

**THE CITY OF HACKENSACK  
COUNTY OF BERGEN  
STATE OF NEW JERSEY**



**REQUEST FOR PROPOSALS (RFP)  
FAIR AND OPEN PUBLIC SOLICITATION PROCESS  
PUBLIC RELATIONS CONSULTANT**

**Date Packet Available: Friday, June 22, 2018**

**Bid Due By: Friday, July 20, 2018 at 10:00 A.M.**

**Bid Submitted By: \_\_\_\_\_**

**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.

**THE CITY OF HACKENSACK  
BERGEN COUNTY, NEW JERSEY  
PUBLIC NOTICE FOR THE SOLICITATION OF  
REQUEST FOR PROPOSALS FOR  
PUBLIC RELATIONS CONSULTANT**

**NOTICE IS HEREBY GIVEN THAT** the City of Hackensack is soliciting Sealed Proposals from interested persons and/or firms for the provision of the professional 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 the 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 contract; (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 obtained at the Office of the City Clerk, 65 Central Avenue 3<sup>rd</sup> Floor, Hackensack, New Jersey 07601 between the hours of 9:00 A.M. to 4:00 P.M. prevailing time Monday thru Friday, excluding legal Holidays or maybe downloaded from the city website [www.hackensack.org](http://www.hackensack.org). The 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, 3<sup>rd</sup> Floor, Hackensack, N.J. 07601 on or before **10:00 a.m. on Friday, July 20, 2018**. 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 Professional Service. Proposals will not be accepted by facsimile transmission or email.

James A. Mangin, CFO/QPA

**INVITATION TO SUBMIT PROPOSALS**  
**Public Relations Consultant**

The City of Hackensack (“City”) is soliciting Proposals from Qualified Respondents to provide for Public Relations Services.

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, 3<sup>rd</sup> Floor, Hackensack, New Jersey 07601.

Sealed RFQ responses must be received by the City Clerk no later than **10:00 A.M. on Friday, July 20, 2018.** Proposals **(one (1) Original and eight (8) copies)** shall be submitted in a sealed envelope to:

**Designated Contact Person:**

**Deborah Karlsson, City Clerk**  
**City of Hackensack**  
**65 Central Avenue, 3<sup>rd</sup> 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’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 assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the City shall be limited to the terms and conditions of the contract. 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, are not to be billed and will not be paid.

Any contract entered into between the Respondent and the City 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 contract 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.

**SCHEDULE OF EVENTS**

<b>EVENT</b>	<b>DATE</b>
RFP Issue Date.....	Friday, June 22, 2018
RFP Response Due Date.....	Friday, July 20, 2018 at 10:00 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.
- **“Qualified Respondent”**: Refers to those Respondents who (in the sole judgment of the City) 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.

## 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; contract 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. 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".**

**PROPOSER'S RFP REMINDERS**

**SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS**

**1.0 Project Overview:**

The City seeks Sealed Proposals from qualified Public Relations Firms to provide services including but not limited to consultation, developing advertising programs, press releases, and special projects on an as-needed basis.

**1.1. Contract Term:**

The contract 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 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, 3<sup>rd</sup> Floor  
Hackensack, New Jersey 07601  
Phone Number: (201) 646-3941  
Fax Number: (201) 457-1466  
[dkarlsson@hackensack.org](mailto: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 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 **Friday, July 20, 2018.** 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 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/Contract.** 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 contract. 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. The City will make any final determination of changes to the standard terms and conditions.

**1.5.2 Resulting Contract.** This RFP and any addenda, the Proposer's RFP response, including any amendments and any clarification question responses, shall be included in any resulting contract. The City's contract contains the contract terms and conditions which will form the basis of any contract between the City and the selected Proposer. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

**1.5.3 Mandatory Requirements.** To be eligible for consideration, a Proposer *must* meet the intent of all mandatory requirements. The City 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 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 Copies Required and Deadline for Receipt of Proposals.** Proposers must submit **one (1) original Proposal, eight (8) copies** to the City. 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- Public Relations Consultant**” and **(3)** “**Sealed RFP Response**”. **Proposals must be received by Deborah Karlsson, RMC, City Clerk prior to 10:00 A.M. local time, on Friday, July 20, 2018.**

**Forward proposals to:**

**Deborah Karlsson, RMC  
City Clerk  
City of Hackensack  
65 Central Avenue, 3<sup>rd</sup> Floor  
Hackensack, New Jersey 07601**

**1.6.4 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 are entirely the responsibility of the Proposer. The City 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 a contract.

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

## 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 encourages free and open competition among Proposers. Whenever possible, the City will design Specifications, Proposal Requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the City'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 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; (3) any company financial information requested by the City 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 nonresponsive 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 nonresponsive, it may be subject to point deductions.

**2.3.2 Determination of Responsibility.** The City 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 will evaluate the Proposals and recommend whether to award the contract to the firm determined to best meet the needs of the City or, if necessary, to seek discussion in order to determine the firm to be selected. All Responsive Proposals will be evaluated based on stated evaluation criteria. The City 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.

**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 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 Contract Award.** Contract awards, if any, will be made to the Proposer who the City determines who best can provide the services required and provides all required documents. Formal contracts 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 has every intention to award contracts as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City to award and execute any contract. Upon a determination that such action would be in its best interest, the City, 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 not to proceed with contract execution; or if awarded, terminate any contract if the City determines adequate funds are not available.

## **SECTION 3: SCOPE OF PROJECT (OVERVIEW)**

### **3.0 Scope of Work:**

The City of Hackensack (hereinafter referred to as “City”) seeks sealed proposals for a Qualified Public Relations Firm. The Public Relations Firm shall be required to provide the following services, as directed by the Mayor and City Council, City Manager or other designated City Officials:

### **3.1 Retainer Services:**

1. Consult with the City’s elected and Appointed Officials as needed on Public Relations, public information, communications planning and strategy, and crisis management, including during non-business hours in the event of an emergent matter requiring a time-sensitive response.
2. Attend regularly scheduled and special meetings of the City Council and provide incidental photography at such meetings as needed. Attend special City events when the presence of a Public Relations expert is deemed necessary.
3. Prepare and place press releases and coordinate press conferences and interviews, including securing media coverage for same.
4. Serve as spokesperson for the City in response to media and press inquiries.
5. Assist City officials with preparing and editing public communications, presentations, and speeches.
6. Prepare advertisements for informational purposes and for City-sponsored events.
7. Develop tax bill inserts.
8. Draft newsletters and other informational communications to Residents and Taxpayers, and oversee production and delivery of same.
9. Promote the anticipated opening of the Hackensack Performing Arts Center.
10. Prepare City Officials when they are required to appear in broadcast and other media.
11. Advise the City on its social media efforts.
12. Perform media placement services (under the terms set forth in Section 5.6)
13. Prepare and provide cost estimates for all proposed special projects.

### **3.2 Special Projects:**

Special Projects include any work of a specialized nature, such as website development, video production, or marketing and branding efforts not directed to existing Residents and Taxpayers, that is not set forth in the retainer services set forth above, but is in furtherance of the City’s Public

Relations and communications efforts, as may be agreed upon by the Public Relations Firm and the City. The City has no obligation to engage the Public Relations Firm in any Special Projects.

## 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 years, has successfully completed three contracts 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 contract. The City 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 contract.

### 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 contract.

### 4.3 Detail and Supporting Documentation:

Contractor 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 contractor worked with New Jersey Counties or Municipalities on previous projects? Is Contractor 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 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 Contractor.
- 4.4.2 The Contractor should have experience in all aspects of administering similar projects. Contractor and staff must be familiar with Federal and State statutes, regulations and procedures.
- 4.4.3 The contractor 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 contract costs will not be the determining factor, budget or allocations of funds will be considered.

**5.1** The Proposer shall be paid a retainer to provide the basic services included in Section 3.1, Scope of Work, inclusive of items 1 through 12, in an amount not to exceed \$4,000.00 per month.

**5.2** The basic services included in the retainer include developing the concept, writing the content, and other creative work required to prepare a printed communication, such as an advertisement or a newsletter, as well as managerial oversight from concept through delivery of the communication. However, it is understood that there may be incidental costs involved in the production and delivery of such a communication that are outside the scope of the retainer. These incidental costs may include, but are not limited to, graphic design, professional photography, printing and mail shop services. Prior to incurring any such incidental costs, the Proposer shall provide the City with a written estimate setting forth all the incidental costs that will be incurred in the preparation of a printed communication, along with the anticipated total cost to produce the communication. All incidental costs shall be charged to the City at a commercially reasonable rate. No incidental costs may be incurred without prior approval of the City Manager or designee.

**5.3** Prior to performing any Special Projects as set forth in Section 3.2, the Proposer shall submit a written estimate to the City for approval, which shall include in detail a price breakdown for the Proposer's services and any incidental costs that may be incurred, and an estimated schedule for the completion of the Special Project. The City Manager or designee shall approve any Special Project before any work is to be performed or cost incurred.

**5.4** 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. The Proposer shall direct the work of any subcontractor and the subcontractor shall report to the Proposer. If the City has an existing contract with a qualified vendor to perform any service that would otherwise be performed by a subcontractor to the Proposer, the City may direct the Proposer to use that vendor.

**5.5** The Proposer shall submit a detailed monthly invoice, as well as a separate invoice for each Special Project, and execute the standard City payment voucher as a requirement for any payment.

**5.6** If the City requires the Proposer to perform media placement services, the Proposer shall directly contract with the appropriate entity, and not as an agent of the City, after negotiating the lowest possible media placement rates. The Proposer shall receive fifteen percent (15%) net cost

markup with its invoice for all media placement under the contract. This markup shall only apply to the net cost for media placement, and any incentives, discounts or rebates provided to the Proposer must be passed on to the City. The Proposer shall provide all necessary back-up documentation along with its invoice to ensure compliance with the terms of this section.

## SECTION 6: EVALUATION CRITERIA

### 6.0 Evaluation Criteria:

The City 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 needs will then be recommended to the Governing Body for award of contract, based on price and other factors.

### 6.1 Evaluation Procedure:

The Evaluation Committee will evaluate the Proposals and determine whether to award the contract to the best Proposal or to seek discussions before awarding a contract. 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. Numbers of personnel available to service the contract 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 contract. 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 contract successes providing Government Agencies with similar services. Respondent 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. Contractor 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'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, 3<sup>rd</sup> 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’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, 3<sup>rd</sup> 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’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’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 contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City. (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 may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the City 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 contract 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](http://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](http://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](http://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](http://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](mailto: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 Roebling 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).

**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 bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

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

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

**Part I**

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

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

**Part II**

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

**OR**

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

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

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

**Part III**

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

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

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

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

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

**Part IV**

**Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *<name of contracting unit>* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *<type of contracting unit>* to notify the *<type of contracting unit>* 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 *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

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



**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 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 contract, **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/](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:** \_\_\_\_\_

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

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

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

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, 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 sub-contractor 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 targeted 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, race, 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 (3) documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302  
(Electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its sub-contractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

## **Insurance Requirements for Vendors & Suppliers Working on Premises**

### **1. Protection of Persons and Property:**

The Contractor 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.

### **2. Insurance:**

The Contractor, 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 Contractor and identify the contract 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 contract.

### **3. Worker’s Compensation and Employer’s Liability Insurance:**

The Contractor 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 Contractor 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 Contractor 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 “claims 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 Contractor and their Sub-contractor(s), respectively, against damage claims which may arise from operations under this contract whether such operations are by the Insured or by anyone directly or indirectly employed by the Contractor



and also against any of the special hazards which may be encountered in the performance of this contract. 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, 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 including their Agents and Agencies as aforesaid for payment of any premiums or for assessments under any form of policy.
- ❖ The Contractor shall assume all responsibility for loss or damage to Contractor's materials, equipment and machinery involved under the contract.
- ❖ The Contractor shall assume all responsibility to save the City harmless from any loss or damage to all materials, equipment and machinery involved under this contract.
- ❖ All Certificates of Insurance shall state that the City of Hackensack is carried as "an additional insured" for the purposes of the contract, and shall include Form CG 20100704 attached or its equivalent as determined solely by the City.

**7. Indemnification & Hold Harmless:**

The Contractor/Vendor shall indemnify and hold harmless the City of Hackensack, its Commissioners, 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 Contractor's/Vendor'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 an negligent act or omission of the Contractor/Vendor, 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 Contractor/Vendor) regardless of whether it is caused in part by a party indemnified hereunder.

In any and all claims against the City of Hackensack, its Commissioners, its Employees, Agents and Servants, by an employee of the Contractor/Vendor, 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 Contractor/Vendor, under Workers' Compensation acts, disability benefits acts or other employees benefits acts.

POLICY NUMBER: \_\_\_\_\_ COMMERCIAL GENERAL LIABILITY  
CG 20100704

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT  
CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS  
SCHEDULED PERSON OR ORGANIZATION**

*This endorsement modifies insurance provided under the following:*

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE**

Name of Additional Insured Person (s) Or Organization (s):	Locations of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II:**

Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.**

With respect to the insurance afforded to these additional insured’s, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another Contractor or Sub-contractor engaged in performing operations for a principal as a part of the same project.

**STATE OF NEW JERSEY-- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Quote Number:** \_\_\_\_\_ **Bidder/ Offeror:** \_\_\_\_\_

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://wWN.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of 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.

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

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

CITY OF HACKENSACK

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder 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 Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

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

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