



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

Mayor:

Caseen Gaines

Deputy Mayor:

Agatha Toomey

City Council:

Sonya Clark-Collins

Philip Carrol

Roberto Diaz

Acting City Clerk:

Timothy J. Hoffman

Deputy Clerk:

Allison Saabye

City Manager:

Thomas Freeman

Firm Name: _____

Contact Name: _____

Address: _____

Phone Number: (_____) _____

Email Address: _____@_____._____

RFP Issue Date: Friday, April 24, 2026

RFP Response Due Date: Wednesday, May 13, 2026

RFP Response Due Time: 10:00 a.m. Prevailing Time

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

**PUBLIC NOTICE FOR THE SOLICIATION OF REQUEST FOR PROPOSALS FOR
PUBLIC RELATIONS CONSULTANT**

NOTICE IS HEREBY GIVEN THAT that sealed request for Proposal submissions will be received by the City of Hackensack, Timothy Hoffman, Acting City Clerk for the services set forth below in accordance with the “Fair and Open Process” pursuant to N.J.S.A. 19:44A-20.5, et seq.

RFP – Public Relations Consultant

Instruction and Proposal Documents may be obtained at the City of Hackensack, City Clerk’s Office, 65 Central Avenue, 3rd Floor, Hackensack, New Jersey 07601, Monday through Friday during business hours 8:30 a.m. to 4:30 p.m. or downloadable on the City Website <http://www.hackensack.org/>. The City of Hackensack **WILL NOT** mail instructions or Qualification Documents.

Sealed Proposals must be submitted to, and be received by, Timothy Hoffman, Acting City Clerk, 65 Central Avenue, 3rd Floor, Hackensack, New Jersey, 07601 on or before **10:00am. prevailing time on Wednesday, May 13, 2026.** Responses must be enclosed in a sealed envelope. The Respondent must indicate the following on the outside of the envelope: **(1) the name and address of the Respondent; (2) Title of the Professional Service for which the response is submitted; and (3) “Sealed RFP Response”.** Response may be delivered by hand, overnight courier, or mail. The envelope containing the response must be received by the City of Hackensack by the date and time set forth above. No late responses will be accepted. Proposals will not be accepted by facsimile transmission or email.

If awarded an Agreement, your Company/Firm shall require to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.

Agreement will be awarded based on the most advantageous responses. The City of Hackensack reserves the right to reject any or all responses.

Monica Villafana, QPA

INVITATIONS TO SUBMIT PROPOSALS

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 (RFP) will be available at the City of Hackensack, City Clerk's Office, located at 65 Central Avenue, 3rd Floor, Hackensack, New Jersey 07601.

Sealed RFP responses must be received by Timothy Hoffman, Acting City Clerk no later than 10:00 a.m. on Wednesday, May 13, 2026. Proposals **(One (1) original and Six (6) copies)** shall be submitted in a sealed envelope to:

Designated Contact Person:
Timothy Hoffman, Acting City Clerk
City of Hackensack
City Clerk's Office
65 Central Avenue, 3rd Floor
Hackensack, New Jersey 07601
Phone Number: (201) 646-3940
Fax Number: (201) 457-1466
thoffman@hackensack.org

Respondent will be selected based upon an evaluation of the most advantageous Proposal, price, and other factors.

Respondents are expected to carefully examine this Request for Proposals (RFP) and observe all requirements contained herein. All questions regarding the meaning or intent of this RFP must be submitted in writing no later than seven (7) days prior to the proposal due date.

All interpretations, clarifications, or addenda deemed necessary by the City's designated representative in response to such questions will be issued no later than five (5) days prior to the proposal due date and will be posted on the City's official website at <http://www.hackensack.org/>. It is the responsibility of each Respondent to review the website for any addenda or additional information prior to submission.

The City assumes no responsibility or liability for costs incurred by Respondents prior to the execution of a formal Agreement. The liability of the City shall be strictly limited to the terms and conditions set forth in the fully executed Agreement. Respondents shall assume responsibility for all costs not expressly stated in their Proposals. All unit rates and pricing submitted must be all-inclusive. No additional charges shall be permitted unless expressly authorized in writing by the City for additional services requested. Unauthorized additional charges will not be paid.

Any Agreement awarded shall be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The Respondent shall agree to comply with all applicable federal, state, and local laws, regulations, and ordinances, including nondiscrimination

requirements. The Respondent shall execute and submit all required statutory forms, certifications, and acknowledgments as may be required under applicable law.

Pursuant to N.J.S.A. 52:25-24.2, no corporation or partnership shall be awarded an Agreement for the performance of any work or the furnishing of any goods unless, at the time of Proposal submission, there is provided a statement setting forth the names and addresses of all Stockholders or Partners who own ten percent (10%) or greater interest therein. The Respondent shall complete and submit the Ownership Disclosure Statement included in this RFP.

The City reserves the right to reject any or all Proposals, to waive immaterial informalities or technical defects, and to award an Agreement in the best interest of the City of Hackensack.

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 Public Relations Consultant Firm 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 individuals and firms that submit Qualification Statements.
- **“Services”**: Refers to the Professional Services the Public Relations Consultant Firm seeks in this RFP process.
- **“Successful Respondent” or “Respondents”**: Refers to the Respondent selected by the Public Relations Consultant Firm to perform the Services.

Respondent'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.

Respondent's Initials: _____

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

Section 1

Project Overview and Instructions:

1.0 Project Overview:

The City of Hackensack seeks 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 Agreement term is for **One (1) to Five (5) Years**.

1.2 Single Point of Contact:

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

Designated Contact Person:
Timothy J. Hoffman, Acting Clerk
Acting City Clerk
City of Hackensack
65 Central Avenue, 3rd Floor
Hackensack, New Jersey 07601
Phone Number: (201) 646-3940
Fax Number: (201) 457-1466
thoffman@hackensack.org

1.3 Required Review:

1.3.1 Review RFP. Respondent 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 Respondent 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. Respondents 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 . 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 Respondents' questions. Any other form of interpretation, correction, or change to this RFP will not be binding. Respondents 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, Respondent 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 Respondent'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 Respondents submitting a response to this RFP. The 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 Respondent'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 Respondent. 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 Respondent *must* meet the intent of all Mandatory Requirements. The City of Hackensack will determine whether a Respondent'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, Respondent agrees to an understanding of and compliance with the Specifications and Requirements described in this RFP.

1.5.5 Respondent's Signature. The Proposals must be signed in ink by an individual authorized to legally bind the business submitting the Proposal. The Respondent'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 twenty (20) Days. A Proposal may not be modified, withdrawn or canceled by the Respondent for a twenty (20) day period following the deadline for Proposal submission as defined in the Schedule of Events and Respondent so agrees in submitting the Proposal.

1.6 Submitting a Proposal:

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

1.6.2 Failure to Comply with Instructions. Respondent 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. Respondent must submit **One (1) Original Proposal, and Six (6) Copies** to the City of Hackensack. Proposals must be sealed and labeled on the outside of the package. The Respondent 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 **Timothy J. Hoffman, Acting City Clerk** prior to 10:00 a.m. local time, on **Wednesday, May 13, 2026.**

Forward Proposals To:
Timothy J. Hoffman, Acting City Clerk
City of Hackensack
65 Central Avenue, 3rd Floor
Hackensack, New Jersey 07601
Phone Number: (201) 646-3941
Fax Number: (201) 457-1466

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 Respondent’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 Respondent at the expense of the Respondent 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 Respondent. The City of Hackensack is not liable for any expense incurred by the Respondent in the preparation and presentation of their Proposal or any other costs incurred by the Respondent 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 Respondents. 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 Respondent responsibility, unless prior written consent has been given by the Respondent 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 Respondent's Legal Counsel attesting to and explaining the validity of any trade secret claim asserted by the Respondent.

Information separated out under this process will be available for review only by the City Clerk, the Evaluation Committee Members, and limited other Designees. Respondents 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 Respondent 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 Respondent is found Non-Responsive, the determination must be in writing, made a part of the Procurement File and mailed to the affected Respondent.

2.3.3 Evaluation of Proposals. The City of Hackensack will evaluate the Proposals and recommend whether to award the Agreement to the Firm determined to best meet the needs of the City of Hackensack 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 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 Respondent'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 Respondents 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 Respondents should clarification be necessary. Respondents 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, Respondents 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 Respondent's expense.

2.3.6 Agreement Award. Agreement awards, if any, will be made to the Respondent who the City of Hackensack determines who best can provide the services required and provides all required Documents. Formal Agreements 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 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:

Public Relations Consultant:

The City of Hackensack (hereinafter referred to as “City”) seeks 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 Services:

1. Consult with the City of Hackensack’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. Develop quarterly City newsletters and other informational communications to Residents and Taxpayers, and oversee production and delivery of same.
3. Advise the City of Hackensack on its Social Media efforts and assist in the review of the City’s internal communications processes and procedures to ensure efficient and consistent messaging.
4. Assist in targeted public information efforts, including featured articles, press releases, publicity, and outreach to Residents in digital and print formats to increase awareness of City events, services, and other significant community matters.
5. 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 Services set forth above, but is in furtherance of the City of Hackensack’s Public Relations and communications efforts, as may be agreed upon by the Public Relations Firm and the City of Hackensack. The City of Hackensack has no obligation to engage the Public Relations Firm in any Special Projects.

Responders may, at their discretion, include pricing for optional or out-of-scope services, such as: (a) expanded crisis communications support; (b) additional strategic communication development; (c) media training; (d) on-site or after-hours support.

Section 4

Respondent Qualifications:

4.1 References:

Respondents 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 Respondent, preferably within the last three (3) years, has successfully completed three (3) Agreements of this type. At a minimum, the Respondent 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 Respondent’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 Respondent to perform the conditions of the Agreement.

4.2 Resumes/Company Profile and Experience:

Respondent 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:

Respondent 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-Consultants.

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 Respondent worked with New Jersey Counties or Municipalities on previous Projects? Is Respondent familiar with the terrain of New Jersey?

4.4 General Abilities/Method of Providing Services:

Respondent 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 Respondent 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 Respondent.

4.4.2 The Respondent should have experience in all aspects of administering similar Projects. Respondent and staff must be familiar with Federal and State statutes, Regulations, and Procedures.

4.4.3 The Respondent 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.

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

Respondent's Initials: _____

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 compensation proposal, including fee structure, transparency, and overall cost-effectiveness, price and other factors including:

6.0.1 Qualifications/General Abilities. Respondent 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 Respondent 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 Respondent 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.

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

6.0.3 Prior Experience and Familiarity. Expertise of the Firm shall be demonstrated by past Agreement 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. Respondent response addresses experience, training, preferred methods, and perspectives which provide unique advantage to the Firm.

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

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

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 Respondent's Proposal and other items outlined in this RFP. Responses must be complete and address all the criteria listed. Information or materials presented by Respondents outside the formal response or subsequent discussion will not be considered.

Section 7:

Additional Requirements:

7.0 AMERICANS WITH DISABILITIES ACT OF 1990

This subsection is, is not incorporated into the Agreement.

The Contractor 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. § 12101, *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 Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or Subcontractors violate or are alleged to have violated the Act during the performance of this Agreement, the Contractor shall defend the City of Hackensack in any action or administrative proceeding commenced pursuant to this Act. The Contractor 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 Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City of Hackensack's grievance procedure, the Contractor 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 Contractor shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the City of Hackensack of the services provided by the contractor pursuant to this Agreement will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the City of Hackensack pursuant to this paragraph.

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

7.1 RETENTION OF RECORDS

This subsection is, is not incorporated into the Agreement.

Pursuant to N.J.A.C. 17:44-2.2 (see also N.J.S.A. 52:15C-14(d)), the Contractor shall maintain all

documentation related to products, transactions or services under the Agreement for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

7.2 PAY TO PLAY

This subsection is, is not incorporated into the Contract.

Business entities are advised of their responsibility to file an annual disclosure statement on Political Contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, § 3) if they received contracts in excess of \$50,000 from Public Entities in a calendar year.

Business Entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.3 PROOF OF BUSINESS REGISTRATION CERTIFICATE (BRC)

This subsection is, is not incorporated into the Agreement.

Pursuant to N.J.S.A. 52:32-44, the City of Hackensack (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the Bidder/Proposer/Contractor, and each Subcontractor that is required by law to be named in a Bid/Proposal/Contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to Agreement award or authorization, the Contractor shall provide the Contracting Agency with its proof of Business Registration and that of any named Subcontractor(s).

Subcontractors named in a Bid or other Proposal shall provide proof of Business Registration to the Bidder, who in turn, shall provide it to the Contracting Agency prior to the time an Agreement, Purchase Order, or other Contracting Document is awarded or authorized.

During the course of Agreement performance:

- 1) the Contractor shall not enter into an Agreement with a Subcontractor unless the Subcontractor first provides the Contractor with a valid proof of Business Registration.
- 2) the Contractor shall maintain and submit to the Contracting Agency a list of Subcontractors and their addresses that may be updated from time to time.
- 3) the Contractor and any Subcontractor providing Goods or Performing Services under the Agreement, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400.

Form:

NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.



OWNERSHIP DISCLOSURE FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

VENDOR NAME: _____

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.
Please answer all questions and complete the information requested.

- | | YES | NO |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 1. The vendor is a Non-Profit Entity ; and therefore, no disclosure is necessary. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The vendor is a Sole Proprietor ; and therefore, no other disclosure is necessary.
A Sole Proprietor is a natural person who owns an unincorporated business by himself or herself. A limited liability company with a single member is not a Sole Proprietor. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The vendor is a corporation, partnership, or limited liability company . | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If you answered YES to Question 3, do any individuals (including a single 100% owner), partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest; and therefore, disclosure is necessary. | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 4, you must disclose the information requested in the space below.*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
- (b) all individual partners in the partnership who own a 10% or greater interest therein; or,
- (c) all members in the limited liability company who own a 10% or greater interest therein.

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

- | | YES | NO |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 5. For each of the corporations, partnerships, or limited liability companies identified in response to Question #4 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 5, you must disclose the information requested in the space below.*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
- (b) all individual partners in the partnership who own a 10% or greater interest therein; or,
- (c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

- | | YES | NO |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 6. The vendor is a publicly traded company. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. A Vendor with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent. If any person holds a 10% or greater beneficial interest, also submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest. * <i>Attach additional sheets if necessary</i> | | |

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 Respondent making the Proposal for the above-named Project, and that I executed the said Proposal with full authority so to do; that said Respondent 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:



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

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 regarding 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.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

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 Agreement, the Successful Respondent agrees as follows:

The Successful Respondent or sub-consultant, 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 Successful Respondent 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 Successful Respondent 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 Successful Respondent or Sub-Consultant, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Successful Respondent, 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 Successful Respondent or Sub-Consultant 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 Successful Respondent's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Successful Respondent or Sub-Consultant, 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 Successful Respondent or Sub-Consultant 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 Successful Respondent or Sub-Consultant 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 Successful Respondent or Sub-Consultant 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 Successful Respondent or Sub-Consultant 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 Successful Respondent shall submit to the public agency, after notification of award but prior to execution of a Goods and Services Agreement, 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

The Successful Respondent and its Sub-Consultants 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.**

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 Agreement, **one** 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 Successful Respondent to the City of 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 Respondent 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 Agreement, the EEO/AA evidence must be submitted.

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

The Successful Respondent (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 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 and agrees to furnish the required forms of evidence.

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.

The 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.

Insurance Requirements for Respondents & Sub-Consultants 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 \$1,000,000.00, in accordance with New Jersey Statute.

4. General Liability:

The Respondent shall provide Comprehensive General Liability Insurance with a combined single limit of \$1,000,000.00/\$3,000,000.00 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 Respondents and Sub-Consultants
- Products and Completed Operations
- Broad Form Contractual
- Broad Form Property Endorsement
- Fire Legal Liability, \$100,000.00

The insurance required under this section shall protect the Respondent and their Sub-Consultant(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 \$1,000,000.00 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 be included as determined solely by the City of Hackensack.

7. Indemnification & Hold Harmless:

The Respondent shall indemnify and hold harmless the City of Hackensack, its Commissioners, 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 an 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 Commissioners, 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.

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: Public Relations Consultant

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: _____

Proposal Checklist to be Submitted with Proposal:

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.

Scope of Work _____

Qualification Statement _____

Proof of Licensure _____

References _____

Evaluation Criteria _____

Acknowledgement of Receipt of Addenda _____

Non-Collusion Affidavit _____

Ownership Disclosure Form _____

Americans with Disabilities Act Mandatory Language _____

Business Registration Certificate _____

W-9 _____

Disclosure of Investment Activities in Iran, Russia, & Belarus _____

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 Successful Respondent hereby acknowledges receipt of the following Addenda:

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

No Addenda were received:

Acknowledgement for:

(Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____