



**CITY OF JERSEY CITY
REQUEST FOR PROPOSALS:**

PREPARATION OF ANALYSIS OF IMPEDIMENTS (AI) TO FAIR HOUSING PLAN

**Contract Term
July 2010 – December 2010**

SUBMISSION DEADLINE:

June 25, 2010

ADDRESS ALL PROPOSALS TO:

**Peter Folgado, Director
Dept. of Administration
Director of Purchasing
One Journal Square – 2nd Floor
Jersey City, NJ 07306**

CITY OF JERSEY CITY, NJ
DEPARTMENT: H.E.D.C
PURPOSE: Analysis of Impediments (AI)

REQUEST FOR PROPOSALS
DIVISION: Division of Community Development
DUE DATE: June 25, 2010

SECTION 1: GENERAL INFORMATION & SUMMARY

1.1 Organization Requesting Proposals

City of Jersey City
Department of Housing Economic Development & Commerce
Division of Community Development
30 Montgomery Street, Room 404
Jersey City, NJ 07302

1.2 Contact Person

Darice Toon
Director
Division of Community Development, Room 404
30 Montgomery Street
Jersey City, NJ 07302
(201) 547-5304
Darice@jcnj.org

1.3 Procurement Process

This contract will be awarded pursuant to the "fair and open" process under the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 *et seq.*

Proposals will be evaluated in accordance with the criteria set forth in this Request for Proposals (RFP). The governing body will approve a resolution awarding a contract to the consultant for a sum not to exceed a specified amount.

1.4 Term of Contract

Six (6) months from execution of contract.

1.5 Contract Form

If selected to provide services, it is agreed and understood that the successful Respondent shall be bound by the requirements and terms contained in this RFP with regard to services performed, payments, indemnification, insurance, termination, and applicable licensing provisions.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the City arising out of, or by reason of, the work done and materials furnished under this Contract.

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1.6 Informational meeting

There will not be an informational meeting for this RFP. Any questions must be submitted in writing (e-mail acceptable) to contact person. Questions and answers will be provided as an addendum to this RFP.

1.7 Submission deadline

Proposals must be submitted to, and be received by the City, via mail or hand delivery, by 11:00 a.m. prevailing time on June 25, 2010. Proposals will not be accepted by facsimile transmission or e-mail. Any and all Proposals not received by the City by 11:00 a.m. prevailing time on June 25, 2010 will be rejected.

1.8 Opening of Proposals

Proposals shall be opened in public at 11:00 a.m. prevailing time on June 25, 2010 in the City of Jersey City, Division of Purchasing, located at One Journal Square – 2nd Floor, Jersey City, NJ.

1.9 Definitions

The following definitions shall apply to and are used in this Request for Proposal (RFP):

"City" - refers to the City of Jersey City

"RFP" - refers to this Request for Proposals, including any amendments thereof or supplements thereto.

"Respondent" or "Respondents" - refers to the interested persons and/or firm(s) that submit a Statement of Proposal.

"Consultant" or "Consultants" - refers to the interested persons and/or firm(s) that submit a Proposal.

"Vendor" or "Vendors" - refers to the interested persons and/or firm(s) that submit a Proposal.

1.10 Submission address

All Proposals should be sent to:
Peter Folgado, Director
J.C. Dept. of Administration
Division of Purchasing
One Journal Square – 2nd Floor
Jersey City, NJ 07306

SECTION 2: INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction and Purpose

The City is soliciting Proposals from interested persons and/or firms for the preparation of the City's Analysis of Impediments (AI) to Fair Housing Plan. Through a Request for Proposals process described herein, persons and/or firms interested in assisting the City with the provision of such services must prepare and submit a Proposal in accordance with the procedure and schedule in this RFP. The City will review Proposals only from those persons and/or firms that submit a Proposal which includes all the information required to be included as described herein (in the sole judgment of the City).

The City intends to select person(s) and/or firm(s) that (a) possesses the professional, financial and administrative capabilities to provide the proposed services, and (b) will agree to work under the compensation terms and conditions determined by the City to provide the greatest benefit to the taxpayers of the City.

2.2 Procurement Process and Schedule

The selection of Qualified Respondents is not subject to the provisions of the Local Public Contracts Law, N.J.S.A. 40A: 11-1 *et seq.* The selection is subject to the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 *et seq.* The City has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive environment to assure that each person and/or firm is provided an equal opportunity to submit a Proposal in response to the RFP. Proposals will be evaluated in accordance with the criteria set forth in Section 6 of this RFP, which will be applied in the same manner to each Proposal received.

Proposals will be reviewed and evaluated by staff of the Division of Community Development including, but not limited to the Director of the Division of Community Development. The Proposals will be reviewed to determine if the Respondent has met the minimum professional, administrative and financial areas described in this RFP. Based upon the totality of the information contained in the Proposal, including information about the reputation and experience of each Respondent, the Director of DCD will determine which Respondents are qualified (professionally, administratively and financially).

The RFP process commences with the issuance of this RFP. The steps involved in the process and the anticipated completion dates are set forth in the Procurement Schedule below. The City reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

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Anticipated Procurement Schedule Activity	Date
1. Advertisement of Request for Proposals	June 9, 2010
2. Receipt of Proposals	June 25, 2010
3. Completion of Evaluation of Proposals	July 6, 2010
4. Anticipated Award of Contract	July 16, 2010

2.3 Conditions Applicable to RFP

Upon submission of a Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

- All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.
- The City reserves the right (in its sole judgment) to reject for any reason any and all responses and components thereof and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement.
- The City reserves the right (in its sole judgment) to reject any Respondent that submits incomplete responses to this RFP, or a proposal that is not responsive to the requirements of this RFP.
- The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
- All Proposals shall become the property of the City and will not be returned.
- All Proposals will be made available to the public at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law.
- The City may request Respondents to send representatives to the City for interviews.

2.4 Rights of City

The City reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To determine that any Proposal received complies or fails to comply with the terms of this RFP.
- To waive any technical non-conformance with the terms of this RFP.
- To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.
- To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
- The City shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

2.5 Addenda or Amendments to RFP

During the period provided for the preparation of responses to the RFP, the City may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the City and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the Proposal submission date.

2.6 Cost of Proposal Preparation

Each Proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the City, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in preparing and submitting a Proposal or for participating in this procurement.

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2.7 Proposal Format

Proposal must cover all information requested in this RFP. Proposals which in the judgment of the City fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

2.8 Communications regarding this RFP

All communications concerning this RFP or the RFP process shall be directed to the City's Designated Contact Person, in writing.

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SECTION 3: SCOPE OF SERVICES / FEE PROPOSAL

Preparation of the City's Analysis of Impediments (AI) to Fair Housing Plan. The City of Jersey City is an entitlement entity under HUD's Community Development Block Grant Program (CDBG) and HOME Investment Partnership Program (HOME). As a condition of these federal grants, the City certifies to HUD that it will affirmatively further fair housing. This certification is included in the City's annual Consolidated Plan (CP) submission to HUD. In order to fulfill its responsibility to affirmatively further fair housing, the City is required by HUD to prepare an AI and to maintain records on action taken to overcome impediments to fair housing choice.

The City's most recent AI was prepared in 1997. The City wishes to prepare a new AI in a manner that considers the implications of United States ex rel. Anti-Discrimination Center of Metro New York v. Westchester County, 2009 WL 455269, No. 06 Civ. 2860 (DLC) (S.D.N.Y. Feb. 24, 2009).

The AI will be prepared in accordance with HUD's Fair Housing Planning guide, Volume 1, which can be found on HUD's website at <http://www.hud.gov/offices/ftheo/images/fhpg.pdf>.

The required elements of the AI are as follows:

- Outreach to fair housing stakeholders and the general public
- Analysis of relevant demographic, income, employment and housing data, including the identification of areas of minority and ethnic concentrations
- Analysis of mortgage and lending patterns by race and ethnicity, including high-cost lending practices.
- Analysis of the geographic distribution of affordable housing facilities and programs, including public housing, Housing Choice Vouchers and other assisted or subsidized housing
- Analysis of the availability of accessible housing stock for residents with disabilities
- Analysis of fair housing complaints and lawsuits and assessment of fair housing enforcement organizations
- Analysis of results of fair housing testing, if available

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- Analysis of public and private sector policies affecting fair housing choice, including zoning, appointed board and commissions, PHA policies, newspaper advertising, etc.
- Assessment of current fair housing programs and activities in the City and its progress in implementing fair housing action steps including in the previous AI
- Assessment of fair housing policies and procedures relative to the City's housing and community development programs
- Reviewing HUD loan documents and related correspondence
- Analysis of AI's prepared by contiguous communities
- Identification of impediments to fair housing choice
- Preparation of Fair Housing Action Plan, ie., strategy to address each identified impediment to fair housing choice

3.2 FEE PROPOSAL

Vendor shall be required to give a lump sum fee for services. Vendor will be paid upon submission and approval of work performed.

SECTION 4: SUBMISSION REQUIREMENTS

4.1 General Requirements

The Proposal submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this RFP and shall incorporate the information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Proposal. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

4.2 Administrative Information Requirements

The Respondent shall, as part of its Proposal, provide the following information:

- a. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Proposal.
- b. An executed Letter of Proposal. (Sample letter in Section 7)
- c. Name, address, and telephone number of the Respondent submitting a Proposal pursuant to this RFP, and the name of the key contact person.
- d. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each Respondent, its ownership and its organizational structure.
 1. Provide the names and business addresses of all Principals of the Respondent submitting the Proposal. For purposes of this RFP, "Principals" means persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, "Principals" shall include each investor who has any operational control over the Respondent, and every stockholder having an ownership interest of 10% or more in the firm. (Sample form in Section 7)
 2. If a Respondent is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the Respondent submitting a Proposal. Describe the approval process.
 3. If the Respondent is a partnership or a joint venture or similar organization, provide comparable information as required in (b) above for each member of

the partnership joint venture or similar organization.

4. A statement that the Respondent has complied with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance. (Sample forms in Section 7)
- e. The number of years Respondent has been in business under the present name.
- f. The number of years Respondent has been under the current management.
- g. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If yes, please explain.
- h. Whether the Respondent is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.
- i. Confirm appropriate federal and state licenses to perform activities.
- j. An executed letter of Proposal. (Sample letter in Section 7).

4.3 Professional Information Requirements

- a. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFP. At a minimum, the following information on past experience should be included as appropriate to the RFP:
 1. Description and scope of work by Respondent.
 2. Name, address and contact information of references.
 3. Explanation of perceived relevance of the experience to the RFP.
- b. Brief description of Respondent's relevant clients including municipal government clients during the last three (3) years.
- c. Resumes of key employees.
- d. Names and resumes of staff who will be assigned to provide services to the City if the City awards a contract to Respondent.
- e. A narrative statement of the Respondent's understanding of the City's needs and

goals. This narrative should also describe the respondent's proposed project plan.

- f. List all immediate relatives of Principal(s) of Respondent who are City employees or elected officials of the City. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild and in-laws.
- g. A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include other municipal governments and other levels of government. Contact information for the recipients of the similar services must be provided. The City may obtain references from any of the parties listed.

4.4 Submission of Proposals

Respondents must submit an original and two (2) copies of their Proposal to the Designated Contact Person.

Proposals must be received by the City no later than 11:00 a.m. prevailing time on June 25, 2010, and must be mailed or hand-delivered. Proposals forwarded by facsimile or e-mail will not be accepted, however respondents may alternately submit one signed original and 1 softcopy version (MS Word or PDF format) on CD. Please note that the City will not be responsible for CDs or softcopy files which cannot be read, and that this may be grounds for rejection.

To be responsive, Proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein. Proposals and all related information must be bound, and signed and acknowledged by the Respondent.

SECTION 5: EVALUATION

The City's objective in soliciting Proposals is to enable it to select a Respondent that will provide high quality and cost effective services to the citizens of Jersey City. The City will consider Proposals only from Respondents that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this RFP.

5.1 Evaluation criteria

Proposals will be evaluated by the City on the basis of which is the most advantageous, price and other factors considered. The evaluation will consider [adapt]:

- a. Experience and reputation in the field
- b. Familiarity with Jersey City's demographics, employment, housing markets, ethnic statistics, financial lending practices and institutions
- c. Price Proposal
- d. Ability to complete the Plan by December 2010
- e. Overall assessment of current housing policies, programs with ultimate identification of impediments to fair housing choice

5.2 Selection of qualified vendor(s)

Each Proposal must satisfy the objectives and requirements detailed in this RFP. The City will select the most advantageous Proposal based on all of the evaluation factors set forth in this RFP. The City will make the award(s) that is in the best interest of the City.

Successful Respondents shall be determined by an evaluation of the total content of the Proposals submitted. The City reserves the right to:

- a. Not select any of the Proposals;

The City shall not be obligated to explain the results of the evaluation process to any Respondent.

SECTION 6: GENERAL TERMS AND CONDITIONS

The following are general terms and conditions which may or may not be explained elsewhere in this RFP.

6.1 City's Right to Reject

The City reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and, unless otherwise specified by the Respondent, to accept any item, items or services in the Proposal should it be deemed in the best interest of the City.

6.2 Original/Authorized Signatures

Each proposal and all required forms must be signed in ink by a person authorized to do so.

6.3 Delivery of Proposals

Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to Respondents. In the case of mailed proposals, the City assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened. Proposals will not be accepted by facsimile or e-mail.

6.4 Affirmative Action Requirements

Vendors are required to comply with the provisions of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 *et seq.* No firm may be issued a contract unless it complies with these affirmative action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language for Goods, Professional Services and General Service Contracts, Exhibit A summarizes the full required regulatory text.

Goods and Services (including professional services) consultants/vendors 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:

- a. A photo copy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the vendor, in

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accordance with N.J.A.C. 17:27-4.

The Vendor's attention is also called to Section 7 of this document which contains the required information and forms. For information on EEO/AA requirements and forms only, please contact:

Jeana F. Abuan, Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration, Office of Equal Opportunity/Affirmative Action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547- 4533
Fax# 201-547-5088
E-mail Address: abuanJ@icnj.org

6.5 Business Registration Certificate

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

Vendors are required to comply with the requirements of P.L. 2004, c. 57 (Chapter 57) which include submitting a copy of their Business Registration Certificate (BRC), issued by the NJ Department of the Treasury. For more information on obtaining a BRC, see Section 7.

6.6 Clarification of RFP

Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the City's Business Administrator's decision shall be final and conclusive.

6.7 Indemnification

The Vendor, if awarded the contract, agrees to protect, defend and save harmless the City against damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents.

6.7 Insurance requirements

The consultant shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General and Automobile Liability, and shall be subject to approval for adequacy of protection. Certificates of such insurance shall be provided the City when required. Insurance requirements are as follows:

- Comprehensive General Liability in the amount of \$2,000,000
- Workers Compensation in the statutory amount of \$100,000
- Automobile Liability in the amount of \$1,000,000
- Professional Liability in the amount of \$1,000,000

6.8 Termination

Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing 30 days written notice to the other party. Regardless, the City reserves the right to cancel the contract by providing 30 days written notice to the consultant.

6.9 Pay to Play - City Ordinance 08-128

Consultant must certify that they have not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128.

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SECTION 7: REQUIRED ADMINISTRATIVE FORMS

Please place the checklist and the required forms which follow at the front of your proposal to facilitate the City's review.

CITY OF JERSEY CITY

PROJECT: **Analysis of Impediments to Fair Housing Plan**

RESPONDENT: _____

RESPONDENT'S CHECKLIST

Item	Respondent Initials	Administration Review
A. Letter of Qualification		
B. Non-Collusion Affidavit properly notarized		
C. Public Disclosure Statement		
D. Mandatory Affirmative Action Language		
E. Americans with Disabilities Act		
F. Affirmative Action Compliance Notice		
G. MWBE Questionnaire		
H. Employee Information Report (or Form AA302)		
I. Business Registration Certificate		
J. City Pay to Play Certification		
K. Letter of intent		
L. Original signature(s) on all required forms.		

LETTER OF PROPOSAL

**Note:To be typed on Respondent’s Letterhead.
No Modifications may be made to this letter.**

[insert date]
Peter Folgado, Director
Dept. of Administration
Director of Purchasing
One Journal Square – 2nd Floor
Jersey City, NJ 07306

Dear Mr. Folgado:

The undersigned have reviewed the Proposal submitted in response to the Request for Proposals (RFP) issued by the City of Jersey City (City), dated **[insert date]**, in connection with the City’s need for preparation of City’s Analysis of Impediments to Fair Housing Plan.

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

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Chief Executive Officer)

(Signature of Chief Financial Officer)

(Typed Name and Title)

(Typed Name and Title)

(Typed Name of Firm)*

(Typed Name of Firm) *

Dated

Dated

*If joint venture, partnership or other formal organization is submitting a Proposals, each participant shall execute this Letter of Qualification..

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am _____

of the firm of _____

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract 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 (N.J.S.A.52: 34-25)

(Signature of
respondent) _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS _____ DAY OF _____ 20_____

(Signature of
Notary/Affiant) _____

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: _____, 20____

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	%Owned

SIGNATURE: _____

TITLE: _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS _____ DAY _____ 20_____

SIGNATURE: _____

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: _____, 20_____

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges,

universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices..The contractor or

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.**

17:27 .

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

**Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 .

Representative's Name/Title (Print): _____

Representative's Signature: _____

Name of Company: _____

Telephone No.: _____ **Date:** _____

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

The contractor and the _____ of _____, (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 contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

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

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print):_____

Representative's Signature:_____

Name of Company:_____

Telephone No.:_____ **Date:**_____.

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

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

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

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

OR

©) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours. The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises. To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: _____

Address: _____

Telephone No.: _____

Contact Name: _____

Please check applicable category :

_____ Minority Owned

_____ Minority & Woman Owned

_____ Woman Owned

_____ Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

EMPLOYEE INFORMATION REPORT

Vendor must submit one of the following 3 documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (submitted to NJ State Dept of Treasury)

U.S. Department of Labor	Employment Standards Administration Office of Federal Contract Compliance Program	
	Newark Area Office 134 Evergreen Place, Fourth Floor East Orange, NJ 07018	
February 27, 19__	Reply to the attention of:	
President		
Dear		
Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 19__.		
We found no apparent deficiencies or violations of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973 or of 38 USC 2012 (the Vietnam Era Veterans' Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.		
The Office of Federal Contract Compliance Progress sincerely appreciated the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.		
Sincerely,		
Area Office Director		

Certification _____

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

VOID

This is to certify that the contractor ~~_____~~ has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of _____.

VOID



State Treasurer

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

Read the following instructions carefully before completing the form. Print or type all information. Failure to properly complete the entire form may delay issuance of your certificate. **If you have a current certificate of employee information report, do not complete this form. Send copy of current certificate to the public agency. Do not complete this form for construction contract awards.**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

ITEM 11 - Enter the appropriate figures on all lines and in all columns.
THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT.

DO NOT list the same employee in more than one job category.

DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

The vendor is to complete the employee information report form (AA302) and retain copy for the vendor's own files. The vendor is to submit a copy to the public agency awarding the contract and forward a copy to:

**NJ Department of the Treasury
Division of Contract Compliance & Equal Employment Opportunity
P.O. Box 209
Trenton, New Jersey 08625-0209 Telephone No. (609) 292-5475**

Form: http://nj.gov/treasury/contract_compliance/pdf/aa302.pdf

Instructions: http://nj.gov/treasury/contract_compliance/pdf/aa302ins.pdf

Note that the sample form shown on the following page is for illustrative purposes only and should not be submitted. Use the state website links above to obtain the actual form.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 212 TRENTON, NJ 08646-0212
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107530	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	<i>J.P. Kelly</i> Act. Director
EFFECTIVE DATE: 01/01/01		
FORM-BRC(08-04)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
	20041014112823533

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON
SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____(name of business entity) has not made any reportable contributions in the **one-year period preceding _____(date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _____(name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signed _____ Title: _____

Print Name _____ Date: _____

Subscribed and sworn before me
this ____ day of _____, 20____. _____
(Affiant)

My Commission expires: _____
(Print name & title of affiant) (Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

LETTER OF INTENT

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

[insert date]

Attn: Peter Folgado, Director
Dept. of Administration
Director of Purchasing
One Journal Square – 2nd Floor
Jersey City, NJ 07306

Dear Mr. Folgado:

The undersigned as Respondent, has (have) submitted the attached Proposals in response to a Request for Proposals (RFP), issued by the City of Jersey City (City), dated [insert date], in connection with the preparation of the City's Analysis of Impediments (AI) to Fair Housing Plan.

Name of Respondent HEREBY STATES

1. The Proposals contains accurate, factual and complete information.
2. Name of Respondent) agrees (agree) to participate in good faith in the procurement process as described in the RFP and to adhere to the City's procurement schedule.
3. Name of Respondent) acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Proposals and any Qualifications Statement prepared and submitted in response to the RFP, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. Name of Respondent) hereby declares (declare) that the only persons participating in this Proposals as Principals are named herein and that no person other than those herein mentioned has any participation in this Proposals or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City.
5. (Name of Respondent) declares that this Proposals is made without connection with any other person, firm or parties who has submitted a Proposals, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

6. Name of Respondent) acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the City shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFP..

7. Name of Respondent) acknowledges that any contract executed with respect to the provision of [insert services] must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

(Signature of Chief Executive Officer)

(Typed Name and Title)

(Typed Name of Firm)*

Dated

*If joint venture, partnership or other formal organization is submitting a Proposals, each participant shall execute this Letter of Intent.