

BOROUGH OF ROCKAWAY

RFP #21-02

AFFORDABLE HOUSING ADMINISTRATIVE AGENT



OCTOBER 2021

ADVERTISEMENT

REQUEST FOR PROPOSALS

RFP #21-02 AFFORDABLE HOUSING ADMINISTRATIVE AGENT

The Borough of Rockaway, Morris County, New Jersey, hereby requests the submission of sealed proposals for an Affordable Housing Administrative Agent. The Administrative Agent is responsible for managing units that are created through the Housing Trust Fund, or through the Borough's inclusionary zoning ordinance. A list of all of the affordable housing units in the Borough is attached. Details are fully described in the specification.

Proposers are required to comply with the requirements of N.J.S.A.10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

Specifications are available on the Borough website: www.rockawayborough.org, or in the Clerk's Office, located at 1 E. Main Street, Rockaway, NJ.

Should you have an interest in submitting a proposal, please submit to:

Borough of Rockaway
Patricia Reiche, Administrator/CFO
1 E. Main Street
Rockaway, NJ 07866
973-627-2000

Six (6) original copies of the proposal must be submitted no later than:

Thursday, November 4, 2021 – 4:00 pm

Publish Wednesday, October 13, 2021 The Daily Record

BUSINESS REGISTRATION CERTIFICATE

A Business Registration Certificate serves two purposes:

- **For public contracting, as proof of valid business registration with the New Jersey Division of Revenue.** All contractors and subcontractors must provide this documentation when seeking to do business with the State of New Jersey, and other public agencies in this state.
- **To comply with Chapter 85, P.L. 2006, defined under N.J.S.A. 54A:7-1.2.** You must use the Business Registration Certificate if you are an unincorporated construction contractor performing work in New Jersey or you are a registered unincorporated contractor requesting proof of certification.

If you are a registered vendor but have not received the Business Registration Certificate in the mail, you may obtain a certificate online. Please note that this certificate is not required by all businesses in New Jersey, but only those doing business with the public sector.

You may check the online registration inquiry to determine if the business is already registered. If you have not registered but are required to have this certificate, you will need to complete Form NJ-REG. Representatives of the Division's Client Registration activity are available to assist in the registration process. **609-292-9292**.

****The links for the Business Registration Certificate and the NJ-REG will be listed at the end of this document.****

Form NJ-REG:

In most cases, you may submit Form NJ-REG online. Exceptions and additional requirements include:

- Any business including an out-of-state business with a presence or nexus in New Jersey, operating as a **corporation, limited partnership, limited liability company or limited liability partnership** must first obtain legal authority to operate in the state prior to submitting Form NJ-REG. Generally, this is accomplished by filing a Certificate of Incorporation or Formation with the Division.
- **Out-of-state businesses** that believe they do not have state tax nexus will file a paper form NJ-REG in order to obtain a Business Registration Certificate. Business entities that file form NJ-REG only will be subject to a nexus review, initiated and conducted by the Division of Taxation.
- **Individuals or Unincorporated Construction Contractors** with no business tax or employer obligations may register using Form NJ-REG-A instead of Form NJ-REG in order to obtain the Business Registration Certificate. Individuals who have created and are operating as a business entity (e.g. LLC) may not use Form REG-A.
- **Non-profit organizations** although required to register for tax purposes are not subject to the proof registration requirement when contracting with public agencies in this state.

Instructions on obtaining required forms:

To obtain a **Business Registration Certificate**: www.state.nj.us/treasury/revenue

1. Click on “I WANT TO” --- Obtain a Business Registration Certificate
2. Click on “Obtain a Certificate Online” (blue print)
3. Fill out name and Tax Payer ID **or** Business Entity ID
4. Click “submit” and follow direction.

To register for **Form NJ-REG** online as well as **NJ-REG paper forms & directions** and **NJ-REG-A**:
www.nj.gov/treasury/revenue

1. (Left side) Click on “Form & Register a New Business”
2. Follow directions.

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

In conforming with the 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 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 contractor and its subcontractors 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.**

Name of Company: _____

Signature: _____

Print name: _____

Date: _____

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disabilities.

The CONTRACTOR and the BOROUGH do hereby agree that the provisions of Title II 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the BOROUGH pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the BOROUGH in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the BOROUGH, 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 BOROUGH'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the BOROUGH, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the BOROUGH or if the BOROUGH 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 BOROUGH 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 BOROUGH or any of its agents, servants, and employees, the BOROUGH shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the BOROUGH or its representatives. It is expressly agreed and understood that any approval by the BOROUGH of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the BOROUGH pursuant to this paragraph.

It is further agreed and understood that the BOROUGH 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 the Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the BOROUGH from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
P.L. 1975, C. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter.)

OR

2. A photocopy of approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report (Form AA302)

AND

All successful construction contractors must submit within three days of the signing of the contract an Initial Project Workforce Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold.

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

YES _____ NO _____

If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

YES _____ NO _____

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c. 127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

Note: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with requirements of P.L. 1975, c. 127, within the time frame.

VENDOR PROFILE

COMPANY NAME & ADDRESS

FEDERAL ID# _____
HOW LONG IN BUSINESS? ___ YEARS
OF EMPLOYEES _____
PHONE # _____
EMAIL _____ FAX# _____

TYPE OF ORGANIZATION

INDIVIDUAL _____ PARTNERSHIP _____ NON-PROFIT ORGANIZATION
CORPORATION, INCORPORATED UNDER THE LAWS OF THE STATE OF _____
MINORITY BUSINESS ENTERPRISE _____ WOMEN BUSINESS ENTERPRISE
PLEASE SUPPLY STATE OF N. J. BUSINESS REGISTRATION CERTIFICATE# _____

NAMES OF OFFICERS, OWNERS OR PARTNERS

PRESIDENT _____ VICE PRESIDENT _____
SECRETARY _____ TREASURER _____

OWNER(S)/PARTNER(S) _____

TYPE OF BUSINESS (PLEASE CHECK ONE)

MANUFACTURER OR PRODUCER ___ DEALER ___ CONSTRUCTION CONCERN ___
SERVICE ORGANIZATION ___ PROFESSIONAL RESEARCH & DEVELOPMENT FIRM ___
DO YOU HAVE A NJ STATE CONTRACT? _____ STATE CONTRACT # _____

IDENTIFY EQUIPMENT, SUPPLIES, MATERIALS AND/OR SERVICES

CERTIFICATION

I certify, (1) that information supplied herein is correct, (2) that neither the vendor nor any person (or concern) in any connection with the vendor as a principal or officer, so far as is known, is now debarred or otherwise declared ineligible by any agency of government for supplying materials, supplies or services, and (3) vendor shall comply with New Jersey conflict of interest law Chapter 182, P.L. 1971.

Signature _____
Name and Title _____
Date _____

Request for Proposals

Affordable Housing Administrative Agent

The Borough of Rockaway, New Jersey is accepting proposals for an Affordable Housing Administrative Agent (the “Consultant”). The deadline for submission of proposals is **4:00 pm on November 4, 2021**. The administrative agent is responsible for managing those units that are created through either the Housing Trust Fund or the Borough’s inclusionary zoning ordinance. A list of all the affordable units in the Borough is attached.

Below is an outline of the required scope of services.

1. Agency and Enforcement Delegation

The Consultant will act primarily as the affordable housing Administrative Agent for the Borough of Rockaway; and the Borough of Rockaway will delegate to the Consultant and the Consultant accepts, primary responsibility for enforcing, and complying with substantive provisions of the Fair Housing Act and the Uniform Housing Affordability Control (UHAC) regulations (N.J.A.C. 5:80-26.1 et seq.). The Borough of Rockaway will retain the ultimate responsibility for ensuring effective compliance with the UHAC regulations and the Consultant will come under the supervision of the Borough of Rockaway’s Municipal Housing Liaison.

2. Termination and Renewal

The term for the scope of services is twelve months, from December 1, 2021 through November 30, 2022.. The Agreement may be terminated by either party, by giving 60 calendar days advanced written notice to the other, to the address and in the form as set forth, below, provided however, that no such termination may take effect unless and until an alternate Administrative Agent has been selected by the Borough of Rockaway and approved by all required governmental authorities.

3. Assignment of Affordable Housing Units

For the term of the Agreement, and without exception, the Agreement entered into between the Consultant and the Borough of Rockaway will govern the provision of affordability control services for the existing and future affordable housing units located within the Borough of Rockaway created either through the Borough’s inclusionary zoning ordinance or with funding from the Housing Trust Fund. These affordable housing units and any additional units created during the term of this Agreement will be the responsibility of the Consultant acting as the Administrative Agent.

4. Responsibilities of the Consultant

The Consultant will be responsible to perform and comply with the duties and responsibilities of an Administrative Agent as are set forth in the UHAC regulations, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, as well as additional responsibilities regarding the provision of affordable housing in the Borough. The Consultant’s specific responsibilities include the following:

A. Affirmative Marketing

- 1) Create a digital pre-application for affordable housing and conduct an outreach process in both digital and written form to insure affirmative marketing of affordable housing units in accordance with the two Affirmative Marketing Plans of Rockaway Borough;
- 2) Attend continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by the State of New Jersey, at their own expense; and
- 3) Send annual notifications via e-mail, or mail when e-mail is not available, to persons on the waiting list for affordable housing to identify any change in household status and verify their continued interest in affordable housing.

B. Household Certification

- 1) Solicit, schedule, conduct and follow up on interviews with interested households;
- 2) Conduct initial interviews, and once the unit is occupied, conduct annual interviews and obtain sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low or moderate income unit;
- 3) Provide written notification to each applicant as to the determination of eligibility or non-eligibility;
- 4) Require that all certified applicants for restricted units execute a certificate of substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq;
- 5) Create and maintain a waiting list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located; and
- 6) Create and maintain a waiting list of eligible applicant households living in Rockaway Borough for those units that include a local preference; and
- 7) Employ a random selection process as provided in Rockaway's Affirmative Marketing Plan when referring households for certification to affordable units.

C. Affordability Controls

- 1) Furnish to attorneys or closing agents form of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
- 2) Create and maintain a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
- 3) Ensure that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the appropriate county's register of deeds or county clerk's office after the termination of the affordability controls for each restricted unit;
- 4) Ensure the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

D. Resale and Rental

- 1) Institute and maintain an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or rental; and

- 2) Institute and maintain an effective means of communicating information to low and moderate income households regarding the availability of restricted units for resale or re-rental.

E. Processing Requests from Unit Owners

- 1) Review and approve requests from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership;
- 2) Review and approve requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the cost of central air conditioning systems;
- 3) Notify the Borough of Rockaway of an owner's intent to sell a restricted unit; and
- 4) Process requests and make determinations on requests by owners of restricted units for hardship waivers.

F. Enforcement

- 1) Secure annually from the Borough of Rockaway lists of affordable housing units for which tax bills are mailed to absentee owners and notifying all such owners that they must either move back to their unit or sell it;
- 2) Secure from developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgment of the requirement that no restricted unit can be offered or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
- 3) Post annually in rental properties, including two family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;
- 4) Send annual mailings to owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C 5:80-26.18(D)4;
- 5) Establish a program for diverting unlawful rent payments to the Borough of Rockaway's affordable housing trust fund;
- 6) Create and publish a written operating manual setting forth procedures for administering such affordability controls;
- 7) Create and publish any forms and other manuals necessary to administer the Borough's affordable housing programs; and
- 8) Provide annual reports to the Borough of Rockaway.

G. Other Duties

- 1) The Consultant will have the authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.
- 2) Attend meetings with the Rockaway Housing Commission on a quarterly basis.
- 3) Records received, retained, retrieved, or transmitted under the terms of the contract may constitute public records of the Borough of Rockaway as defined by NJSA 47:3-16, and are the legal property

of the Borough of Rockaway. The Consultant named must agree to administer and dispose of such records in compliance with the State's public records laws and associated administrative rules. Such records include but are not limited to and may be amended by the State from time to time as warranted:

- (a) Affordable Housing Project File
- (b) Affordable Housing Project File – Approved
- (c) Affordable Housing Project File – Denied/Withdrawn
- (d) Affordable Housing Project File – Referral List
- (e) Affordable Housing Application File – Individual
- (f) Affordable Housing Application File – Certification Approved
- (g) Affordable Housing Application File – Certificate Denied/Expired
- (h) Affordable Housing Unit File
- (i) Affordable Housing Unit File – Mailing of Notification of Responsibilities
- (j) Affordable Housing Unit Inventory
- (k) Enforcement File – Projects and Units
- (l) Monitoring Reports – Annual Submission
- (m) Operations Manual

H. Additional Requirements

- 1) Design the online application and waiting list in such a manner that the housing needs for special needs populations can be evaluated.
- 2) Disseminate the following information in to persons on the waiting list:
 - (a) Available down payment assistance, low interest loans and rental assistance;
 - (b) Morris County's Home Improvement Program,
 - (c) Workshops offered by agencies contracted by the Borough to provide housing counseling and homeowner stewardship; and
 - (d) Any other information deemed pertinent by the Municipal Housing Liaison.

5. Responsibilities of the Borough of Rockaway

The Borough of Rockaway shall:

- A. Provide to the Consultant the name, title and telephone number of the municipal official designated as the Municipal Housing Liaison;
- B. Monitor the status of all restricted units in the Borough of Rockaway's Fair Share Plan;
- C. Coordinate meetings with affordable housing providers and the Consultant, as applicable;
- D. Develop and distribute an Affirmative Marketing Plan;

- E. Ensure that all restricted units are identified as affordable within the tax assessor's office. The Borough of Rockaway shall promptly notify the Consultant of a change in billing address, payment delinquency of two billing cycles, transfer of title or institution of a writ of foreclosure on all affordable units; and
- F. Provide all reasonable and necessary assistance to the Consultant in support of efforts to enforce provisions of the Fair Housing Act, deed covenants, mortgages, court decisions or other authorities governing the affordability control services.

6. Submission of Proposals

Proposals must include the following:

- Description of the firm's qualifications and experience;
- Name and credentials of person who will be the assigned administrative agent duties for Rockaway Borough;
- Cost proposal that addresses specific scope of services required;
- Experience in administering large-scale affordable housing programs and capacity to manage large waiting lists;
- Certification as an Affordable Housing Professional through the Rutgers Division of Continuing Education Center for Government Services; and
- Online application and digital management of waiting list.

The deadline for submission is 4:00 pm on November 4, 2021.

Six copies of the proposal are to be submitted to:

Patricia Reiche, Administrator/CFO

Borough of Rockaway
1 E. Main Street
Rockaway, NJ 07866

LIST OF AFFORDABLE UNITS TO BE MANAGED BY ADMINISTRATIVE AGENT

PSCH Group Home (135 Hoagland Avenue)

- 4 group home beds

Allegro Group Home (80 Andrea Drive)

- 5 group home beds

ESW Realty, LLC (76 Franklin Avenue)

- 1 affordable unit

Rockaway Commons, LLC (204-212 Route 46)

- 4 affordable units

Mill Lane Realty, LLC (60 East Main Street)

- 3 affordable units

RPM – Senior Project (West Main Street – Across from Donatoni Park)

- 69 senior units and 1 caretaker unit

Additional Information:

- 1) To ensure fair consideration for all responses, the Borough prohibits communication to or with any department, bureau or employee during the submission process except in writing.
- 2) The Borough reserves the right to reject any and all submissions received under this RFP, or alternatively to negotiate with one or more respondents with respect to the provision of the services and to base the Borough's decision upon the Borough's subjective opinions with respect to the criteria set forth above.

3) Assignment

The awarded respondent shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any its rights, title, or interest therein, without the prior written consent of the Borough Administrator.

4) Contract

A. The contents of this RFP and all provisions of the successful proposal deemed pertinent by the Borough may be incorporated into a contract and become legally binding.

B. The Borough Administrator is the sole Contracting Officer for the Borough of Rockaway, and only he or his designee is authorized to make changes to any contract.

5) Incurred Expenses

The RFP does not commit the Borough to award a contract. Nor shall be the Borough be responsible for any cost or expense which may be incurred by the respondent in preparing and submitting the proposal called for in this RFP.

6) Indemnification of the Borough

The respondent shall indemnify hold harmless and defend the Borough, its officers, agents, and employees, from or on account of any claims losses, expenses, injuries, damages, or liability resulting or arising from respondent's performance or nonperformance of services pursuant to this RFP. The indemnification shall obligate the respondent to defend at its own expense or to provide for such defense, at the Borough's option, any all claims and suits brought against Borough which may result from respondent's performance or nonperformance of services pursuant to the RFP.

Insurance Requirements:

Contractor shall procure and maintain at Contractor's expense, insurance of the kinds and in the amount hereinafter provided from insurance companies authorized to do business in the State of New Jersey. Before commencing the Work, Contractor shall furnish to the Borough a Certificate or Certificates of Insurance together with Declaration Pages in form satisfactory to the Borough Attorney showing that Contractor has complied with this subsection. The Certificate or Certificates and Declaration Pages shall provide that the policies shall not be terminated, changed, non-renewed or canceled until thirty (30) days prior written notice has been given the Borough. Upon request, the Contractor shall furnish the Borough with a certified copy of each policy itself, including the provisions establishing premiums. The types and minimum limits of insurance are as follows:

- (a) Comprehensive general liability insurance against claims for bodily injury and property damage occurring on, in or about the Work and the adjoining streets, sidewalks and passageways, including contractual liability coverage pursuant to this section, in an amount not less than \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate; \$1,000,000.00 personal and advertising injury; products and completed operations liability insurance in the amount of \$2,000,000.00; \$100,000.00 damages to rented premises; and \$10,000.00 medical expense;
- (b) Owner's Contractor Protective Liability Insurance in an amount of not less than \$1,000,000.00 each occurrence; \$2,000,000.00 general aggregate for all projects subject to the bidding process;
- (c) Employer's Liability Insurance in the full statutory amount required by New Jersey law;
- (d) Comprehensive Automotive Liability Insurance against claims for bodily injury or property damage in combined single limit amount of not less than \$1,000,000.00;
- (e) Umbrella Liability Insurance, in an amount not less than \$3,000,000.00 aggregate and \$3,000,000.00 each occurrence. The umbrella policy shall be written on an occurrence basis and at a minimum provide excess to the Contractor's General Liability, Automobile Liability and Employer's Liability policies;
- (f) Workers' Compensation Insurance coverage of all of Contractor's employees to include owners of sole proprietors, partners, executive officers, and members of limited liability corporations (LLC). If any work is sublet, Contractor shall require the subcontractor to provide Workers' Compensation Insurance unless such employees are covered by Contractor. All such insurance shall be in amounts required by New Jersey law.
- (g) All liability insurance referred to in (a), (b), (c), (d), and (e) above shall include the Borough of Rockaway, its departments, agencies, boards, commissions, officers, officials, agents, servants, administrators, and employees as additional insureds, on a primary and non-contributory basis. The existence or approval of any insurance policies hereunder is not intended to and shall not be construed as a limitation of any liability assumed by or imposed upon contractor as a result of this Contract and/or as a limitation on the extent of Contractor's responsibility for payment of damages resulting from his Work under this Contract.

The Borough of Rockaway shall be named as an additional insured on all policies required hereunder. If an organization engages in the use of subcontractors, the organization and the subcontractor shall name the Borough of Rockaway as additional insured as outlined in Section (g) above.

In the event Contractor shall fail to maintain any insurance required hereunder, the Borough may (but shall not be obligated to) procure such insurance on behalf of Contractor. Contractor agrees to reimburse the Borough for any such payment immediately upon demand. The procurement of insurance by the Borough on behalf of Contractor shall not be deemed to be a waiver of the requirements of this Section, and shall not prevent the Borough from exercising its rights under the Contract Documents on account of a breach. If an organization engages in the use of subcontractors, the Organization and the subcontractor shall name the Borough of Rockaway as additional insured as outlined in Section (g) above.

Indemnification

The Contractor agrees to indemnify and save harmless the Municipality, and its departments, agencies, boards, commissions, officers, officials, agents, servants, administrators, and employees against and from all suits and costs of every description, including but not limited to costs of legal and from all damages which may be brought against the Municipality or any of its departments, agencies, boards, commissions, officers, officials, agents, servants, administrators, and employees arising out of, or resulting from, the work that is the subject of this agreement. The indemnification provided by the Contractor includes indemnification for any alleged fault or negligence on the part of the Municipality or any of its departments, agencies, boards, commissions, officers, officials, agents, servants, administrators, and employees. This provision shall be construed as broadly in favor of indemnification as permitted by New Jersey law.

The existence or approval of any insurance policies hereunder is not intended to and shall not be construed as a limitation of any liability assumed by or imposed upon Contractor as a result of this Contract and/or as a limitation on the extent of Contractors responsibility for payment of damages resulting from this Work under this Contract.

Compliance with Law

Any contract entered into between the Contractor and the Borough of Rockaway must be in accordance with and subject to compliance by both parties with all relevant State and Federal Laws including the State of New Jersey Local Public Contracts Law. The bidder shall sign and acknowledge such forms and certificates as may be required by this section.