BOROUGH OF HIGHLANDS 2027 REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES CONTRACT TO BE AWARDED BY ESTABLISHED QUALIFICATION CRITERIA FOR AFFORDABLE HOUSING ADMINISTRATIVE AGENT

Notice is hereby given that sealed proposals addressed to Borough Administrator, will be received up to **11:00am prevailing time on December 1, 2026,** at which time they will be publicly opened and read by the Borough of Highlands, at the Municipal Building, 151 Navesink Ave., Highlands, New Jersey 07732.

Specifications and other bid information may be obtained at the Borough Office at 151 Navesink Ave., Highlands, NJ during normal business hours 8:30am – 4:30pm or online at www.highlandsnj.gov. Bids must be made on the proposal forms included with the bid specification, be enclosed in a sealed package bearing the name and address of the bidder and "*ADMINISTRATIVE AGENT,* NAME" on the outside, addressed to Steve Winters, at the address above.

Pursuant to N.J.S.A. 40A:11-23c, addenda may be issued for proposals. It is the sole responsibility of the person submitting the bid to be knowledgeable of all addenda related to this procurement. Copies of addenda or notice of the same will be made available on the Borough website. It is recommended that all bidders who download specifications from the website to check prior to bid opening to see if any addenda have been issued.

The Borough of Highlands is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq., P.L. 2004 Chapter 19 (as amended by P.L. 2005, c.51), Highlands Borough is soliciting Requests for Proposal for Bidders for professional service position appointments. All reportable contributions to any Highlands Borough candidate for Mayor or Borough Council or officeholder of political committee are required to be reported pursuant to N.J.S.A. 19:44A-1, et seq.

Responses to the above referenced professional position should address the general criteria and mandatory minimum criteria for the position sought. All responses will be treated as confidential and reviewed only by the Administrator and Governing Body, unless otherwise required by law.

The applicant/proposer shall submit one (1) original with original signatures marked "ORIGINAL" and (1) flash drive containing exact copy of the original in PDF format.

One (1) or more Administrative Agent(s) may be awarded a one (1) year contract. Appointment(s) shall be for the calendar year of 2027. Price and other factors considered.

The Borough Council reserves the right to reject any or all proposals in whole or in part and to waive such informalities as may be permitted by law.

Bidders 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., Affirmative Action requirements, N.J.S.A. 19:44A-20.4 et seq., P.L. 2004, Chapter 19 (as amended by P.L. 2005, c.51)

Steven Winters
Borough Administrator
November 10, 2026

1. INTRODUCTION

The Borough of Highlands (hereinafter the "Borough") is soliciting proposals from qualified firms interested in performing the duties and functions for an ADMINISTRATIVE AGENT and intends to award a professional services contract for the defined scope of work in accordance with N.J.S.A. 19:44A-20.4 et seq. (Fair and Open process) for the 2027 calendar year. Price and other factors considered.

As used herein, the term "Borough" shall include all Highlands Borough Departments, Boards, Commissions, and affiliated.

2. ADMINISTRATIVE CONDITIONS AND REQUIREMENTS

The following items express the administrative conditions and requirements of this RFP/RFQ. Together with the other RFP/RFQ sections, they will apply to the RFP/RFQ process, the subsequent contract and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the Borough to determine the proposal as non-responsive to the RFP/RFQ and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful bidder, as accepted by the Borough, will become part of any contract awarded as a result of this RFP/RFQ.

2.1 Proposal Submission Information

Submission Date and Time: **December 1, 2026, 11:00am prevailing time**

The Bidder shall submit one (1) original with original signatures marked "ORIGINAL," and (1) flash drive containing exact copy of the original submission in pdf format.

Submission Office: Borough of Highlands/RFP Administrative Agent
Borough Administrator
151 Navesink Ave.
Highlands, NJ 07732

Clearly mark the submittal package with the title of this RFP/RFQ Administrative Agent 2027 and the name of the responding firm, addressed to the Borough Administrator. The original proposal shall be marked to distinguish it. Only those RFP/RFQ responses received prior to or on the submission date and time as specified on the Notice to Bidders will be considered. Any submission(s) received after the specified date and time will be returned unopened. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the Bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified, responses must firm for a period of sixty (60) days.

2.2 Interpretations and Addenda

Bidders are expected to examine the RFP/RFQ with care and observe all its requirements. All questions about the meaning or intent of this RFP/RFQ, all interpretations and clarifications considered necessary by the Borough's representative in response to such comments and questions will be issued by Addenda. Only comments and questions responded to by formal written Addenda will be binding.

Questions may be emailed to swinters@highlandsnj.gov. Oral interpretations, statements or clarifications are without legal effect. It is the sole responsibility of the person submitting the bid to be knowledgeable of all addenda related to this procurement. If bidders download a Bid/RFP/RFQ from the website, it is the responsibility of the person submitting the bid to check prior to the bid opening to see if addenda have been issued. Copies of addenda or notice of same will be made available on the Borough website.

2.3 Assign, Sublet or Transfer Any Rights/Interests

Neither the Borough nor the Bidder shall assign, sublet, or transfer any rights or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to any party other than the Borough and the Contractor.

2.4 Cost Liability and Additional Costs

The Borough assumes no responsibility and liability for costs incurred by the Bidders prior to the issuance of an agreement. The liability of the Borough shall be limited to the terms and conditions of the contract. Bidders will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the Borough, are not to be billed and will not be paid.

2.5 Statutory and Other Requirements

a. Compliance with Laws

Any contract entered into between the Bidder and the Borough must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The Bidder must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services thereunder. The Bidder shall sign and acknowledge such forms and certificates as may be required by this section.

b. Mandatory EEO/Affirmative Action Compliance

No firm shall be issued a contract unless it complies with the EEO/Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

c. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Bidders are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The Bidder is obligated to comply with the Act and hold the Borough harmless.

d. Ownership Disclosure

An Ownership Disclosure Statement is required to be submitted with each bid. This mandatory form is provided as part of the bid documents.

FAILURE TO INCLUDE A COMPLETED OWNERSHIP DISCLOSURE STATEMENT WITH EACH BID **SHALL** RESULT IN THE REJECTION OF THE BID.

e. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP/RFQ, shall be properly executed and submitted with the RFP/RFQ response. This form is provided as part of the bid documents.

f. NJ Business Registration Certificate

A New Jersey Business Registration Certificate is required pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link: http://www.state.nj.us/treasury/revenue/busregcert.shtml.

g. Disclosure of Investment Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f). The form is included as part of the bid documents.

h. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity that seeks to enter into or renew a contract with a State Agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete a certification indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If Highlands finds that a Vendor has made a certification in violation of the law, it shall take any 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. This form is included as part of the bid documents.

i. "Pay to Play" – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)

(1) Any business entity that has received $50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.

(2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.

(3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

(4) If you have any questions, please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700.

j. Insurance and Indemnification

If it becomes necessary for the Bidder, either as principal or by agent or employee, to enter upon the premises or property of the Borough in order to construct, erect, inspect, make delivery or remove property hereunder, the Bidder hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The Bidder further covenants and agrees to indemnify and save harmless the Borough from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any Borough regulation, ordinance or the laws of the State, or the United States while said work is in progress. The Bidder shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

The Bidder, by execution of the contract, shall thereby indemnify and hold the Borough harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the Bidder to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

Successful bidder will indemnify and hold harmless the Borough from all claims, suits or actions and damages or costs of every name and description to which the Borough may be subjected or put by reason of injury to the person or property of another, or the property of the Borough, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or sub-contractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

Certificates of the Required Insurance

Certificates as listed below shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Borough as an additional insured.

Insurance/Background Checks

The Bidder is responsible to conduct adequate background checks on all employees and/or sub-contractors working at Borough facilities. Consultants and/or sub-contractors must be bonded, show proof of insurance coverage naming the Borough as an additional insured, and workers' compensation insurance.

Insurance Requirements

The Bidder shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and, in a form, satisfactory to the Borough. The Bidder shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the municipality prior to commencement of work.

1. **Worker's Compensation and Employer's Liability Insurance**

   This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability is $500,000.00.

2. **General Liability Insurance**

This insurance shall have limits of not less than $1,000,000.00 any one person and $1,000,000.00 any one accident for bodily injury and $3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of this contract by the bidder.

3. Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than $1,000,000.00 any one person and $1,000,000.00 any one accident for bodily injury and $1,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

4. Professional Liability

This insurance shall be maintained in force during the life of this contract by the bidder covering claims arising from errors and omissions/malpractice from its representation of the municipality with limits of not less than $1,000,000.00 per occurrence. Per GFOA, level of malpractice insurance carried, including deductible amount to cover Errors & Omissions (E&O) improper judgments and negligence.

k. HIPAA (if applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ('HIPAA") as may be amended from time to time and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Bidder shall:

- Not use or disclose protected health information other than as permitted or required by law.
- Use appropriate safeguards to protect the confidentiality of the information.
- Report any use or disclosure not permitted.

The Bidder, by execution of the contract, shall thereby indemnify and hold the Borough harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the Bidder to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

l. Proof of Licensure

Proof of licensure for providing Professional Services in the State of New Jersey, for either the firm or the person responsible for the work, shall be provided as required.

m. Public Emergency

In the event of a Public Emergency declared at the Local, State or Federal Level, if the Borough opts to extend terms and conditions of this RFP/RFQ, the Bidder agrees to extend the terms and conditions of this RFP/RFQ, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original Bidder cannot meet this requirement, the Borough may solicit the goods and/or services from any respondent on this contract.

n. Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

o. Failure to Enter Contract

Should the Bidder, to whom the contract is awarded, fail to enter into a contract within twenty-one (21) days, Sundays and holidays excepted, the Borough may then, at its option, accept the proposal of another Bidder.

p. Commencement of Work

The Bidder agrees to commence work on January 1, 2027.

q. Termination of Contract

If, through any cause, the Bidder shall fail to fulfill in a timely and proper manner obligations under the Contract or if the Bidder violates any requirements of the Contract, the Borough shall thereupon have the right to terminate the Contract by giving written notice to the Bidder of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the Borough of any obligation for the balances to the Bidder of any sum or sums set forth in the Contract.

The Bidder agrees to indemnify and hold the Borough harmless from any liability to sub-contractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Borough under this provision. In case of default by the Bidder, the Borough may procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.

r. Non-Allocation of Funding Termination

Each calendar year payment obligation of the Borough is conditioned upon the availability of Borough funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Bidder hereunder, whether in whole or in part, the Borough at the end of any particular calendar year may terminate such services. The Borough will notify the Bidder in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Borough to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third-party Bidder.

s. Challenge of Specifications

Any Bidder who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP/RFQ's. Challenges filed after that time shall be considered void and having no impact on the Borough or the award of contract.

t. Payment

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

Payment will be made within sixty (60) days or less provided the Bidder returns signed purchase order with original signature and original invoice within specified time period.

The Borough may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

1. Deliverables not complying with the project specification;
2. Claims filed or responsible evidence indicating probability of filing claims;
3. A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

u. Non-payment of Penalties and Interest on Overdue Bills
Public funds may be used to pay only for goods delivered or services rendered. The Borough will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Borough to pay additional fees. A purchase order must be signed for payment to be made.

v. Availability of Funds
Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually

w. Ownership of Material
The Borough shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Borough to the Bidder for the purpose of assisting the Bidder in the performance of this contract. All such items shall be returned immediately to the Borough at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Borough, be disclosed to others or used by the Bidder or permitted by the Bidder to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the Borough pursuant to this contract shall belong exclusively to the Borough. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the Borough upon completion of the project. The Bidder shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Borough. All information supplied to the Borough may be required to be supplied on CD-ROM media compatible with the Borough's computer operating system, windows based, Microsoft Office Suite 2007 or greater.

x. Altering Official Document
Bidders shall not write in any margins or alter the official content of Borough's document.

y. W-9
Successful Bidder shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: http://www.irs.gov/pub/irs-pdf/fw9.pdf

z. Best Practices
The awarded Administrative Agent(s) will adhere to the best practices described in the Office of the Comptroller's Report on municipal legal services.

aa. Conflict of Interest

Indicate and disclose below any potential conflicts of interest that the Administrative Agent(s) may have in performing these services for the Borough of Highlands.

Conflict of Interest Yes _ No _

If answered "yes", please explain below or on separate sheet(s)

_____

_____

_____

3. Representations

The Bidder hereby represents as follows:

(a) The Bidder is financially solvent, able to pay its debts as they become due and possessed of sufficient working capital to complete the services required and perform its obligations under this Agreement.

(b) The Bidder is able to furnish the workplace, tools, materials, supplies, equipment and labor necessary to complete the Services and perform all of its obligations under the Contractual Documents, and has sufficient experience and competence to do so.

(c) The Bidder is authorized to do business in the State of New Jersey and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Bidder and the Services it will be performing.

(d) The Bidder's execution of and performance under this Agreement are within its duly authorized powers.

(e) The Bidder certifies that it has satisfied itself, from its own investigation, of the conditions to be met, and that it fully understands its obligations and agrees that it will not make any Claim for, or have right to, cancellation or relief from the Contractual Documents without penalty because of its misunderstanding or lack of information.

(f) The Bidder certifies that all representations made by it in any of the Contractual Documents are true, subject to penalty of law. The Bidder understands and agrees that its knowing or intentional violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact may be cause for termination of this Agreement. The Bidder understands and agrees that the Bidder's violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact shall serve as a legal bar to the Bidder's enforcement of its rights under the Contractual Documents, including any and all Claims at law or equity.

(g) The Bidder and any firm it has subcontracted has provided to the Authority proof of valid business registration with the Division of Revenue of the New Jersey Department of the Treasury, pursuant to L. 2001, c. 134, as set forth in Appendix E, and the Bidder shall not enter into any subcontract with a firm that has not provided it and the Authority with proof of such valid business registration

BOROUGH ADMINISTRATIVE AGENT

These contracts are to furnish and deliver professional services for the Borough of Highlands through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. as follows:

Any persons or firms interested in providing professional services to the Borough of Highlands as defined in the New Jersey Statutes, N.J.S.A. 40A:11-2(6).

SCOPE OF WORK: ADMINISTRATIVE AGENT

GENERAL CRITERIA: The Borough of Highlands desires to appoint a qualified Affordable Housing Administrative Agent(s) or firm, with significant experience managing affordable housing units that are created through either the Housing Trust Fund or the Borough's inclusionary zoning ordinance. These services would include presenting to the Governing Body and the Land Use Board as necessary. Any experience or knowledge of matters that directly affect the Borough of Highlands should be addressed.

MANDATORY MINIMUM REQUIREMENTS:
The proposal submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications and requirements as set forth in the RFP/RFQ and shall incorporate the information requested 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.

1. Agency and Enforcement Delegation
The Consultant will act primarily as the affordable housing Administrative Agent for the Borough of Highlands; and the Borough of Highlands 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 Highlands 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 Highlands' Municipal Housing Liaison.

2. 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 Highlands will govern the provision of affordability control services for the existing and future affordable housing units located within the Borough of Highlands 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.

3. 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 Highlands 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 Highlands Borough for those units that include a local preference; and

7) Employ a random selection process as provided in Highlands' 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 Highlands 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 Highlands 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 Highlands' 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 Highlands.

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 Highlands 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 Highlands as defined by NJSA 47:3-16, and are the legal property of the Borough of Highlands. 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.

4. Responsibilities of the Borough of Highlands

The Borough of Highlands 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 Highlands' 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 Highlands 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.

PROPOSAL REQUIREMENTS

FEE PROPOSAL TO PROVIDE THE SERVICES OUTLINED ABOVE

This fair and open process proposal is for the Request for Proposal/Request for Qualifications. Contract award shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP/RFQ, is most advantageous to the Borough.

Qualification Statement and Proposal

Respondents are requested to submit a Qualification Statement. The Qualification Statement and Proposal must contain all requirements of the RFP/RFQ and the following information.

1. A statement that your firm is interested in performing the work described in this RFP/RFQ.
2. The address of the office in which the work will be performed.
3. The name and title of the individuals who will be assigned to the project(s).
4. A narrative demonstrating your understanding of all work necessary. The narrative must detail your firm's particular ability to perform the type of work. The narrative must indicate the experience of your firm/staff for the type of work involved for the categories your firm is preparing a response. The narrative should address the ability of your firm to complete the required work in a professional and cost-effective manner.

Additional Attachments (Required)

Resumes with titles of key personnel who will be assigned to project must be submitted along with your firms' proposals. Each resume shall be a maximum of two, 8 ½ "x 11" sheets in length and must highlight education, professional credentials, and work performance on projects similar to that described in this RFP/RFQ. A resume of the primary partner, as well as the resume(s) of key personnel must be included.

Basis for Award of Contract/Agreement for Professional Services

The Borough shall award all professional service contracts or agreements based on qualifications, knowledge and technical competence, experience performing similar work and other factors considered

Fee Schedule

Respondents shall submit a proposed hourly rate fee schedule for the period of January 1, 2027 through December 31, 2027.

References

Please provide a list of (3) three clients for whom similar risk management services have been provided. Include the following in your response:

1. Name of Client
2. Address of Client
3. Contact Person's Name
4. Contact Person's Title
5. Telephone Number
6. E-mail address
7. Dates Worked (time period worked with client)

EVALUATION, REVIEW AND SELECTION PROCESS

Proposals to Remain Subject to Acceptance
RFP/RFQ responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The Borough will either award the Contract within the applicable time period or reject all proposals. The Borough may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the Borough, be held for consideration for such longer period as may be agreed.

Rejection of Proposals
The Borough reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the Borough that such respondent is properly qualified to carry out the obligations of the RFP/RFQ and to complete the work contemplated therein. The Borough reserves the right to waive any minor informality in the RFP/RFQ. In the event that all proposals are rejected, the Borough reserves the right to start the process over from the beginning and re-solicit proposals.

If No Proposals Are Received
If no proposals are received after conducting the Fair and Open Process, the Committee will make a recommendation for the appointment of a professional to the governing body as permitted in N.J.S.A. 40A:11-6.1(a)(b). Notwithstanding the above, all professionals receiving awards based on this sub-section must comply with the limitations on contributions improved in the Borough's Pay to Pay Ordinances.

Evaluation Process
An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract.

Evaluation Criteria
The criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not
meant to imply order of importance in the selection process. All criteria will be used to select the successful Bidder.

1. **Understanding of the Requested Work**
   a. Completeness & responsiveness to the RFP/RFQ
   b. Compliance with instructions & requests
   c. Demonstrates clear understanding of Scope of Work

2. **Knowledge and Technical Competence**
   a. Education & training of employees
   b. Suitability to perform the required tasks

3. **Management, Experience and Personnel Qualifications**
   a. Project management team & their qualifications
   b. Additional resources available

c. Record of reliability & quality of service
d. Experience performing similar work

4. **Cost**
   a. Explanation of costs (on Cost Sheet)
   b. Cost comparison
   c. Miscellaneous additional services costs

   Note: Price shall be based on hourly rates and schedules of fees submitted with the proposal. Any services not included as part of any resulting contract scope of services must be approved and authorized by the Borough before such work is initiated. The Borough shall pay for such approved services at the rate or cost agreed upon between the Borough and Bidder, provided the Bidder has provided a schedule of fees for additional services with this RFP/RFQ.

Award
The Borough reserves the right to conduct an interview or interviews with the prospective professional to discuss the scope of the professional services as outlined in the Bidder's submission.

Term of Contract: January 1, 2027 – December 31, 2027.

The Professional Services Committee will select the Bidder(s) deemed most advantageous to the Borough, price and other factors considered. The Professional Services Committee's selection is subject to the Mayor's approval. Thereafter, the Mayor's recommendation shall be forwarded to the governing body for approval. Once approved by the governing body by resolution, the contract between the Borough and the selected Bidder(s) shall be prepared.

All awards are subject to availability of funds.

Notice of Award
The successful Bidder will be notified of the award of contract upon a favorable decision by the governing body. The Purchasing Agent may then send a Purchase Order/Voucher to the Bidder.

Payment
Payment will be made after a properly executed Borough voucher has been received and formally approved on the voucher list by the Borough Council at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

Open Public Records Act (OPRA)
All documents/information, except for OPRA's Exemptions from Disclosure, submitted in response to this solicitation shall be available to the general public as required by the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et seq.

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