 - \$600 per unit	Pre-hung
Door Exterior- Replace	\$600 - \$1200 per unit	Pre-hung entry door
Stair: Strip to bare wood and repaint	\$5- \$12 per ft	tread, riser, rail, baluster, stringer
Stair: stabilize (wet sand/scrape) and encapsulate	\$5 - \$10 per ft	tread, riser, rail, baluster, stringer
Stair: Enclose treads	\$25 - \$50 per unit	vinyl, wood
Stair: Enclose riser	\$25 - \$50 per unit	vinyl, wood
Stair: Replace	\$15 - \$300 per unit	tread, riser, rail, baluster, stringer
Baseboard: Strip to bare wood and repaint	\$5 - \$10 per ft	dependent on size of baseboard
Baseboard: stabilize (wet sand/scrape) and encapsulate	\$5 - \$10 per ft	dependent on size of baseboard
Baseboard: replace	\$10 - \$15 per ft	dependent on size of baseboard

<b>Porch: Strip to bare wood and repaint</b>	\$5 - \$12 per sq ft	soffit, fascia, trim, wall, ceiling, floor
<b>Porch: Stabilize (wet sand/scrape) and encapsulate</b>	\$5 - \$12 per sq ft	soffit, fascia, trim, wall, ceiling, floor
<b>Porch: enclose</b>	\$45 - \$60 per hr	soffit, fascia, trim, wall, ceiling, floor
<b>Exterior: Enclose</b>	\$45 - \$60 per hr	soffit, fascia, trim, etc.
<b>Exterior: Replace Trim</b>	\$12 - \$25 per ft	Fascia,trim boards, casing, etc.
<b>Exterior: Stabilize and repaint siding</b>	\$45 - \$60 per hr	Siding
<b>Exterior: Replace Siding</b>	\$45 - \$60 per hr	vinyl or wood
<b>Interim Control: Roofing Repair</b>	\$45 - \$60 per hr	shingles, tar, silver coat, rubber, other
<b>Interim Control: Roofing Replacement</b>	\$5 - \$8 per sq ft	shingles, tar, silver coat, rubber, other
<b>Interim Control: Gutter Repair</b>	\$45 - \$60 per hr	Gutter, leader, downspout, all
<b>Interim Control: Gutter Replacement</b>	\$10 - \$18 per ft	Gutter, leader, downspout, all
<b>Interim Control: Wallboard repair/replacement</b>	\$5 - \$7 per sq ft	Wall, ceiling
<b>Interim Control: Wallboard repair</b>	\$3 - \$5 per sq ft	Includes tape, patch, joint compound
<b>Interim Control: Wallboard install (wall/ceiling)</b>	\$4 - \$6 per sq ft	Includes tape, joint compound, sanding
<b>Interim Control: Wall/Ceiling Paint</b>	\$4 - \$8 per sq ft	Includes lead block and finish coating
<b>Furnace filter-replace</b>	\$5 - \$35 each	
<b>Cleaning: Unit cleaning for clearance</b>	\$25 - \$100 per room	HEPA, wet wipe, rug shampoo. Dependant on size of room and cleaning methods used.
<b>Disposal of lead components</b>	\$25 - \$250	Windows, doors, trim, wall board, carpet, etc.
<b>Frame/sheathing repairs for door/window replacement</b>	\$40-\$65 per hour	If needed for proper installation of replacement component.
<b>Ancillary cost: Other</b>	case by case	Health and Safety or structural repairs not noted above