

**Borough of Highland Park Housing Authority  
242 South 6<sup>th</sup> Avenue Highland Park, NJ 08904**

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**Donna Brightman, Executive Director**

**Request for Proposals**

**ROOFTOP RENTAL FOR  
WIRELESS TELECOMMUNICATIONS ANTENNAS**

Proposals due by 2:00 p.m. on Tuesday, March 24, 2020

# Request for Proposals

## ROOFTOP RENTAL FOR WIRELESS TELECOMMUNICATIONS ANTENNAS

### I. INTRODUCTION

It is the intent of this Request to enter into an agreement(s) with a qualified Contractor(s) for the lease of the rooftop of the Samuel J. Kronman building located at 242 So. Sixth Avenue in Highland Park, NJ for the purposes of installing, operating and maintaining wireless telecommunications antennas.

Sealed Proposals will be received by mail or hand delivered to the Housing Authority of the Borough of Highland Park (Authority) **no later than 2:00 p.m. on Tuesday, March 24, 2020.**

Contractors must have all applicable State licenses and must comply with all other pertinent laws, rules and/or regulations.

### II. TERM OF CONTRACT

If awarded, the lease(s) resulting from this Request for Proposals (RFP) shall be executed for a minimum period of five (5) years (negotiable). The lease shall provide the successful bidder with an option to renew the lease for additional five year terms under the same terms and conditions except for applicable rental adjustments.

### III. PRE-BID MEETING

Pre-bid meetings shall be by appointment only. Interested parties shall email [cs@WoodbridgeHousingAuthority.org](mailto:cs@WoodbridgeHousingAuthority.org) or call 732-634-2750 x 101 to schedule an appointment.

### IV. GENERAL CONDITIONS

1. The commencement date of the lease shall be the first day of the month following the date the contractor is granted all applicable building permits from the Borough of Highland Park (and/or any other agency responsible for issuing such permits), or the date an agreement or contract is signed by the contractor and the Authority, whichever is later.
2. The Authority reserves the right to accept or reject any and all bids, the right not to accept the highest bid, and the right to accept more than one rooftop lease, if possible.
3. The successful bidder shall be solely responsible for obtaining all federal, state, county and municipal approvals, licenses and permits.
4. The successful bidder shall comply with all applicable governmental laws, rules, regulations and orders respecting the premises and the use thereof.

5. The successful bidder shall only utilize qualified contractors and employees to install, repair or remove the improvements constructed upon the premises. The premises during the term of the lease shall always be kept in a clean and orderly condition.

6. Prior to the commencement of the lease term with the successful bidder, it shall be the obligation of the successful bidder to obtain and maintain liability insurance against all claims on account of personal injury and property damage or death to persons, for which the successful bidder may become liable as a result of the use and occupancy of the premises and shall name the Authority an additional insured under said policy.

The successful bidder shall maintain such comprehensive general liability insurance in an amount of not less than \$5,000,000, which coverage shall include bodily injury and property damage liability.

The successful bidder shall provide the Authority with a Certificate of Insurance, evidencing compliance with this section and providing the Authority with thirty (30) days prior written notice of cancellation or amendment of said policy. The successful bidder shall also maintain fire and extended insurance on any building to be constructed on the lease premises.

Workers 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.

7. The required lease agreement shall be prepared by the successful bidder and shall be subject to the approval of the Authority attorney. The lease shall provide that notwithstanding anything to the contrary contained therein, the Authority or any successor in interest may terminate the lease upon not less than 180 day's written notice to LESSEE in the event the Authority or its successor determines to demolish the building. In such event the LESSEE shall remove its equipment from the premises prior to the expiration of the 180 day notice period.

8. The premises shall be used by the successful bidder for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities. The bidder is responsible for precisely conveying the nature of the equipment to be installed, the specific use of the equipment and the approximate area of the roof to be used on the bid proposal form attached herein.

9. The successful bidder, at their expense, shall be responsible for restricting access to their facilities, including, without limitation, the construction of a fence.

10. The successful bidder shall at its own expense maintain the communications equipment shelter and other facilities at the site(s) in a safe condition, and in good order and repair.

11. The successful bidder shall maintain and utilize the premises in such a manner so as not to conflict with the existing uses of the site(s).

12. The use of the premises by the successful bidder shall not damage or impair the strength of the site(s) and the accessories thereon; nor interfere with the maintenance of the premises.

13. All utilities, including electric, telephone, water, sewer and gas used on premises during the term of the lease shall be connected, installed, maintained and paid for by the successful bidder. The successful bidder shall maintain all utilities independent of the Authority's services. The successful bidder shall be responsible at its sole cost and expense for bringing utilities to any building constructed on the premises and shall cause an electric meter to be installed. The successful bidder shall pay for all utility services used at the premises as well as for the power needed to operate the building, if any, and improvements constructed thereon.

14. In the event the successful bidder does not comply with all of the terms of the lease then and in that event, the Authority may, at its option, declare the lease null and void. The said lease shall be assigned only upon written notice and approval by the Authority.

## V. EVALUATION PROCESS

All proposals will be evaluated by an Evaluation Committee in accordance with the following factors and requirements:

### **FACTORS:**

1. Price(s) offered to the Authority.
2. Qualifications/Experience with similar projects.
3. Space(s) needed on rooftop(s).
4. Flexibility in sharing rooftop(s) with another contractor.
5. Payment terms (longevity and renewal terms).
6. Contract terms-Contractor is to prepare the contract to be used in this agreement. All contracts are subject to the approval of the Authority attorney and governing body before commencement.

The above factors represent a minimum of what the Authority evaluation team will be looking for in the proposals. Contractor proposals will be evaluated as a whole, and should in some way make reference to or explain variations of the **general conditions in IV above**. The evaluation committee will choose the Contractor(s) who have demonstrated through their proposals that their firm will be the most advantageous and profitable choice for the Authority.

## VI. SUBMISSION REQUIREMENTS

1. Interested firms shall submit their proposals to Donna Brightman, Executive Director, Highland Park Housing Authority, 242 So. Sixth Ave, Highland Park, NJ 08904 no later than **2 PM prevailing time on Tuesday, March 24, 2020** by mail or delivery. The proposals must be sealed in an envelope clearly marked "**Sealed Proposal-Rooftop Rental**" with the Proposer's name, address, telephone number and fax number.
2. Proposals should contain, at a minimum, detailed explanations of the above mentioned evaluation factors.
3. A signed bid proposal form.
4. A signed Stockholder Disclosure Certification.

## VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

1. **Mandatory Affirmative Action Agreement.** No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. All bidders are to sign and submit the Affirmative Action Agreement included herein. The full, required regulatory text is included as Appendix A of this bid request.

2. **Stockholder Disclosure.** N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership. Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Stockholder Disclosure Certification document shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. **Failure to submit a stockholder disclosure document shall result in rejection of the bid.**

3. **Proof of Business Registration.** N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730.

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.

**END OF SPECIFICATIONS**

**THANK YOU FOR YOUR INTEREST IN THE  
HIGHLAND PARK HOUSING AUTHORITY**

# Highland Park Housing Authority

REQUEST FOR PROPOSALS

PUBLIC NOTICE

Housing Authority of the Borough of Highland Park

ROOFTOP RENTAL(S) FOR WIRELESS TELECOMMUNICATIONS ANTENNAS

PUBLIC NOTICE is hereby given that sealed Proposals will be received by the Housing Authority of the Borough of Highland Park (Authority) for the rooftop lease of the Authority's six-story Samuel J. Kronman Building located at 242 So. Sixth Avenue, Highland Park, NJ 08904 for the purposes of installing, operating and maintaining wireless telecommunications antenna(s).

Sealed proposals shall be due no later than 2:00 p.m. on Tuesday, March 24, 2020 prevailing time at the Authority offices located at the same location. The Authority reserves the right to waive any informalities in bids and to reject any and all bids if it is in the best interest of the Authority to do so.

The complete Request for Proposals (RFP) may be downloaded from [www.HighlandParkHousing.org](http://www.HighlandParkHousing.org) at no cost and must be submitted as requested in the RFP. Pre-bid meetings shall be by appointment only.

Bidders must be authorized to do business in New Jersey. Any Bidder which is a corporation not chartered under the laws of the State of New Jersey must submit an affidavit certifying that said corporation is authorized to do business in the State of New Jersey.

Bidders are required to comply with the requirements of Public Law 1975, c.127 which pertains to "Non-Discrimination" and "Affirmative Actions", and Public Law 1977, c.33, which requires a Statement of Corporate Ownership.

Advertised: Home News and The Star Ledger

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)**  
**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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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 for the 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 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 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 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and 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.**

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

The contractor and the Housing Authority of the Borough of Highland Park, (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. §121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the 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 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 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 obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and 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.



# Highland Park Housing Authority

## PROPOSAL FORM

### ROOFTOP RENTAL FOR WIRELESS TELECOMMUNICATIONS ANTENNAS

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(Name of Bidder)

hereby submits a bid for the rooftop lease of the Samuel J. Kronman Building located at 242 So. Sixth Avenue, Highland Park, NJ 08904, at an initial annual price of: \$\_\_\_\_\_.

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

*Price in words*

increased at the rate of \_\_\_\_\_ (\_\_\_\_\_)% annually for an initial term of five years.  
(words)

For the lease of the rooftop of the building for the purposes of installing, operating and maintaining wireless telecommunications antennas.

Additional remarks (optional):

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

**Federal ID#** \_\_\_\_\_

**Address** \_\_\_\_\_

**Signature of Authorized Agent / Title** \_\_\_\_\_

**Print or Type Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**Phone Number** \_\_\_\_\_ **Fax Number** \_\_\_\_\_

**Email Address** \_\_\_\_\_

# Highland Park Housing Authority

## 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:

a. 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

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

OR

c. 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: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

# Highland Park Housing Authority

## STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

Name of Business \_\_\_\_\_

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

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

- Partnership       Limited Liability Corporation       Corporation       Sole Proprietorship  
 Limited Partnership       Limited Liability Partnership       Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2020.

(Notary Public)

My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name & title of affiant)

(Corporate Seal)