



CITY OF HACKENSACK
COUNTY OF BERGEN
STATE OF NEW JERSEY

**REQUEST FOR PROPOSALS (RFP)
FAIR AND OPEN PUBLIC SOLICITATION PROCESS
ADMINISTRATIVE AGENT FOR FAIR SHARE PLAN
ADMINISTRATION OF AFFORDABLE HOUSING UNITS**

MAYOR:

John P. Labrosse, Jr.

DEPUTY MAYOR:

Kathleen Canestrino

CITY COUNCIL:

Stephanie Von Rudenborg
Leonardo Battaglia
Gerald Carroll

CITY CLERK:

Deborah Karlsson

CITY MANAGER:

Vincent Caruso

FIRM NAME:

ADDRESS:

TELEPHONE:

CITY OF HACKENSACK
65 CENTRAL AVENUE
HACKENSACK, NEW JERSEY 07601

NOTE:

The *City of Hackensack* will consider Proposals only from Firms or Organizations that have demonstrated the capability and willingness to provide high quality services in the manner described in this Request for Proposals.

To receive Addenda or Modification to this Request for Proposals, please provide the Clerk with Respondent's name, email address, and phone number upon receipt of this Document.

ISSUE DATE:

Wednesday, November 10, 2021

DUE DATE:

Friday, December 10, 2021

DUE TIME:

11:00 o'clock a.m.

THE CITY OF HACKENSACK
BERGEN COUNTY, NEW JERSEY
PUBLIC NOTICE FOR THE SOLICITATION OF
REQUEST FOR PROPOSALS FOR
ADMINISTRATIVE AGENT FOR
FAIR SHARE PLAN ADMINISTRATION
OF AFFORDABLE HOUSING UNITS

NOTICE IS HEREBY GIVEN THAT the *City of Hackensack* is soliciting Sealed Proposals from interested persons and/or Firms for the Provision of the Service listed in accordance with the “Fair and Open Process” pursuant to N.J.S.A. 19:44A-20.5, et seq. Through a Request for Proposals (“RFP”) process, persons and/or Firms interested in assisting the *City of Hackensack* with provision of such service must prepare and submit a Proposal in accordance with the procedure and schedule in the RFPs. The *City of Hackensack* will review Proposals only from those Firms that submit a Proposal which includes all the information required. The *City of Hackensack* intends to qualify (a) persons and/or Firm that (a) possess the Professional, Financial, and Administrative capabilities to provide the Proposed Service, and (b) agree and meet the Terms and Conditions determined by the *City of Hackensack* that provide the greatest benefit to the Taxpayers of *City of Hackensack*. The selection of Qualified Respondents is not subject to the Provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. The selection is subject to the “New Jersey Local Unit Pay-To-Play Law, N.J.S.A. 19:44A-20.4, et seq., however. The *City of Hackensack* has structured a Procurement Process that seeks to obtain the desired results, while establishing a Competitive Process, to assure that each person and/or Firm provided an Equal Opportunity to submit a Proposal in response to the RFP. The factors to be considered by the *City of Hackensack* include, but are not limited to: (i) experience and reputation in the profession; (ii) knowledge of the subject matter to be addressed under Agreement; (iii) availability to accommodate any required meetings of the *City of Hackensack*; (iv) any other factors demonstrated to be in the best interest of the *City of Hackensack*.

Instruction and Proposal Documents may be downloaded from the *City of Hackensack* Website <http://www.hackensack.org/> *City of Hackensack* **WILL NOT** mail instruction and Qualification Documents. Sealed Proposals must be submitted to, and be received by, Ms. Deborah Karlsson, City Clerk, 65 Central Avenue, 3rd Floor, Hackensack, New Jersey 07601 on or before **11:00 a.m. on Friday, December 10, 2021**. Respondents are instructed to label the outside of the sealed envelope or sealed package to the effect that the enclosure consists of a Proposal in response to this request for the solicitation of an Administrative Agent for Fair Share Plan Administration of Affordable Housing Units. Proposals will not be accepted by facsimile transmission or email.

Monica Villafana, QPA

INVITATION TO SUBMIT PROPOSALS

Administrative Agent for Fair Share Plan Administration of Affordable Housing Units

The *City of Hackensack* (“City”) is soliciting Proposals from Qualified Respondents for an Administrative Agent for Fair Share Plan Administration of Affordable Housing Units. Proposals are being solicited through a Fair and Open Process in accordance with N.J.S.A. 19:44A-20, et seq. Copies of Request for Proposals will be available at the City Clerk’s Office, located at 65 Central Avenue, 3rd Floor, Hackensack, New Jersey 07601. Sealed RFP responses must be received by the City Clerk no later than **11:00 a.m. on Friday, December 10, 2021**. Proposals **(One (1) Original and Three (3) copies)** shall be submitted in a sealed envelope to:

Designated Contact Person:
Deborah Karlsson, City Clerk
City of Hackensack
65 Central Avenue, 3rd Floor
Hackensack, New Jersey 07601

Respondent will be selected based upon on an evaluation of the most advantageous Proposal, price, and other factors. Proposals will be evaluated on the basis of the following criteria:

1. Respondent’s qualifications, availability, and experience working on this type of work.
2. Understanding of Scope of Work, appropriateness of work proposed in task description, and guidelines. Respondent’s innovation and ingenuity applied to Project.
3. Prior experience and familiarity with the *City of Hackensack* and similar projects either under the supervision or direction of a similar Entity.

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP shall be submitted in writing no less than five (5) days prior to the due date of the Proposal. All interpretations and clarifications considered necessary by the *City of Hackensack’s* Representative in response to such comments and questions shall be responded to no less than seven (7) days prior to the due date of the Proposal.

The *City of Hackensack* assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an Agreement. The liability of the *City of Hackensack* shall be limited to the Terms and Conditions of the Agreement. Respondents will assume responsibility for all costs not stated in their Proposals. All unit rates either stated in the Proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the *City of Hackensack*, are not to be billed and will not be paid.

Any Agreement entered into between the Respondent and the *City of Hackensack* must be in accordance with and subject to compliance by both Parties with the New Jersey Local Public Contracts Law. The Respondent must agree to comply with the nondiscrimination Provisions and all other Laws and Regulations applicable to the performance of services there under. The Respondent shall sign and acknowledge such forms and certificates as may be required by this section.

No Corporation or Partnership shall be awarded any Agreement for the performance of any work or the furnishing of any goods, unless, with receipt of the Proposal of said Corporation or Partnership, there is submitted a statement setting forth the names and addresses of all Stockholders in the Corporation or Partnership who own ten (10%) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

The right to reject any or all Proposals and to waive immaterial formalities is reserved by the *City of Hackensack*.

SCHEDULE OF EVENTS

EVENT	DATE
RFP Issue Date.....	Wednesday, November 10, 2021
RFP Response Due Date.....	Friday, December 10, 2021 at 11:00 A.M.

GLOSSARY

The following definitions shall apply to and are used in this Request for Proposals:

- **“City”**: Refers to the *City of Hackensack*.
- **“Proposal”**: Refers to the complete responses to this RFP submitted by the Respondents.
- **“Due Date”**: Refers to the date and time by which Qualification Statements must be received by the *City of Hackensack* Agency in order to be considered for award of the Agreement or position.
- **“Qualification Statement”**: Refers to the complete responses to this RFP submitted by the Respondents.
- **“Qualified Respondent”**: Refers to those Respondents who (in the Sole Judgment of the *City of Hackensack*) have satisfied the qualification criteria set forth in this RFP.
- **“RFP”**: Refers to this Request for Proposals and Financial Proposal, including any Amendments thereof or supplements thereto.
- **“Respondent” or “Respondents”**: Refers to the interested Firm(s) that submit a Proposal.
- **Services**: Refers to the services the *City of Hackensack* seeks from the Administrative Agent for Fair Share Plan Administration of Affordable Housing Units in this RFP process.
- **“Successful Respondent” or “Respondents”**: Refers to the Respondent selected by the *City of Hackensack* to perform the Services.

PROPOSER'S RFP REMINDERS

The Most Critical Things to Keep in Mind When Responding to The Request for Proposals for the City of Hackensack

- **Read the *entire* Document:** Note critical items such as: Mandatory Requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; Agreement requirements (i.e., Contract Performance Security, Insurance Requirements, Performance and/or Reporting Requirements, etc.)
- **Note the Procurement Officer's Name, Address, Phone Numbers, and Email Address:** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
- **Attend the Pre-Proposal Conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the Project, or to notify the *City of Hackensack* of any ambiguities, inconsistencies, or errors in the RFP.
- **Take advantage of the "question and answer" period.** Submit your questions to the Procurement Officer by the due date listed in the Schedule.
- **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
- **Provide complete answers/descriptions:** Read and answer **all** questions and requirements. Don't assume the *City of Hackensack* or Evaluation Committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the *City of Hackensack*. The Proposals are evaluated based solely on the information and materials provided in your response.
- **Use the forms provided:** i.e., cover page, sample budget form, certification forms, etc.
- **Review and read the RFP Document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the Evaluation Committee Members and will be used to score your response.
- **Submit your response on time:** Note all the dates and times listed in the Schedule of Events and within the Document, and be sure to submit all required items on time. Late Proposal response will not be accepted.

Proposer's Initials: _____

"This checklist is provided for assistance only and should be submitted with Proposer's Response".

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 **Project Overview:**

The *City of Hackensack* seeks Sealed Proposals from qualified persons or Firms to serve as the *City of Hackensack's* Administrative Agent for Fair Share Plan Administration of Affordable Housing Units, as required by the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq., (“Act”), applicable Rules and Regulations of the Council on Affordable Housing (“COAH”), Uniform Housing Affordability Control (“UHAC”) Regulations, the *City of Hackensack's* Fair Share Plan, and related Court Decisions and Rulings.

1.1 **Agreement Term:**

The Agreement Term is for **One (1) up to Five (5) Years.**

1.2 **Single Point of Contact:**

From the date this RFP is issued until a Proposer is selected and the selection is announced by the City Clerk, **Proposers may not communicate with any *City of Hackensack* Staff, Commissioners or Officials regarding this Procurement, except at the direction of Deborah Karlsson, RMC, City Clerk, in charge of the solicitation.** Any unauthorized contact may disqualify the Proposer from further consideration. Contact information for the single point of contact is as follows:

Designated Contact Person:

**Deborah Karlsson, RMC
City Clerk
City of Hackensack
65 Central Avenue, 3rd Floor
Hackensack, New Jersey 07601
Phone Number: (201) 646-3941
Fax Number: (201) 457-1466
dkarlsson@hackensack.org**

1.3 **Required Review:**

1.3.1 Review RFP. Proposers should carefully review all instructions, Mandatory Requirements, Specifications, Standard Terms and Conditions set out in this RFP and promptly notify the City Clerk identified above in writing of any ambiguity, inconsistency, unduly restrictive Specifications, or error which they discover upon examination of this RFP. This should include any Terms or Requirements within the RFP that either preclude the Proposer from responding to the RFP or add unnecessary cost.

This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of inquiries set forth below. The *City of Hackensack* will make any final determination of changes to the RFP.

1.3.2 Form of Questions. Proposers with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing, via e-mail, to the City Clerk referenced above on or before **11:00a.m., Friday, December 10, 2021.** Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.3.3 City Response. The *City of Hackensack* will provide written answers to Proposers' questions. Any other form of interpretation, correction, or change to this RFP will not be binding. Proposers must sign and return any Addendum with their RFP response.

1.4 Pre-Proposal Conference: - No Pre-Proposal conference is scheduled.

1.5 General Requirements:

1.5.1 Acceptance of Standard Terms and Conditions/Agreement. By submitting a response to this RFP, Proposer agrees to acceptance of the Standard Terms and Conditions as set out in this RFP. Much of the language included in the Standard Terms and Conditions reflects requirements of New Jersey Law. Requests for additions or exceptions to the Standard Terms and Conditions including any necessary licenses, or any added Provisions must be submitted to the City Clerk referenced above by the date for receipt of written/e-mailed questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the Proposer's ability to respond to the RFP or perform the Agreement. Any material exceptions requested and granted to the standard Terms and Conditions language will be addressed in any formal written Addendum issued for this RFP and will apply to all Proposers submitting a response to this RFP. *City of Hackensack* will make any final determination of changes to the Standard Terms and Conditions.

1.5.2 Resulting Agreement. This RFP and any Addenda, the Proposer's RFP response, including any Amendments and any clarification question responses, shall be included in any resulting Agreement. The *City of Hackensack's* Agreement contains the Agreement Terms and Conditions which will form the basis of any Agreement between the *City of Hackensack* and the selected Proposer. In the event of a dispute as to the Duties and Responsibilities of the Parties under this Agreement, the Agreement, along with any attachments prepared by the *City of Hackensack*, will govern in the same order of precedence as listed in the Agreement.

1.5.3 Mandatory Requirements. To be eligible for consideration, a Proposer *must* meet the intent of all Mandatory Requirements. The *City of Hackensack* will determine whether a Proposer's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed Non-Responsive.

1.5.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, Proposer agrees to an understanding of and compliance with the Specifications and Requirements described in this RFP.

1.5.5 Proposer's Signature. The Proposals must be signed in ink by an individual authorized to legally bind the business submitting the Proposal. The Proposer's signature on a Proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the *City of Hackensack* from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.5.6 Offer in Effect for Sixty (60) Days. A Proposal may not be modified, withdrawn or canceled by the Proposer for a sixty (60) day period following the deadline for Proposal

submission as defined in the Schedule of Events and Proposer so agrees in submitting the Proposal.

1.6 Submitting a Proposal:

1.6.1 Content of Proposal. Proposers should address all requests for information and qualifications set forth in this RFP.

1.6.2 Failure to Comply with Instructions. Proposers failing to comply with the instructions in this RFP may be subject to point deductions.

1.6.3.1 Copies Required and Deadline for Receipt of Proposals. Proposers must submit **One (1) Original Proposal, Three (3) Copies** to the *City of Hackensack*. Proposals must be sealed and labeled on the outside of the package. The Proposer must indicate the following on the outside of the envelope: (1) the name and address of the Service Provider; (2) “RFP - Administrative Agent for Fair Share Plan Administration of Affordable Housing Units” and (3) “Sealed RFP Response”. Proposals must be received by Deborah Karlsson, RMC, City Clerk prior to **11:00 A.M. local time, on Friday, December 10, 2021.**

Forward Proposals to:
Deborah Karlsson, RMC
City Clerk
City of Hackensack
65 Central Avenue, 3rd Floor
Hackensack, New Jersey 07601

1.6.3.2 Late Proposals. *Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.* It shall be the Proposer’s sole risk to assure delivery at the designated Office by the designated time. Late Proposals will not be opened and will be returned to the Proposer at the expense of the Proposer or destroyed if requested.

1.7 Cost of Preparing a Proposal:

1.7.1 City Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the Proposal as requested by the *City of Hackensack* are entirely the responsibility of the Proposer. The *City of Hackensack* is not liable for any expense incurred by the Proposer in the preparation and presentation of their Proposal or any other costs incurred by the Proposer prior to execution of an Agreement.

1.7.2 All Timely Submitted Materials Become City Property. All materials submitted in response to this RFP become the property of the *City of Hackensack*.

SECTION 2: RFP STANDARD INFORMATION

2.0 Authority:

This RFP is issued under the authority of the *City of Hackensack*. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2.1 Proposer Competition:

The *City of Hackensack* encourages free and open competition among Proposers. Whenever possible, the *City of Hackensack* will design Specifications, Proposal Requests, and Conditions to accomplish this objective, consistent with the necessity to satisfy the *City of Hackensack's* need to procure technically sound, cost-effective services and supplies.

2.2 Receipt of Proposals and Public Inspection:

2.2.1 Public Information. All information received in response to this RFP, including copyrighted material, subject to Public Disclosure and may be made available for public viewing after the time for receipt of Proposals has passed with the following four (4) exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the *City of Hackensack*; (3) any company financial information requested by the *City of Hackensack* to determine Vendor responsibility, unless prior written consent has been given by the Proposer and (4) other constitutional protections, or as otherwise not subject to disclosure according to OPRA guidelines.

2.2.2 City Clerk Review of Proposals. Upon opening the Proposals received in response to this RFP, the City Clerk in charge of the solicitation will review the Proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the Proposal.
- The Proposal does not contain confidential material in the cost or price section.
- An Affidavit from a Proposer's Legal Counsel attesting to and explaining the validity of any trade secret claim asserted by the Proposer.

Information separated out under this process will be available for review only by the City Clerk, the Evaluation Committee Members, and limited other Designees. Proposers must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of an Open Public Records request from another Party.

2.3 Classification and Evaluation of Proposal:

2.3.1 Initial Classification of Proposals as Responsive or Non-Responsive. All Proposals will initially be classified as either "Responsive" or "Non-Responsive". Proposals may be found Non-Responsive any time during the evaluation process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the Proposal is not within the Plans and

Specifications described and required in the RFP. If a Proposal is found to be Non-Responsive, it may be subject to point deductions.

2.3.2 Determination of Responsibility. The *City of Hackensack* will determine whether a Proposer has met the standards of responsibility. Such a determination may be made at any time during the evaluation process if information surfaces that would result in a determination of Non-Responsibility. If a Proposer is found Non-Responsive, the determination must be in writing, made a part of the Procurement File and mailed to the affected Proposer.

2.3.3 Evaluation of Proposals. The *City of Hackensack* will evaluate the Proposals and recommend whether to award the Agreement in order to determine the Firm to be selected. All Responsive Proposals will be evaluated based on stated evaluation criteria. The *City of Hackensack* may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing quality and contractual factors. These will be used to determine the most advantageous offering to the *City of Hackensack*.

2.3.4 Completeness of Proposals. Selection and award will be based on the Proposer's Proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Proposers outside the formal response or subsequent discussion may not be considered.

2.3.5 Opportunity for Discussion and/or Oral Presentation/Product Demonstration. After receipt of all Proposals and prior to the determination of the award, the *City of Hackensack* may initiate discussions with one or more Proposers should clarification be necessary. Proposers may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Proposers should be prepared to send qualified personnel to the *City of Hackensack* to discuss technical and contractual aspects of the Proposal. Oral presentations/demonstrations, if requested, shall be at the Proposer's expense.

2.3.6 Agreement Award. Agreement awards, if any, will be made to the Proposer who the *City of Hackensack* determines who best can provide the services required and provides all required Documents. Formal Agreement incorporating this RFP, including attachments hereto, and the selected Proposals, will be executed by all Parties.

2.4 City's Rights Reserved:

While the *City of Hackensack* has every intention to award Agreement as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the *City of Hackensack* to award and execute any Agreement. Upon a determination that such action would be in its best interest, the *City of Hackensack*, in its sole discretion, reserves the right to cancel or terminate this RFP; reject any or all Proposals received in response to this RFP; waive any undesirable, inconsequential, or inconsistent Provisions of this RFP which would not have significant impact on any Proposal; not award if it is in the best interest of the *City of Hackensack* not to

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proceed with Agreement execution; or if awarded, terminate any Agreement if the *City of Hackensack* determines adequate funds are not available.

SECTION 3: SCOPE OF PROJECT (OVERVIEW)

3.0 Scope of Work:

The *City of Hackensack* seeks Sealed Proposals for a Qualified Administrative Agent for Fair Share Plan Administration of Affordable Housing Units (“Administrative Agent”), as required by the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq. (“Act”), applicable Rules and Regulations of the Council on Affordable Housing (“COAH”), Uniform Housing Affordability Control (“UHAC”) regulations, the *City of Hackensack’s* Fair Share Plan, and related Court Decisions and Rulings.

The Act allows the *City of Hackensack* to implement a program to provide affordable housing units to low and moderate-income households desiring to live within the *City of Hackensack*. The State has promulgated affordability controls in regulations designed to implement the Act, by assuring that low and moderate-income units that are created under the *City of Hackensack’s* Fair Share Plan are occupied by low and moderate-income households for an appropriate period of time. The *City of Hackensack* will select an Administrative Agent for the purposes of providing affordability control services for all affordable housing within the *City of Hackensack* as included in this RFP and subsequent Agreement.

Under the *City of Hackensack’s* Fair Share Plan, COAH Rules and Regulations, and UHAC Regulations, the Administrative Agent shall act hereunder primarily as an Agent of the *City of Hackensack*. Anything herein to the contrary notwithstanding, however, the *City of Hackensack* will delegate to the Administrative Agent, and the Administrative Agent must accept, responsibility for enforcing substantive Provisions of the Act, the *City of Hackensack’s* Fair Share Plan, COAH Rules and Regulations and UHAC Regulations. The *City of Hackensack*, however, shall retain the ultimate responsibility for ensuring effective compliance with the *City of Hackensack’s* Fair Share Plan, COAH Rules and Regulations, and UHAC Regulations and the Administrative Agent will assist in this compliance and come under the supervision of the *City of Hackensack’s* Municipal Housing Liaison.

For the term hereof, and without exception, this Scope of Work and subsequent Agreement shall govern the Provision of affordability control services for all affordable housing units located within the *City of Hackensack* that fall under the jurisdiction of the Fair Housing Act, the *City of Hackensack’s* Fair Share Plan, COAH Rules and Regulations and UHAC Regulations.

Subject to the Court’s approval, the *City of Hackensack* defines the following Scope of Work for the Administrative Agent and hereby agree to the following Terms and Conditions.

3.1 Services to be Provided:

As directed by the Mayor and City Council, City Manager or other designated City Officials, the Administrative Agent shall be required to perform the Duties and Responsibilities as are set forth in the *City of Hackensack’s* Fair Share Plan and Affordable Housing Ordinance, COAH Rules and Regulations, and UHAC Regulations, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18, and any other applicable source, which includes, but is not limited to:

1. **Affirmative Marketing:**
 - (a) Conducting an outreach process to insure affirmative marketing of affordable housing units in accordance with the Affirmative Marketing Plan of the *City of Hackensack* and the Provisions of N.J.A.C. 5:80-26.15;
 - (b) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by COAH;
 - (c) Providing counseling or contracting to provide counseling services to low-and moderate-income Applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
2. **Household Certification:**
 - (a) Soliciting, scheduling, conducting and following up on interviews with interested households;
 - (b) Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low-or-moderate-income unit;
 - (c) Providing written notification to each Applicant as to the determination of eligibility or non-eligibility;
 - (d) Requiring that all certified Applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1, et seq.;
 - (e) Creating and maintaining a referral list of eligible Applicant households living in the housing region and eligible Applicant households with members working in the housing region where the units are located;
 - (f) Employing a random selection process as provided in the Affirmative Marketing Plan of the *City of Hackensack* when referring households for certification to affordable units.
3. **Affordability Controls:**
 - (a) Furnishing to Attorneys or closing Agents' forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
 - (b) Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
 - (c) Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Bergen County Clerk's office after the termination of the affordability controls for each restricted unit;
 - (d) Communicating with lenders regarding foreclosures;

- (e) Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10 et seq.
4. **Resale and Rental:**
- (a) Instituting and maintaining an effective means of communicating information between Owners and the Administrative Agent regarding the availability of restricted units for resale or rental;
- (b) Instituting and maintaining an effective means of communicating information to low and moderate-income households regarding the availability of restricted units for resale or re-rental.
5. **Processing Requests from Unit Owners:**
- (a) Reviewing and approving requests from Owners of restricted units who wish to take out home equity loans or refinance during the term of their Ownership;
- (b) Reviewing and approving requests to increase sales prices from Owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the cost of central air conditioning systems;
- (c) Notifying the *City of Hackensack* of an Owner's intent to sell a restricted unit;
- (d) Processing requests and making determinations on requests by Owners of restricted units for hardship waivers.
6. **Enforcement:**
- (a) Securing annually from Municipalities lists of all affordable housing units for which tax bills are mailed to absentee Owners, and notifying all such Owners that they must either move back to their unit or sell it;
- (b) Securing from all Developers and Sponsors of restricted units, at the earliest point of contact in the processing of the Project or Development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
- (c) The posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;
- (d) Sending annual mailings to all Owners of affordable dwelling units, reminding them of the Notices and Requirements outlined in N.J.A.C. 5:80-26.18(d)4;
- (e) Establishing a program for diverting unlawful rent payments to the *City of Hackensack's* affordable housing trust fund or other appropriate Municipal Fund approved by the NJDCA;

- (f) Creating and publishing a written operating manual, as approved by the Court Master, setting forth procedures for administering such affordability controls;
 - (g) Providing annual reports to the Court Master as required.
7. The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder as directed by the *City of Hackensack's* Municipal Housing Liaison.

3.2 City's Responsibilities to the Administrative Agent:

The *City of Hackensack* shall:

1. Provide to the Administrative Agent the name, title, and telephone number of the Municipal Official designated as the Municipal Housing Liaison to the Administrative Agent on all matters related to this Scope of Work;
2. Review that applicable Local Ordinances are not in conflict with, and enable efficient implementation of, the Rules and the Provisions outlined in this RFP;
3. Monitor the status of all restricted units in the *City of Hackensack's* Fair Share Plan based on the information supplied and reports submitted by the Administrative Agent;
4. Compile, verify the monthly and annual reports supplied by the Administrative Agent, and submit annual reports as required by the Court;
5. Attend meetings with Affordable Housing Providers as arranged by the Administrative Agent, as applicable;
6. Develop a Court-approved, as applicable, Affirmative Marketing Plan and distribute to the Administrative Agent;
7. Monitor that all restricted affordable units are identified as affordable within the Tax Assessor's Office and any Municipal Utility Authority (MUA) database. The *City of Hackensack* and MUA shall promptly notify the Administrative Agent of a change in billing address, payment delinquency of two billing cycles, transfer of title, or institution of a writ of foreclosure on all affordable units;
8. Provide all reasonable and necessary assistance to the Administrative Agent in support of efforts to enforce Provisions of the *City of Hackensack* Fair Share Plan, COAH Rules and Regulations, as amended, deed covenants, mortgages, court decisions or other authorities governing the affordability control services to be provided under this Scope of Work and subsequent Agreement.

SECTION 4: PROPOSER QUALIFICATIONS

4.1 **References:**

Proposers shall provide a minimum of three (3) references that are using services of the type Proposed in this RFP. The references may include County Government, Municipalities, or universities where the Proposer, preferably within the last three (3) years, has successfully completed three (3) Agreements of this type. At a minimum, the Proposer shall provide the Entities name, the location where the services were provided, contact person(s), contact's position, customer's telephone number, a complete description of the service type, dates the services were provided, and cost of services. These references may be contacted to verify Proposer's ability to perform the Agreement. The *City of Hackensack* reserves the right to use any information or additional references deemed necessary to establish the ability of the Proposer to perform the conditions of the Agreement.

4.2 **Resumes/Company Profile and Experience:**

Proposer shall specify how long the Individual/Company submitting the Proposal has been in the business of providing services similar to those requested in this RFP and under what company name. A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the Agreement.

4.3 **Detail and Supporting Documentation:**

Proposer will provide sufficient detail, information, supporting Documentation or examples of the following:

- 4.3.1 Name of Individual assigned primary responsibility for the Project.
- 4.3.2 Names, addresses, and telephone numbers of anticipated Sub-Contractors.
- 4.3.3 Firm's experience with Governmental Agencies: Federal, State, County, and Local.
- 4.3.4 Detail experience in administering similar Projects. Explain the extent of your experience, how each element is addressed and whether the service is done in-house or contracted out.
- 4.3.5 Describe how your Firm ensures good communication with clients (client report mechanisms, etc.).
- 4.3.6 Has Proposer worked with New Jersey Counties or Municipalities on previous Projects? Is Proposer familiar with the terrain of New Jersey?

4.4 **General Abilities/Method of Providing Services:**

Proposer should provide a description of the work plan and the methods to be used that will convincingly demonstrate to the *City of Hackensack* what the Proposer intends to do, the ability to accomplish the work, and how the work will be accomplished.

- 4.4.1 The Proposal submitted in response to the RFP may be used as an example of a Professional Document produced by the Proposer.

- 4.4.2 The Proposer should have experience in all aspects of administering similar Projects. Proposer and staff must be familiar with Federal and State Statutes, Regulations and Procedures.
- 4.4.3 The Proposer must have the ability to work with the Government Agencies at various levels, Federal, State and Local. History of good working relationships with Counties and Municipalities, specifically in New Jersey is helpful.

SECTION 5: PAYMENT TERMS

Although total Agreement costs will not be the determining factor, budget or allocations of funds will be considered.

- 5.1 The Proposer shall provide a pricing/fee structure for the services described in Section 3.1, Scope of Work, inclusive of items 1 through 7, as an Hourly Rate, Retainer, or any other method that clearly communicates the nature of the payment to be made for the services to be provided.
- 5.2 The Proposer may use Subcontractors when necessary to provide incidental services, provided that those services are in direct support of the services provided by the Proposer to the *City of Hackensack*. The Proposer shall direct the work of any Subcontractor and the Subcontractor shall report to the Proposer. If the *City of Hackensack* has an existing Agreement with a Qualified Vendor to perform any service that would otherwise be performed by a Subcontractor to the Proposer, the *City of Hackensack* may direct the Proposer to use that Vendor.
- 5.3 The Proposer shall submit a detailed monthly invoice and execute the standard *City of Hackensack* payment voucher as a requirement for any payment.

SECTION 6: EVALUATION CRITERIA

6.0 Evaluation Criteria:

The *City of Hackensack* will review all Proposals to determine if they satisfy the RFP requirements and evaluate the Proposals based upon the Evaluation Criteria. The Respondent determined to best meet the *City of Hackensack* needs will then be recommended to the Governing Body for award of Agreement, based on price and other factors.

6.1 Evaluation Procedure:

The Evaluation Committee will evaluate the Proposals and determine whether to award the Agreement to the best Proposal or to seek discussions before awarding an Agreement. Selection and award will be based on the Contractor's Proposal and other items outlined in this RFP. Responses must be complete and address all the criteria listed. Information or materials presented by Contractors outside the formal response or subsequent discussion will not be considered.

6.2 Evaluation Criteria:

The Evaluation Committee will review and evaluate the offers according to the following criteria:

6.2.1 Qualifications/General Abilities. Proposer shall demonstrate the ability to provide the capacity and personnel to provide those services required by Specifications in the RFP. Demonstrate ability to deliver work products on time and on-budget.

Experience and training of Proposer Employees shall meet the specific needs of the RFP. Identify staff assigned to the Project; staff can provide a wide range of professional training, certification, education and experience specific to the needs of the *City of Hackensack*. Numbers of personnel available to service the Agreement are sufficient.

Proposal provides sufficient detail to establish expertise in the required services. References and work experience are sufficient, demonstrating that the Contractor has the experience and the ability to provide services at the required level for the duration of the Agreement. Specific experience with Federal, County and Local Government Agencies is preferred.

Proposal is professional in appearance. Information is organized, complete and meets RFP requirements for content and format.

6.2.2 Understanding of Project Scope/Proposed Methods/Procedures. Proposer's analysis of the needs detailed in the RFP and proposed actions are thorough and demonstrate Proposer's ability to evaluate data and develop a reasonable response.

6.2.3 Prior Experience and Familiarity. Expertise of the Firm shall be demonstrated by past Agreement successes providing Government Agencies with similar services. Proposer will be evaluated on knowledge, experience, prior collaboration and successful completion of Projects/Services similar to that requested in this RFP. In addition to relevant experience, Respondents shall provide personnel qualifications in their Proposal. Proposer response addresses experience, training, preferred methods, and perspectives which provide unique advantage to the Firm.

6.2.4 Management/Organization/Accessibility. Proposer provides general compliance and responsiveness to the *City of Hackensack's* needs and requests issued in the RFP.

Proposer presents procedures that ensure sufficient personnel are available to respond to unusual or unanticipated circumstances Contractor personnel are available for discussions and review. One or more methods of contacting Proposer personnel are identified and a clear detail is provided for notification of a Responsible Individual.

APPENDIX A
LETTER OF QUALIFICATION

(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter.)

Deborah Karlsson, City Clerk
City of Hackensack
65 Central Avenue, 3rd Floor
Hackensack, New Jersey 07601

Dear Ms. Karlsson:

The undersigned have reviewed our Qualification Statement submitted in response to the Request for Proposals (RFP) issued by the *City of Hackensack*, (“City”), dated _____ in connection with the *City of Hackensack's* need for (insert service) for the *City of Hackensack*.

We affirm that the contents of our Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief, and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of Name of Respondent.

(Respondent shall sign and complete the spaces provided below. If a Joint Venture, appropriate Officers of each company sign),

_____ (Signature of Chief Executive Officer)	_____ (Signature of Chief Financial Officer)
_____ (Printed Name and Title)	_____ (Printed Name and Title)
_____ (Printed Name of Firm)	_____ (Printed Name of Firm)

❖ If a Joint Venture, Partnership or other formal organization is submitting a Qualification Statement, each Participant shall execute this Letter of Qualification.

**APPENDIX B
LETTER OF INTENT**

(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter.)

**Deborah Karlsson, City Clerk
City of Hackensack
65 Central Avenue, 3rd Floor
Hackensack, New Jersey 07601**

Dear Ms. Karlsson:

The undersigned as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Proposals (RFP) issued by the *City of Hackensack* ("City"), dated (date), in connection with the *City of Hackensack's* need for (Insert Service) *City of Hackensack*.

(Name of Respondent) HEREBY STATES:

1. The Qualification Statement contains accurate, factual and complete information.
2. (Name of Respondent) agrees (agree) to participate in good faith in the Procurement process as described in the RFP and to adhere to the *City of Hackensack's* Procurement schedule.
3. (Name of Respondent) acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Qualification Statement and any Proposal prepared and submitted in response to the (RFP), or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. (Name of Respondent) hereby declares (declare) that the only persons participating in this Qualification Statement as Principals are named herein, and that no person other than those herein mentioned has any participation in the Qualification Statement or in any Agreement to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the *City of Hackensack*. (Name of Respondent) declares that the Qualification Statement is made without connection with any other person, Firm or parties who has submitted a Qualification Statement except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
5. (Name of Respondent) acknowledges and agrees that the *City of Hackensack* may modify, amend, suspend and/or terminate the Procurement process (in its Sole Judgment). In any case, the *City of Hackensack* shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the Procurement activities described in this RFP.
6. (Name of Respondent) acknowledges that any Agreement executed with respect to the Provision of (insert service) must comply with all applicable Affirmative and similar Laws.

Respondent hereby agrees to take such actions as are required in order to comply with such applicable Laws.

7. (Respondent shall sign and complete the space provided below. If a Joint Venture, appropriate Officers of each company shall sign).

(Signature of Chief Executive Officer)

(Printed Name and Title)

(Printed Name of Firm)

Dated:

- ❖ If a Joint Venture, Partnership or other Formal Organization is submitting a Qualification Statement, each participant shall execute this Letter of Intent.

Registering a Business with the New Jersey Department of the Treasury

Business organizations or individuals doing business in New Jersey are required to register with the Department of the Treasury, Division of Revenue. Registration is free and is a one-time action – there are no fees to register. However, you should update your contact and tax eligibility information as needed. Registration is required to conduct most business with any state, county, municipal, local board of education, charter school, county college, authority, or state college or university. The contracting agency may be required to have a copy of the “proof of registration certificate” submitted as part of a public bid or prior to issuing a purchase order.

To register: Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed online or by mailing a paper form to the Division. Online filing is strongly encouraged.

- Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm.
- Call the Division at 609-292-1730 to have a form mailed to you.
- Write the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Note: If you operate a corporation, limited partnership, limited liability company or limited liability partnership, before registering, you must obtain legal authority to operate in the State of New Jersey. Generally, this is accomplished by filing an original business certificate with the Division of Revenue, such as a Certificate of Incorporation or Formation. For more information on this subject, visit www.nj.gov/treasury/revenue/filecerts.htm, or call 609-292-9292.

Registering as an individual: There is a simplified registration process for individuals doing business with any New Jersey government agency. The form can be downloaded from the web at www.nj.gov/treasury/revenue/pdforms/regga.pdf. To obtain a copy by mail, call 609-292-1730, or write to the Division at the Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Questions? Call 609-292-1730 or submit e-mail: www.nj.gov/treasury/revenue/revcontact.html.

How do I receive the proof of registration certificate?

- New Registrants. When completing Form NJ-REG, make sure you answer “Yes” to the contractor/sub-contractor question (Online: Item 17; Paper Form: Item 18). The Division of Revenue will mail the certificate to the mailing address you supply on your registration form.
- Previously Registered Businesses. Call 609-292-1730 and select option 3. The Division of Revenue’s service agents will take your order and mail you a certificate. Please allow 7 to 10 working days to receive your certificate. Alternately, you may visit the Division’s Client Registration Bureau in person and request a certificate. The address is 847 Roebing Avenue, Trenton, NJ 08611. Service desk hours are 8:30am to 4pm, weekdays, excluding holidays.

What information does the proof of registration contain? The certificate displays the following information: Business Name, Trade Name (If Applicable), Tax Payer ID (Usually the Employer Identification Number), Business Address, Contractor Certification Number (State Issued), Certification Issuance Date, Effective Date (Business Start Date Entered on Form NJ-REG).

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

ss:

COUNTY OF _____

I _____ of the City of _____

in the County of _____ and the State of _____

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

I am _____

of the Firm of _____

the Bidder making the Proposal for the above-named project, and that I executed the said Proposal with full authority so to do; that said Bidder has not, directly or indirectly, entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free, Competitive Bidding in connection with the above named Project; and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the *City of Hackensack* relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the Agreement for the said Project.

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

(Name of Respondent) (N.J.S.A. 52:34-15)

(Also Type or Print Name of Affiant under Signature)

Subscribed and sworn to before me this
Day of 20_____.

Notary Public of
My commission expires:

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 AND N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All Goods, Professional Service and General Service Contracts are required to submit evidence of appropriate Affirmative Action Compliance to the *City of Hackensack* and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division Representatives will review the *City of Hackensack* files to determine whether the Affirmative Action evidence has been submitted by the Vendor/Contractor. Specifically, each Vendor/Contractor shall submit to the *City of Hackensack*, prior to the execution of the Agreement, **one (1)** of the following Documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the Vendor is under an existing Federally Approved or Sanctioned Affirmative Action Program. A copy of the approval letter is to be provided by the Vendor to the *City of Hackensack* and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally approved or sanctioned EEO/AA program? Yes No
If yes, please submit a copy of such approval.

-OR-

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-4 or 4.3. The Vendor must provide a copy of the Certificate to the *City of Hackensack* as evidence of its compliance with the Regulations. The Certificate represents the review and approval of the Vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificate must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a copy of such certificate.

-OR-

3. The Successful Vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the *City of Hackensack*. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the Contract, the EEO/AA evidence must be submitted.

The Successful Vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website http://www.state.nj.us/treasury/contract_compliance/.

The Successful Vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to the Public Agency.

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.

COMPANY: _____ **SIGNATURE:** _____

PRINT NAME: _____ **TITLE:** _____

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 et seq.

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this Contract, the Contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

REQUEST FOR PROPOSALS (RFP)
FAIR AND OPEN PUBLIC SOLICITATION PROCESS
ADMINISTRATIVE AGENT FOR FAIR SHARE PLAN
ADMINISTRATION OF AFFORDABLE HOUSING UNITS

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the Successful Respondent's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

The Successful Respondent shall submit to the Public Agency, after notification of award but prior to execution of this Agreement, one of the following three (3) Documents as forms of evidence:

(a) A photocopy of a valid letter that the Successful Respondent 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 Respondent in accordance with N.J.A.C. 17:27-4.

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

The Successful Respondent (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 Respondent copy is retained by the Respondent.

The undersigned Respondent 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. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned Respondent further understands that his/her RFP 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. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability
(MUST BE READ BY RESPONDENT)

The Respondent and the *City of Hackensack*, (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 Agreement. In providing any aid, benefit, or service on behalf of the *City of Hackensack* pursuant to this Agreement, the Respondent agrees that the performance shall be in strict compliance with the Act. In the event that the Respondent, its Agents, Servants, Employees, or Subcontractors violate or are alleged to have violated the Act during the performance of this Agreement, the Respondent shall defend the *City of Hackensack* in any action or administrative proceeding commenced pursuant to this Act. The Respondent shall indemnify, protect, and save harmless the *City of Hackensack*, 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 Respondent shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses rising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the *City of Hackensack's* grievance procedure, the Respondent agrees to abide by any decision of the *City of Hackensack* which is rendered pursuant to said grievance procedure, the Respondent agrees to abide by any decision of the *City of Hackensack* which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the *City of Hackensack*, or if the *City of Hackensack* incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Respondent shall satisfy and discharge the same at its own expense.

City of Hackensack shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Respondent along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the *City of Hackensack* or any of its Agents, Servants, and Employees, the Owner shall expeditiously forward or have forwarded to the Respondent every demand, complaint, notice, summons, pleading, or other process received by the *City of Hackensack* or its Representatives.

**ACKNOWLEDGEMENT OF MANDATORY EQUAL EMPLOYMENT
OPPORTUNITY LANGUAGE AND MANDATORY AMERICANS WITH
DISABILITIES ACT OF 1990**

I Hereby Certify That _____
Name of Respondent

Has Submitted an RFP for Administrative Agent for Fair Share Plan Administration of Affordable Housing Units

On This _____ Day of _____, 20____, and

In Compliance with Public Law 1975, Chapter 127 (N.J.A.C. 17:27), as described in the Request for Proposals.

Authorized Signature

Title

Subscribed and sworn to before me this

_____ Day of _____ 20____.

Notary Public of

My commission expires: _____, 20____.

**(PLEASE NOTE: THE RESPONDENT MUST FILL IN AND EXECUTE THIS PAGE
AND SUBMIT IT AS PART OF THE RFP).**

Insurance Requirements for Vendors & Suppliers Working on Premises

1. Protection of Persons and Property:

The Respondent shall protect all materials and equipment for which they are responsible, which is stored at the Project site for incorporation in the work, or which has been incorporated into the work. They shall replace all materials and equipment which may be lost, stolen or damaged at their expense, whether or not such materials or equipment have entirely or partially been paid for by the *City of Hackensack*.

2. Insurance:

The Respondent, prior to commencing work, shall provide at his own cost and expense, the following insurance to the *City of Hackensack* with Insurance Companies licensed in the State of New Jersey, which insurance shall be evidenced by Certificates and/or Policies as determined by the *City of Hackensack*. Each Certificate or Policy shall require that a thirty-day (30) notice shall be given to the City Clerk of the *City of Hackensack* by registered mail, return receipt requested, if any Policy or any Individual Coverage is altered or cancelled, and for all of the following stated Insurance Policies. All such notices shall name the Respondent and identify the Agreement and Project number if applicable. Certificates of Insurance shall be delivered to the City Clerk of the *City of Hackensack*, prior to the Commencement of the Project. All Certificates of Insurance shall state that the "*City of Hackensack* is an additional Insured" for this Agreement.

3. Worker's Compensation and Employer's Liability Insurance:

The Respondent shall provide proof of Worker's Compensation Insurance and be in compliance with the Compensation Law of the State of New Jersey. In the event any work is sublet, the Respondent shall require the Sub-Contractor similarly to provide Worker's Compensation Insurance for all of the latter's Employees to be engaged in such work unless such Employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. Employer's Liability: Limit of liability shall be a minimum of \$1,000,000, in accordance with New Jersey Statute.

4. General Liability:

The Respondent shall provide Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for Bodily Injury and Property Damage. A claim made" Policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverages:

- Premises
- Operations
- Use of Independent Contractors and Sub-contractors
- Products and Completed Operations
- Broad Form Contractual
- Broad Form Property Endorsement
- Fire Legal Liability, \$100,000

The insurance required under this section shall protect the Respondent and their Sub-Contractor(s), respectively, against damage claims which may arise from operations under this

Agreement whether such operations are by the Insured or by anyone directly or indirectly employed by the Respondent and also against any of the special hazards which may be encountered in the performance of this Agreement. When such special hazards are encountered, the above coverages shall be provided with the elimination of the XCU exclusion from the Policy or otherwise submit proof that XCU is covered.

5. Automobile Liability:

Automobile Liability Insurance, with a combined single limit of liability per occurrence of \$1,000,000 for Bodily Injury and Property Damage, is required. This insurance shall include Bodily Injury and Property Damage with the following coverage:

- Owned Automobiles
- Hired Automobiles
- Non-owned Automobiles

6. Additional Insurance Requirements:

All Policies and Certificates of Insurance shall be approved by the *City of Hackensack* prior to the inception of any work and shall contain the following:

- ❖ Insurers shall have no right of recovery or subrogation against the *City of Hackensack*, including its Agents and Agencies, it being the intention of the Parties that the Insurance Policies so affected shall protect the Parties and be primary coverage for any and all losses covered by the above-described insurance.
- ❖ The Insurance Companies issuing the Policy or Policies shall have no recourse against the *City of Hackensack* including their Agents and Agencies as aforesaid for payment of any premiums or for assessments under any form of Policy.
- ❖ The Respondent shall assume all responsibility for loss or damage to Respondent's materials, equipment and machinery involved under the Agreement.
- ❖ The Respondent shall assume all responsibility to save the *City of Hackensack* harmless from any loss or damage to all materials, equipment and machinery involved under this Agreement.
- ❖ All Certificates of Insurance shall state that the *City of Hackensack* is carried as "an Additional Insured" for the purposes of the Agreement, and shall include Form CG 20100704 attached or its equivalent as determined solely by the *City of Hackensack*.

7. Indemnification & Hold Harmless:

The Respondent shall indemnify and hold harmless the *City of Hackensack*, its Elected and Appointed Officials, its Employees, Agents, and Servants from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including Attorneys' fees) or other expenses or liabilities (including the investigation and defense of any claims) arising out of or resulting from the performance of the Respondent's work or the completed operations provided that any such claims, damage, loss or expenses is (a) attributed to Bodily Injury, sickness, disease, or death, or to injury to or destruction of the tangible property including the loss of the use resulting there from, and (b) is caused in whole or part by a negligent act or

omission of the Respondent, or anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable (including a claim by an Employee of the Respondent) regardless of whether it is caused in part by a Party indemnified hereunder.

In any and all claims against the *City of Hackensack*, its Elected and Appointed Officials, its Employees, Agents and Servants, by an Employee of the Respondent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Respondent, under Workers' Compensation Acts, disability benefits acts or other Employees benefits acts.

STATEMENT OF OWNERSHIP DISCLOSURE

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 completed, certified to, and included with all RFP submissions. Failure to submit the required information is cause for automatic rejection of the RFP.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of Business Organization:

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

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

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

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

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a Respondent has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and

**REQUEST FOR PROPOSALS (RFP)
FAIR AND OPEN PUBLIC SOLICITATION PROCESS
ADMINISTRATIVE AGENT FOR FAIR SHARE PLAN
ADMINISTRATION OF AFFORDABLE HOUSING UNITS**

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

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

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

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the Respondent; that the City of Hackensack is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any Agreement with City of Hackensack to notify the City of Hackensack in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my Agreement(s) with the, permitting the City of Hackensack to declare any Agreement(s) resulting from this certification void and unenforceable.

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

DISCLOSURE OF INVESTMENT IN IRAN

Pursuant to N.J.S.A. 52:32-57 et seq. (P.L. 2012, c. 25 and P.L. 2021, c. 4) any person or Entity that submits a Bid or Proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor Entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or Entity engaged in Investment Activities in Iran: The Chapter 25 list is found on the Division's website at:

<https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX:

I certify, pursuant to N.J.S.A. 52:32-57 et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

PROPOSAL

CITY OF HACKENSACK:

The undersigned declares that he/she has read the Request for Proposal attached, that he/she has determined the conditions affecting the Proposal and agrees, if this Proposal is accepted, to Furnish and Deliver Services per the attached Schedule of Fees for the following:

Position:

Administrative Agent for Fair Share Plan Administration of Affordable Housing Units

Company Name: _____

Federal I.D.: _____

Address: _____

Signature of Authorized Agent: _____

Type or Print Name: _____

Title: _____

Date: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Rate / Fees: _____

CITY OF HACKENSACK

CHECKLIST FOR ITEMS TO BE SUBMITTED WITH QUALIFICATIONS STATEMENT

Proposal Checklist:

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each Document/section attesting to the fact that you have read and/or included the Documents with your RFP.

Administrative Conditions and Requirements _____

Scope of Work _____

Qualification Statement _____

Proof of Licensure _____

References _____

Evaluation Criteria _____

Acknowledgement of Receipt of Addenda _____

Non-Collusion Affidavit _____

Stockholder Disclosure _____

Affirmative Action Mandatory Language _____

Submission of NJ Form AA302 _____

Americans with Disabilities Act Mandatory Language _____

Business Registration Certificate to be supplied with RFP _____

W-9 Form _____

Disclosure of Investment Activities in Iran _____

Signature: The undersigned hereby acknowledges that he/she has submitted the required Documents with the Qualifications Statement and will submit the remaining required Documents prior to execution of an Agreement with the *City of Hackensack*.

Name of Respondent/Firm: _____

Print Name and Title: _____

Signature: _____ **Date:** _____

CITY OF HACKENSACK

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (Initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No Addenda were received:

Acknowledgement for:

(Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____