



Lisa Hendricks Richardson
Executive Director

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52 Evergreen Terrace
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September 13, 2022

RE: Request for Proposals (RFP #2023-01)
Fee Accounting Services

To Whom It May Concern:

Sealed proposals will be received by the Housing Authority of the Borough of Red Bank (RBHA) from qualified firms to provide **Fee Accounting Services**. Sealed proposals will be accepted by **11:00 a.m.** prevailing time on **Tuesday, October 25, 2022**.

We appreciate your interest and look forward to your participation.

Sincerely,

Lisa Richardson

Lisa Hendricks Richardson
Executive Director

HOUSING AUTHORITY OF THE BOROUGH OF RED BANK

52 Evergreen Terrace

Red Bank, NJ 07701



**Request for Proposals
RFP #2023-01
Fee Accounting Services**

Due Date: Tuesday, October 25, 2022
11:00 AM

SPECIFICATIONS

Housing Authority of the Borough of Red Bank

**Request for Proposal (RFP #2023-01) for
Fee Accounting Services**

<i>AGENCY CONTACT PERSON:</i>	<i>Lisa Hendricks Richardson, Executive Director Telephone: (732) 741-1808, Ext. 104 E-mail: LRichardson@RBHA.comcastbiz.net TDD/TTY: (800) 852-7899</i>
<i>HOW TO OBTAIN THE IFB DOCUMENTS ON THE EPROCUREMENT MARKETPLACE</i>	NOT APPLICABLE
<i>PRE-PROPOSAL CONFERENCE</i>	NONE SCHEDULED
QUESTION SUBMITTAL DEADLINE	Tuesday, October 18, 2022, at 2:00 PM
PROPOSAL SUBMITTAL RETURN ADDRESS & DEADLINE	Tuesday, October 25, 2022, 11:00 AM Red Bank Housing Authority Administration Office: 52 Evergreen Terrace, Red Bank, NJ 07701

Proposals will not be received after the time specified for the opening of the Proposals. Proposals received after the hour appointed will be deemed invalid and returned unopened to the respondent.

Proposals will be held in confidence and not released in any manner until after a contract is awarded or any other action is taken by the Red Bank Housing Authority (RBHA) Board of Commissioners.

The right to reject any and all Proposals or to accept the proposal or any item of any proposal deemed most advantageous to the Housing Authority and to award contracts accordingly is reserved to the authority of the Board of the RBHA.

NOTE: All respondents must comply with P.L. 1975, C127 signed into law June 23, 1975, and P.L. 1977, c33 signed into law March 7, 1977, which laws are a part of the specifications in their entirety.

NOTE: Respondents 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.

Lisa Hendricks Richardson
Executive Director

HOUSING AUTHORITY OF THE BOROUGH OF RED BANK
RFP #2023-01 FOR: FEE ACCOUNTING SERVICES
REQUIRED PROPOSAL DOCUMENTS SUBMISSION CHECKLIST

CONTRACTOR'S NAME: _____

Failure to submit the following documents is a mandatory cause for the bid to be rejected (N.J.S.A. 40A:11-23.2)

Required By Owner	Submission Requirement	Submitted with Bid (Bidder's Initials)
	Bond Guarantee deposit- in the form of a proposal bond (original only), a certified check or cashier's check	
	Consent of Surety as to a Performance, Labor or Materials Payment and Maintenance Bond (if applicable)	
*	Stockholder Disclosure Certification	
*	Affidavit of Equal Opportunity Compliance (EOC)	
*	Exhibit A, Mandatory Equal Employment Opportunity	
*	Form of Non-Collusion Affidavit (properly <u>notarized</u>).	
*	Respondent's Affidavit	
*	Statement of Compliance	
*	Appendix A, Americans with Disabilities Act of 1990	
*	Business Registration Certificate, Revised Contract Language for BRC Compliance	
*	Affirmative Action Compliance (Respondent must submit an NJ Affirmative Action Certificate, a Federal Affirmative Action Plan Approval Letter or AA302)	
*	Affirmative Action Questionnaire	
*	Chapter 271 Political Contribution Disclosure Form submitted	
*	References submitted on <u>Vendor Questionnaire/Certification</u>	
*	Disclosure of Investment Activities in Iran	
*	HUD Section 3 Business Certification Form	
*	Proposal Form	
*	Fee Proposal (Pricing Page) signed and complete. (List all exceptions on the fee proposal page under "Exceptions".)	
*	W9	
*	Evidence of <u>all</u> specified insurance, as required.	
*	HUD forms: 5369 C	
*	Notice of Intent to Subcontract	
*	Subcontractor Utilization Form (if applicable)	
	Copy of Public Works Certificate or Proof of Registration (if applicable)	
*	Acknowledgment of Addenda: (Initial next to each received below if applicable)	

All of the items checked off are included in the proposal submitted and I have received the addenda, if any were issued, indicated by my initials along with the completion of enclosed form.

Signature of Respondents _____ **(REQUIRED)**

SUBMISSION INSTRUCTIONS, TERMS AND CONDITIONS

1. PREPARATION OF PROPOSALS

Respondents are expected to examine the drawings, specifications, and all instructions. Failure to do so shall in no way relieve the Respondent from any obligation in respect to the Proposal.

Each Respondent shall sign the Proposal and print or type his name on the Proposal summary page, pricing page and any other page where an entry is made. Proposals shall be signed by proper authorities in ink. Proposals must include full business address, legal trading name and the authorized signature, which binds the organization in this matter.

Proposals which offer supplies or services other than those specified will not be considered and will be marked as non-compliant, unless authorized by the Request for proposals. Proposals which offer supplies or services where specifications are exceeded will be accepted. Respondents shall not make additional stipulations in his Request for proposals that restrict the Red Bank Housing Authority (RBHA) in any way.

When not otherwise specified, Respondent must state time of proposed delivery or completion of contract pursuant to N.J.S.A. 40A:11-1 et seq. Time, if stated as a number of days, will include Saturday, Sunday, and holidays.

2. EXPLANATIONS TO RESPONDENTS

Any explanation desired by a Respondent regarding the meaning or interpretation of the Request for Proposals, drawings, specifications etc. must be requested in writing and received by the Executive Director by the time frame established with this solicitation prior to the Request for proposal closing date and time so a reply can be issued to all Respondents. Oral explanations or instructions, given before award of the contract will not be binding.

3. SUBMISSION OF PROPOSALS

Proposals and modifications thereof shall be enclosed in a sealed envelope addressed to the office specified in the Request for Proposals with the name and address of the Respondent, date of opening and the Request for Proposals number on the face of the envelope. The RBHA assumes no responsibility for the Proposals not received on time at the location stipulated in the Solicitation advertisement.

Any Proposal may be withdrawn prior to the date/time of the closing or authorized postponement thereof. Any Proposal received after the closing date/time will not be considered.

4. REJECTION OF PROPOSAL

The RBHA reserves the right to reject any and all Proposals in accordance with any and all Federal, State, and HUD rules and regulations.

5. INSURANCE REQUIREMENTS

(See Page 20)

Prior to the start of any work, the successful respondent shall furnish a Certificate of Insurance to the owner showing the following minimum insurance requirements in forms and with insurance companies acceptable to the owner. Further, it is agreed that the policy shall be endorsed to provide 30 days written notice of cancellation or non-renewal to the owner prior to cancellation, termination, or material alternations of said insurance.

6. PREVAILING WAGE ACT (Where Applicable)

Pursuant to N.J.S.A. 34:11-56.25 et seq., successful Respondents on projects for the “public work” shall adhere to all requirements of the New Jersey Prevailing Wage Act. Certified payrolls shall be submitted with request for payments for work done under this contract.

Pursuant to N.J.S.A. 34:11-56.48 *et seq.*, cited as “The Public Works Contractor Registration Act”, each Respondent for any public work for municipalities must submit either a registration certificate or a copy of their registration application with their Proposal.

All workers shall be paid not less than the prevailing wage rates. If a worker is found to have been paid less than the prevailing wage rate, the RBHA has the right to terminate the contractor’s or subcontractor right to proceed with work, and to prosecute the work to completion. The contractor and his sureties shall be liable to the RBHA for any excess costs occasioned thereby.

Prior to final payment, contractors and subcontractors must certify to the RBHA the amount of payroll outstanding as a result of the work herein undertaken. Said amount shall be set aside by the RBHA from the application for final payment until final unpaid wages are satisfied.

7. AWARD OF CONTRACT

The RFP method is designed to award the contract to the vendor based upon a list of criteria per N.J.A.C. 5:34-4.2, as adapted or supplemented by RBHA, and is applicable to the services, materials or products sought.

1. Technical Criteria:

i. Proposed methodology:

- (1) Does the vendor’s proposal demonstrate a clear understanding of the scope of work and related objectives?
- (2) Is the vendor’s proposal complete and responsive to the specific RFP requirements?
- (3) Has the past performance of the vendor’s proposed methodology been documented?
- (4) Does the vendor’s proposal use innovative technology and techniques?

ii. Are sound environmental practices such as recycling, energy efficiency, and waste reduction used?

2. Management Criteria:

i. Project management:

- (1) How well does the proposed scheduling timeline meet the contracting unit’s needs?
- (2) Is there a project management plan?

ii. History and experience in performing the work:

- (1) Does the vendor document a record of reliability of timely delivery and on-time and on-budget implementation?
- (2) Does the vendor demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance?
- (3) Does the vendor document industry or program experience?
- (4) Does the vendor have a record of moral integrity?
- (5) Does the vendor have demonstrated knowledge of publicly subsidized housing and related federal and state laws, regulations, and programs?

iii. Availability of personnel, facilities, equipment, and other resources:

(1) To what extent does the vendor rely on in-house resources vs. contracted resources?

(2) Is the availability of in-house and contract resources documented?

iv. Qualification and experience of personnel:

(1) Documentation of experience in performing similar work by employees and when appropriate, sub-contractors?

(2) Does the vendor make use of business capabilities or initiatives that involve women, the disadvantaged, small and/or minority owned business establishments?

(3) Does the vendor demonstrate cultural sensitivity in hiring and training staff?

3. Cost Criteria:

i. Cost of goods to be provided or services to be performed:

(1) Cost Analysis: How does the cost compare to other similarly scored proposals or similar services?

(2) Full explanation: Is the price and its component charges, fees, etc. adequately explained or documented?

ii. Assurances of performance:

(1) If required, are suitable bonds, warranties, or guarantees provided?

(2) Does the proposal include quality control and assurance programs?

iii. Vendor's financial stability and strength:

(1) Does the vendor have sufficient financial resources to meet its obligations?

Any resulting contract shall be subject to the availability and appropriation of sufficient funds.

A written award letter/purchase order mailed or otherwise furnished to the successful vendors within the time for acceptance specified in the RFP shall be deemed to result in a binding contract without further action by either party. Said contract shall include all terms and conditions set forth in these specifications, drawings, advertisement, addenda, or any other document issued by the RBHA in relation to this Invitation for RFP.

The contract shall be signed by all parties within the time limit set forth in the specifications, which shall not exceed 21 days of the notice of award excepting Saturday, Sunday, and holidays; given the RBHA has received all necessary bonding, insurance, and certification information requested of the vendors. If the contract has not been signed and returned by the vendors within the 21 days specified, the RBHA may cancel the award and award to the next lowest vendors.

8. INDEMNITY

The successful Respondent will indemnify and hold harmless the RBHA from all claims, suits or actions and damages or costs of every name and description to which the RBHA may be subjected to or put by reason of injury to the person or property of another, or the property of the RBHA, resulting from the negligence, carelessness or accident on the part of the Respondent, his servants or subcontractors, in the delivery of

materials and supplies, or in the performance of the work under this agreement. Said Respondent will list the RBHA as “Additional Insured”.

9. FURNISHED PROPERTY (Where Applicable)

No materials, labor or facilities will be furnished by the RBHA unless otherwise specified on the Proposal invitation.

10. DELIVERY (Where Applicable)

Proposals are to include all costs of material and/or supplies delivered prepaid FOB destination to designated RBHA locations. All claims and adjustments are to be made between vendor and transportation carrier.

11. TERMINATION

Either party may terminate this agreement for reasons approved by the RBHA upon 10 days written notice to the other party. The RBHA shall only be responsible for payment up to the effective date of termination. Upon termination of the contract, the RBHA may complete any unfinished work and place a claim for the cost of said work against the contractor’s performance bond. The RBHA reserves the right to stop work at any time during the contract for good cause.

12. CANCELLATION

The RBHA has the right to cancel any purchase order or if, after sixty (60) days from the date of the purchase order, the goods or services have not been delivered. The cancellation will occur unless the vendor can show cause as to why the order should not be canceled. For Services see “Specifications Specific To.”

13. SELLER’S INVOICES

Invoices shall be prepared and submitted in duplicate (one copy shall be marked “original”) unless otherwise specified. Invoices shall contain the following information: purchase order number, item numbers, description of supplies or services, quantities, unit prices and extended totals. An affidavit form is also required and will be a part of the purchase order.

14. “RIGHT TO KNOW” LAW Ref. N.J.A.C. 8:59-5.1

All items which contain chemicals must comply with the New Jersey Right to Know statute. Information and labels are required with every item and every delivery. If MSD sheets and labels are **not** received, the order will not be accepted.

15. AVAILABILITY OF FUNDS

The RBHA is subject to N.J.S.A. 40A:11-1 et seq. which states that this contract shall be subject to the availability and appropriation of sufficient funds annually.

16. PURCHASING FROM STATE CONTRACT Ref. N.J.S.A. 40A:11-1 et seq.

The RBHA reserves the right to purchase, during the term of any contract to be awarded, any of the specified materials and/or services through the New Jersey State Cooperative Purchasing Agreement (State Contract) if it is in the RBHA’s interest to do so. The RBHA also reserves the right to reject all Proposals and use State Contract instead of making award.

17. AFFIRMATIVE ACTION Ref. N.J.A.C. 17:27

The contractor shall comply with all provisions of the Affirmative Action Law, P.L.1975, C. 127 (N.J.A.C. 17:27.) Contractor will be required to submit an Initial Project Manning Report, Form AA201, provided by the Affirmative Action office and completed by the contractor in accordance to Article 4 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127. Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. The **contractor shall be required to provide a copy of the Affirmative Action Form or Certificate regardless of the amount of the contract.**

18. TRANSFER OR ASSIGNMENT

After award, the contract may not be subcontracted, transferred, or assigned by the contractor in whole or in part without the prior written consent of the RBHA.

19. DOCUMENT RETENTION

As per N.J.A.C. 17:44-2.2 Authority to audit or review contract records, relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14. Winning Respondents shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

20. FEDERAL, STATE, AND LOCAL LAWS

All work shall be completed in accordance with all federal, state, and local laws, ordinances, and regulations.

21. TIME OF COMMENCEMENT/COMPLETION

The contractor will be required to commence work on the project no later than 10 days after issuance of a RBHA Purchase Order or Notice to Proceed. The purchase order or notice authorizing commencement of work will be issued after all bonds, affirmative action documentation, insurance certificates, and contracts requested by the RBHA have been received.

When requested, the contractor shall complete all contracts and provide all bonding, insurance, and affirmative action evidence within 10 days of request by the RBHA.

The contractor will be required to establish the hours of work as required to properly staff the project, maintain progress, and complete the work within the agreed upon time, with no change or additional cost to the RBHA. If for some reason the work is not completed by the specified date, the contractor shall work after normal hours and shall provide adequate staff to complete the project. In no case will the work after hours or increase in staff be cause for the RBHA to become liable for any additional costs.

Supply and equipment orders shall be delivered in the time stipulated in the "Specifications Specific To" section.

22. PAYMENT

Payment will only occur when the RBHA has received the services and products requested in this specification.

23. PAYMENT/BILLING DATE

All required documentation must be received by the RBHA Executive Director or his/her designee on or before the bill date. Billing information provided on the billing date shall include but not be limited to the following:

1. Properly signed Declaration and Certification of requested payment on a form provided by the RBHA.
2. A copy of monthly affirmative action reports.
3. Any other documentation required by the RBHA.

24. CONTRACT

Award of this Request for Proposals will be made by the RBHA. The terms and conditions of this specification and the Proposal advertisement shall be part of the authorizing purchase order. Respondents shall not make additional stipulations in the Proposal that restricts the RBHA in any way.

25. WORK SITE: (RBHA - Area Wide)

26. DISPUTE RESOLUTION/PROPOSAL PROTEST

As per N.J.S.A. 40A:11-1 et seq., Any prospective respondent who wishes to challenge a proposal specification shall file such *challenges* in writing with the Executive Director no less than three business days prior to the opening of proposals. Challenges filed after that time shall be considered void and having no impact on the RBHA or the award of a contract. If said challenger is not satisfied with the determination of the Executive Director, the challenger shall file a written request to be heard before a meeting of the RBHA. Notice must be filed within three (3) business days of the RBHA Executive Director's reply.

27. PROPOSALS

Proposals must be signed in BLUE ink by the Respondent. All Proposals must be typewritten or written in ink. Any Proposal showing any erasure or alteration must be initialed by the Respondent in ink.

28. ENTRY OF PROPOSED FEES (PRICING ITEMS) AND PROPOSAL SUBMISSION

Cost for the requested services must be included in the proposal.

29. DISCRIMINATION

There shall be no discrimination against an employee engaged in the work required to produce the commodities covered by any contract resulting from this Proposal, or against any applicant to such employment because of race, creed, color, national origin, or ancestry. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall insert a similar provision in all subcontracts for service to be covered by any contract resulting from this Proposal.

30. DISCREPANCIES

In evaluating Proposals, discrepancies between words and figures shall be resolved in favor of words. Discrepancies between unit prices and the total price extension shall be resolved in favor of the unit price and the extension adjusted accordingly. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum.

31. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE.

Only manufactured and farm products of the United States, wherever available, shall be used in connection with this contract pursuant to N.J.S.A. 40A:11-1 et seq.

32. BUSINESS REGISTRATION OF PUBLIC CONTRACTOR

Contractor needs to include proof of business registration at the time it submits a proposal or proposal in response to a request for proposals. For all other transactions, proof of business registration must be submitted before the issuance of a purchase order or contracting document.

Contractor shall provide written notice to his subcontractor and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through the levels (tiers) of the project.

Before final payment on the contract is made by RBHA, the contractor shall submit an accurate list and proof of business registration of each subcontractor or supplier used in fulfillment of the contract or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and subcontractor(s) and each of its affiliates shall pursuant to N.J.S.A.52:32-44 collect and remit to the director, New Jersey Division of Taxation, the Use tax due pursuant to the Sales and Use Tax Act on all sales tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c134 (c.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (c.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contract agency.

33. POLITICAL CONTRIBUTION DISCLOSURE

Contractor shall submit the C.271 Political Contribution Disclosure form required pursuant to N.J.S.A. 19:44A-20.26. This disclosure must include all reportable political contributions (more than \$300 per election

cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

34. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to Public Law 2012, c. 25, any person or entity that submits a proposal or proposal or otherwise proposes to enter into or renew a contract must complete the certification to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, he or she shall take action as may be appropriate and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity. (This document must be submitted by contractor and subcontractors).

HOUSING AUTHORITY OF THE BOROUGH OF RED BANK

52 Evergreen Terrace

Red Bank, NJ 07701



Request for Proposals

RFP #2023-01

Fee Accounting Services

Scope of Services

REQUEST FOR PROPOSALS

RFP #2023-01 Fee Accounting Services

The Housing Authority of the Borough of Red Bank (hereinafter, “RBHA” or the “Housing Authority”) is a public entity that was formed in 1957 to provide federally subsidized housing and housing assistance to low-income families within the Borough of Red Bank. RBHA owns and manages ninety (90) residential units and administers over 250 Housing Choice Vouchers. The RBHA is headed by an Executive Director and is governed by a seven-person Board of Commissioners. The RBHA is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”), HUD Handbook 7460.8 REV 2 (Procurement Handbook for Public Housing Agencies and N.J.S.A. 40A:11 et seq. (Local Public Contracts Law) and N.J.A.C. 5:34 (Local Public Contracts Law Regulations).

In keeping with its mandate to provide efficient and effective services, the RBHA is soliciting proposals from qualified and licensed firms to provide Fee Accounting Services. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety. The RBHA is seeking from all participating respondents’ information that will assist the authority in selecting the respondent who will provide the highest quality services at a fair and competitive price.

REQUESTED SCOPE OF SERVICES

Services provided shall include, but shall not be limited to the following:

The following services in accordance with set monthly and annual accounting cycles. All accounting services, including the fee accounting services provided, must be in accordance with Generally Accepted Account Procedures (GAPP) and reporting provisions of applicable HUD and REAC guidelines for use in auditing purposes and Single Audit Act A-133.

1. To discuss and receive monthly financial status reports from the prior contractor for the months up to the award date. (TBD).
2. Processing all documents required for budget and operating subsidy preparation, including subsidy calculation; budget forms; utility estimates; all required HUD forms and reporting; and PHAS financial internet submissions. Preparation of the RBHA budgets in compliance with HUD and State requirements shall include at least two revisions.
3. Reviewing and analyzing all operations necessary to maintain the general ledgers and subsidiary ledgers for the Housing Authority, in accordance with the procedures outlined by the RBHA’s administration, including the following services:
 - a) Review and reconciliation of the bank statements on a monthly basis.
 - b) Preparing and reviewing necessary journal vouchers on a monthly basis.
 - c) Preparing and reviewing reports and balance sheets, and maintain the general ledgers on a monthly basis, as required by Federal, State and/or local laws, statutes, or regulations.
 - d) Reviewing budgetary controls of costs and finances.
 - e) Providing financial records, statements, and assistance for the Annual Independent Audit, including attendance at related meetings; and other audits as necessary.
 - f) Preparing all debt service entries.

- g) Preparing all monthly, quarterly, semi-annual, and year-end financial statements and annual closing entries.
 - h) Maintaining investment and insurance registers.
 - i) Maintaining property ledger/capitalized equipment; and
 - j) Maintaining capital funds subsidiary ledgers as required by HUD and subsidiary ledgers for any development funds or grant monies awarded.
4. Completing the close out for the fiscal year to include the preparation of all forms required by HUD and transmission of the Financial Data Schedule (FDS) to Real Estate Assessment Center (REAC).
 5. Reviewing PHA investments, report and make recommendation(s) to the Executive Director on such matters.
 6. Must be compliant with PHA Asset Management provisions, rules, and regulations.
 7. Preparing FASS financial data and submit to REAC.
 8. Assisting in the preparation of the PHAS Certification to REAC.
 9. Reviewing financial records and prepare statements, budgets, tax filings for the Housing Authority's instrumentalities and affiliates, as requested, but specifically for **The Cedar Crossing Condominium Association, Inc., for which RBHA is the Property Management Agent.**
 10. Preparing and submit all financial forms, reports and statements as required by HUD, in accordance with the scheduled list in HUD 7475.1 REV.
 11. Will be available to conduct on-site visits and virtual visits and meetings at the Executive Director's or his/her designee's request to provide clarifications on pertinent financial matters relative to questions posed by HUD representatives, members of the Board of Commissioners, the Auditor, the Executive Director and/or other RBHA staff. The firm will be available as needed to answer questions an auditor or HUD representative may have regarding the financial records of the RBHA.
 12. Evaluate and assist in the preparation of grant and program applications related to affordable housing development and sustainability, subsidized housing opportunities, and resident support services.
 13. Preparing financial status reports of all programs to be presented to the Board of Commissioners at year end.
 14. Informing the Executive Director of any matters that come to their attention which causes them to believe that any errors, irregularities, or illegal acts may exist.

QUALIFICATIONS

In addition to the ability to perform all of the above, all respondents shall meet the following minimum requirements:

- A. Must be a Certified Public Accountant (C.P.A.) licensed in the State of New Jersey who has never, at any time, been sanctioned or suspended from practice.

- B. Must have documented experience representing New Jersey Public Housing Authorities and knowledge of relevant State and federal regulations, including HUD funded programs.
- C. Has never, at any time, been suspended, debarred, declared ineligible, or voluntarily excluded by the Department of Housing and Urban Development, the Department of Justice, the General Services Administration, the Internal Revenue Service, or any other federal agency or the Federal Government, and/or the New Jersey Department of Labor or any other state agency or the State of New Jersey.
- D. Must be approvable by the United States Department of Housing and Urban Development.

CONTRACT PERIOD

The contract shall be awarded for a one-year period and may include RBHA’s option to extend for an additional one-year period.

PRESENTATION PACKAGE – Submit with the RFP Response

The RBHA seeks from all participating respondents’ information that will assist the Authority in selecting the respondent who will provide the highest quality services at a fair and competitive price. All respondents shall prepare a presentation package to be submitted with the RFP.

The Presentation Package shall include at a minimum the following:

I. Management Criteria

A. Business Organization

The respondent shall submit a full description of the business organization to include, but not be limited to:

- Name, address, phone, fax, website, e-mail address and other information of the professional firm or individual.
- An organizational chart noting the names of all principals and partners.
- Resumes of key staff members; and
- Other information concerning individuals of the professional firm that would assist the authority in the evaluation process.
- Professional Liability – Include proof of Professional Liability naming the RBHA as additional insured with a minimum liability of \$1,000,000. The RBHA shall be held harmless for any activities covered under the scope of this contract.
- In order to ensure acceptable service, the authority requires the respondent to specify a contact person assigned to the authority’s account. Should the contact person change for any reason, the authority must be notified in writing.

B. Qualifications; Relevant Experience

Respondents shall submit documentation highlighting qualifications and experience they have that will assist the housing authority in the evaluation and selection process. Such documentation shall include, but not be limited to:

- Evidence of providing services as listed in the specifications to housing authorities for a minimum of five (5) years.
- Three (3) references (do not include RBHA).
- List current contracts with other housing authorities or agencies providing comparable services.
- Copies of all professional licenses that are required to perform the services as listed in the specifications.
- Other information concerning the firm and/or individuals of the firm that would assist the authority in the evaluation process.
- Availability of personnel, facilities, equipment, and other resources to provide the services requested.

- Include the name and resume of the staff assigned to the authority's contract.

II. Technical Criteria

A. Description of Services

Respondents should list all services to be rendered with their explanation in detail on how they will provide the services. Respondents shall also provide evidence of how services of similar type were provided to other authorities and/or agencies. (Success stories only). Respondents, by submitting a proposal acknowledge that they fully understand the scope of service, work, and activity to be performed. Respondents are to provide evidence of any innovation and/or successful approach in providing the services requested.

III. Cost Criteria

A. Fee Proposal

Respondents are to submit a fee proposal schedule that compliments the service that is being requested by the Housing Authority. The Housing Authority is requesting hourly rates for the services requested in this RFP.

B. Contract Expenses

Respondents are to note the following as it pertains to expenses related to the contract:

- **Expenses; Related to Contract; Incidental**
All incidental expenses related to this contract, incurred by the respondent to whom the contract is awarded, shall be the responsibility of the respondent. The RBHA will not reimburse any vendor for any incidental expenses related to the contract.
- **Extraordinary Expenses**
Extraordinary expenses to be incurred by the respondent in the performance of his/her duties may be brought to the RBHA prior to the actual expenditure. The RBHA Board, upon recommendation of the appropriate administrator, may consider reimbursing the expense, or the RBHA may procure the services separately.

COORDINATION OF ACTIVITIES

All activities for this contract will be coordinated through the office of:

Lisa Hendricks Richardson
Executive Director
(732) 741-1808, Ext. 104
LRichardson@RBHA.comcastbiz.net

FEE SCHEDULE – PAYMENT

The Contractor shall be paid an hourly rate for the requested services. Proposers shall submit an hourly rate for the services requested in this RFP.

The proposers shall submit a schedule of hourly rates for all classifications (i.e., principal/managing director, financial analyst, administrative staff, etc.) which are proposed for any additional work which may become necessary.

All invoices submitted for payment shall include the following information:

- The specific matter being billed (e.g., “various employment matters” is not acceptable)
- The period of time for which the statement is rendered
- A brief description of the services rendered (avoid nonspecific billing entries, such as “letter to opposing counsel” or “review of file”)
- The names of each classification performing the services

- The number of hours or portions of hours spent by each person each day
- The hourly billing rate for each person whose time is included on the invoice
- Disbursements, broken down by category
- The total for the billing period
- The total amount that has been billed on the matter prior to the current billing period.

EVALUATION PROCESS; METHODOLOGY OF AWARDING CONTRACT

All RFP responses shall be evaluated on the basis of whose response is the most advantageous to RBHA, price and other factors considered, and whose response will provide the highest quality of service at fair and competitive prices.

The RBHA will use a one hundred (100) point system in evaluating all proposals. The criteria to be evaluated are identified below:

	<u>Category</u>	<u>Value Points</u>
I.	<p>Technical Criteria</p> <p>A. Proposal demonstrates a clear understanding of the scope of work and related objectives.</p> <p>B. Proposal is complete and responsive to the specific RFP requirements and scope of services.</p> <p>C. Quality, organization, and professional appearance of the Proposal submitted.</p>	40
II.	<p>Management Criteria</p> <p>A. Project management meets the needs of RBHA, including availability of Respondent’s personnel, facilities, equipment, and other resources.</p> <p>B. Relevant experience performing requested services and similar work (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.</p> <p>C. Qualifications and experience of Respondent’s personnel.</p> <p>D. Knowledge of HUD laws, regulations, and programs, as well as related Federal and State laws, regulations and programs applicable to publicly subsidized housing.</p>	40
III.	<p>Cost Criteria</p> <p>A. Fee Proposal: The price and its component charges, fees, etc. adequately explained or documented.</p>	20

AWARD OF CONTRACT

It is the intention of the RBHA to award the contract to the respondent whose response is the most advantageous to the RBHA, price and other factors considered; and who will provide the highest quality service at fair and competitive prices.

AFFIRMATIVE ACTION REQUIREMENTS

Each respondent shall submit to RBHA, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. Appropriate evidence that the respondent is operating under an existing federally approved or sanctioned affirmative action program; or
- ii. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4; or
- iii. 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.

Please note: A completed and signed Affirmative Action Questionnaire is required with submission of proposal. However, the RBHA will accept in lieu of the Questionnaire, Affirmative Action Evidence stapled to the Affirmative Action Questionnaire form.

“If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.”

AUTHORIZATION TO WORK – PURCHASE ORDER REQUIRED

No service shall be rendered unless the successful respondent receives an approved purchase/task order authorizing the respondent to render the service.

BUSINESS REGISTRATION CERTIFICATE

Pursuant to N.J.S.A. 52:32-44 as amended by P.L. 2004 – Chapter 57, all respondents shall submit with their proposal package a copy of their “New Jersey Business Registration Certificate” as issued by the Department of Treasury of the State of New Jersey. Failure to provide the New Jersey Business Registration Certification with the proposal package, or prior to the award of contract, will be cause for the rejection of the entire proposal.

GOODS AND SERVICES CONTRACTS

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect, remit, and notify all subcontractors and their affiliates that they must collect and remit to the Director of the New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

CONTRACTS

Upon notification of award of contract by the RBHA, the successful respondent shall sign and execute a formal contract agreement with the RBHA.

The successful respondent shall sign and execute said contract and return it together with documents required by the RBHA such as but not limited to:

- Professional Liability Certificate.
- Criminal History Background evidence.
- Other required documents as may be outlined in the proposal specifications.

Within ten (10) days of receipt of notification of award of contract, the executed contracts and related documents must be returned to:

Lisa Hendricks Richardson, Executive Director
Red Bank Housing Authority
52 Evergreen Terrace
Red Bank, NJ 07701

DOCUMENTS, MISSING/ILLEGIBLE

The respondent shall be familiar with all forms* provided by the RBHA that are to be returned with the proposal. If there are any forms either missing or illegible, it is the responsibility of the respondent to contact the Executive Director at (732) 741-1808, Ext. 104 for duplicate copies of the forms. This must be done before the proposal submission date. The RBHA accepts no responsibility for duplicate forms that were not received by the respondent in time for the respondent to submit with his proposal.

DOCUMENT SIGNATURES – ORIGINAL IN BLUE INK

All documents returned to the RBHA shall be signed with an original signature in BLUE ink. Failure to sign and return all required documents with the proposal package may be cause for disqualification and for the proposal to be rejected pursuant to N.J.S.A. 40A:11-2:2(33) (non-responsive). The RBHA will not accept facsimile or rubber stamp signatures.

*Forms provided by the RBHA that must be returned with proposal.

- Submission Checklist
- Proposal Form
- Affirmative Action Questionnaire or Affirmative Action Evidence
- Non-Collusion Affidavit
- Stockholders' Disclosure/ Ownership Declaration
- Contractor/Vendor Questionnaire and Certification
- Acknowledgement of Addenda
- Chapter 271 – Political Contribution Disclosure Form
- Iran Disclosure
- HUD forms: HUD form 5370 C
- Engagement Terms

*Please check your solicitation package for these forms!

FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97(b)

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award, or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

INSURANCE: PROFESSIONAL LIABILITY – CERTIFICATE REQUIRED

Required

Not Required

The successful respondent to whom the contract is awarded shall provide to the RBHA with contract documents a Professional Liability Insurance Certificate with the following limits:

\$1,000,000 Each Incident; Occurrence; Wrongful Act
\$3,000,000 Aggregate

The insurance certificate name as to the certificate holder shall be as follows:

**Housing Authority of the Borough of Red Bank
52 Evergreen Terrace
Red Bank, NJ 07701**

AND

**The Cedar Crossing Condominium Association, Inc.
c/o Housing Authority of the Borough of Red Bank
52 Evergreen Terrace
Red Bank, NJ 07701**

The insurance shall remain in full force during the term of contract.

INTERPRETATIONS AND ADDENDA

No interpretation of the meaning of the specifications will be made to any Respondent orally. Every request for such interpretations should be made in writing to the Executive Director and must be received at least ten (10) days prior to the date fixed for the opening of proposals to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of written addenda to the specifications. The addenda will be provided in accordance with N.J.S.A. 40A11-23(c) to the respondents by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of proposals. All addenda so issued shall become part of the contract document.

POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity’s responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 or at www.elec.nj.us.

Award of Contract -- Reportable Contributions

“The RBHA will not vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L.1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to a member of the RBHA Board of Commissioners during the preceding one-year period.”

Contributions During Term of Contract –

“Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to any member of the board of commissioners from any business entity doing business with the RBHA are prohibited during the term of the contract.”

When a business entity referred in 4.1(e) is a natural person, contribution by that person’s spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.”

Chapter 271 Political Contribution Disclosure Form – Required

All respondents shall submit with their proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the RBHA to determine whether the vendor is in compliance.

PRE-PROPOSAL MEETING

Applicable **Not Applicable**

A pre-proposal meeting has been scheduled as follows: **N/A**

All potential respondents are encouraged to attend this very important meeting.

SUBCONTRACTING; ASSIGNMENT OF CONTRACT

Contractors, services providers, and all vendors with whom the RBHA has an executed contract may not subcontract any part of any work done or consign any contract for goods or materials for the board without first receiving written permission from the Executive Director.

SUBMISSION DEADLINE

The deadline to submit all Proposal Packages is **Tuesday, October 25, 2022, at 11:00 AM.**

Submissions received after the date and time noted above shall not be considered.

SUBMISSION OF PROPOSAL PACKAGE

To: **Red Bank Housing Authority Administration Office: 52 Evergreen Terrace, Red Bank, NJ 07701.**

TERMINATION OF CONTRACT

If the RBHA determines that the contractor has failed to comply with the terms and conditions of the proposal and/or proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the RBHA shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the RBHA of the contract does not absolve the contractor from potential liability for damages caused to the RBHA by the contractor’s breach of this agreement. The RBHA may withhold payment due the contractor and apply same towards damages once established. The RBHA will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor further agrees to indemnify and hold the RBHA harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

WITHDRAWAL OF PROPOSALS

Before the Proposal Due Date

The RBHA may consider a written request from a respondent to withdraw a proposal if the written request is received by the Executive Director before the proposal due date. Any respondent who has been granted permission by the Executive Director to have his/her proposal withdrawn cannot re-submit a proposal for the same project.

After the Proposal Due Date

The RBHA may consider a written request from a respondent to withdraw a proposal if the written request is received by the Executive Director within five (5) business days after the proposal opening. A request to withdraw a proposal after the specified number of days will not be honored. The respondent who wishes to

withdraw a proposal must provide a certification supported by written factual evidence that an error or omission was made by the respondent and that the error or omission was a substantial computational error or an unintentional omission or both.

The request to withdraw a proposal after the proposal due date may be reviewed by the Executive Director and/or the interested administrators; and a recommendation will be made to RBHA.

RBHA will be the final determining authority in permitting the proposal to be withdrawn.

QUESTIONS

Questions should be submitted in writing to the Executive Director no later than **Tuesday, October 18, 2022, by 2:00 PM.**

ENGAGEMENT TERMS

- By agreeing to accept these engagement terms, the firm signifies that no actual or potential conflicts of interest exist, and the firm agrees to notify the RBHA immediately if any conflicts develop.
- All invoices generated for services rendered, shall reflect prices quoted in the firm's RFP. Invoices shall specify the name of each staff and the applicable hourly rate.
- Cost and efficiency should be considered in the transmittal of information. Electronic transmission of information is preferred.
- The RBHA shall be invoiced for services rendered during the preceding month. By the firm's acceptance of these terms, the firm agrees that the RBHA will not be obliged to pay any invoices for fees or disbursements rendered more than 60 days from the last day of the month in which they incurred.
- Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of New Jersey, or any local government agency within or outside the State of New Jersey.
Yes No
- If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.
- Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the RBHA?
Yes No
- If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

Fax No. () _____ E-Mail _____

Housing Authority of the Borough of Red Bank

ETHICS IN PURCHASING

Statement to Vendors

Recommendation of Purchases

It is the desire of the RBHA to have all RBHA employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

RBHA officials and employees who recommend purchases shall not extend any favoritism to any vendor. Each recommended purchase should be based upon quality of the items, service, price, delivery, and other applicable factors in full compliance with N.J.S.A. 40A:11-1 et seq.

Solicitation/Receipt of Gifts – Prohibited

RBHA officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with the RBHA or anyone proposing to do business with the RBHA.

Vendor Responsibility

Offer of Gifts, Gratuities -- Prohibited

Any vendor doing business or proposing to do business with the RBHA, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of the RBHA or to any member of the official's or employee's immediate family.

Vendor Influence -- Prohibited

No vendor shall cause to influence or attempt to cause to influence, any official or employee of the RBHA, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

Vendor Certification

Vendors or potential vendors will be asked to certify that no official or employee of the RBHA or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of the RBHA.

HOUSING AUTHORITY OF THE BOROUGH OF RED BANK

*52 Evergreen Terrace
Red Bank, NJ 07701*

Lisa Hendricks Richardson
EXECUTIVE DIRECTOR

TO: All Vendors



Official Notification

Authorized Purchases

The RBHA only recognizes purchases made through the approved purchase order process. All purchases require a:

Written Purchase Order with a Purchase ***Order Number***.

Unauthorized Purchases

Any RBHA employee who orders and/or receives any materials, supplies, or services without first going through the approved purchase order process has made an unauthorized purchase.

Vendors' Responsibility

- **Do NOT Honor Requests!**

Vendors are not to honor or accept any requests for goods or services unless the vendor receives a ***written purchase order*** with ***authorized signatures*** and a purchase ***order number***.

- **Contact the Business Office!**

Please alert Lisa Hendricks Richardson, Executive Director at (732) 741-1808, Ext. 104 if any RBHA employee attempts to place an order without an authorized purchase order.

- **You will NOT Get Paid!**

The RBHA will not be held responsible for any unauthorized orders or purchases.

Authorized Signatures

The RBHA will only recognize purchase orders signed by the Executive Director.

***REQUIRED
DOCUMENTATION***

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Proposal Submission

Name of Business _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

If a corporation owns all or part of the stock of the corporation or partnership submitting the proposal, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

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

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires: _____

(Corporate Seal)

AFFIDAVIT OF EQUAL OPPORTUNITY COMPLIANCE

(EOC)

STATE OF _____

COUNTY OF _____

_____ being first duly sworn deposes and says:
(Print Individual's Name)

THAT he/she is the party making a certain Proposal dated _____ **2022** and for work in connection with **Fee Accounting Services** and that such Proposal is submitted with full knowledge and understanding of:

- (a) The Affirmative Action Compliance (AAC) requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27); and*
- (b) That in submitting such Proposal the Respondent acknowledges that he/she must and will fulfill these requirements and that all statements in said Proposal are true.*

SIGNATURE OF: Respondent, if the Respondent is an Individual: _____
Officer, if the Respondent is a Corporation: _____
Partner, if the Respondent is a Partnership: _____

Signature of Contractor

Subscribed and sworn to before me, this _____ day
of _____ **20**_____.

Notary Public

My Commission Expires: _____ **20**_____.

To be completed and returned with the proposal form.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- **Letter of Federal Affirmative Action Plan Approval**
- **Certificate of Employee Information Report**
- **Employee Information Report Form AA302**

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Company

Authorized Signature

Date

Form of Non-Collusion Affidavit

**A F F I D A V I T
(Prime Respondent)**

State of: _____

County of: _____

_____, being first duly sworn,
Deposes and says:

That he/she is _____

(Owner, partner, officer of the firm of, etc.)

of the party making the foregoing proposal, that such proposal is genuine and not collusive or sham, that said respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any respondent or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposal/proposal price of affiant or of any respondent, or to fix any overhead, profit or cost element of said proposal/proposal price, or of that of any other respondent, or to secure any advantage against the **RBHA** or any person interested in the proposed contract; and that all statements in said proposal are true.

Signature of Respondent, if the respondent is an Individual

Signature of Partner, if the respondent is a Partnership

Signature of Officer, if the respondent is a Corporation

Subscribed and sworn to before me

this _____ day of _____ 20____.

My commission expires _____ 20____.

RESPONDENT'S AFFIDAVIT

(This Affidavit is part of the Proposal)

State of _____

County of _____

being duly sworn, deposes and says that he resides at

_____ that he is the

_____ who signed the

(Title)

above Proposal or Proposal, that he was duly authorized to sign, and that the Proposal is the true offer of the Respondent, that the seal attached is the seal of the Respondent and that all the declarations and statements contained in the Proposal are true to the best of his knowledge and belief.

Subscribed and sworn to before me at

this _____ day of _____ 20 _____

Signature of Respondent (Seal)

Notary Public

My Commission Expires

STATEMENT OF COMPLIANCE

This is to certify that all persons employed by the undersigned will be paid full weekly wages earned, less permissible deductions for income taxes, social security, etc., and that no rebates have been or will be made either directly or indirectly to the under-signed from the full weekly wages earned by any person in its employ, and further that all employees will be paid as defined in Regulations, Part 3, (29 CFR Part 3) issued by the Secretary of Labor under the Copeland Act, as amended (43 Stat. 948. 63 Stat. 108. 72 Stat. 967; 40 U.S.C. 276c) and described on said payroll; that said payroll is correct and complete; that the wage rates contained in said payroll for laborers, and mechanics pursuant to the Contract under which such work was performed; and that the classification set forth for each laborer or mechanic conforms with the work he performed.

SIGNATURE _____

TITLE _____

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

The contractor and the RBHA (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. 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.

Signature _____ **Title** _____ **Date** _____

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on Vendors and all sub-Vendors that **knowingly** provide goods or perform services for Vendors fulfilling this contract:

- 1) The Vendors shall provide written notice to its sub-Vendors and suppliers to submit proof of business registration to the Vendors;
- 2) Sub Vendors through all tiers of a project must provide written notice to their sub-Vendors and suppliers to submit proof of business registration and sub-Vendors shall collect such proofs of business registration and maintain them on file;
- 3) Prior to receipt of final payment from a contracting agency, a Vendors must submit to the contacting agency an accurate list of all sub-Vendors and suppliers or attest that none was used; and
- 4) During the term of this contract, the Vendors and its affiliates shall collect and remit, and shall notify all sub-Vendors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A Vendors, sub-Vendors or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL REGARDLESS OF THE FACT
THAT A COPY MAY ALREADY BE ON FILE WITH THE
RED BANK HOUSING AUTHORITY

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#: 970-097-382/500
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 01/01/01
FORM-BRC(08-01)

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 0107330
ISSUANCE DATE: 07/14/04

Acting Director
John S. Tully

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

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 respondent's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful respondent 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

- (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 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. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal 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. 17:27-1 et seq.

COMPANY: _____

SIGNATURE _____

PRINT NAME: _____

TITLE: _____

DATE: _____

To be completed and signed below and return with Proposal Form.

AFFIRMATIVE ACTION QUESTIONNAIRE

RFP #2023-01

Date: Tuesday, October 25, 2022

This form is to be completed and returned with the proposal. However, the RBHA will accept in lieu of this Questionnaire, Affirmative Action Evidence Employee Information Report stapled to this page.

1. Our company has a federal Affirmative Action Plan approval.

Yes No

If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a N.J. State Certificate of Employee Information Report

Yes No

If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered “**NO**” to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance: www.state.nj.us/treasury/contract/compliance/

- Click on “Employee Information Report”
- Complete and submit the form with the appropriate payment to:

Department of Treasury
Division of Public Contracts/EEO Compliance
P.O. Box 209
Trenton, NJ 08625-0002

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the RBHA within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

I certify that the above information is correct to the best of my knowledge.

Name: _____

Signature _____

Title _____ Date _____

Name of Company _____

Address _____

City, State, Zip _____

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 AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. 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 predominate 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. This is not applicable if you are renewing a current Certificate.

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.**

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.

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 Philippine Islands and Samoa.

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

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 A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)**

TO: NJ Department of the Treasury
Division of Public Contracts Equal Employment Opportunity Compliance
P.O. Box 206
Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

Disclosure of Investment Activities in Iran Form

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN											
Quote Number: <input style="width: 90%;" type="text"/>	Bidder/Offeror: <input style="width: 90%;" type="text"/>										
<p>PART 1: CERTIFICATION BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.</p> <p>Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party</p> <p>PLEASE CHECK THE APPROPRIATE BOX:</p> <p><input type="checkbox"/> I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.</p> <p style="text-align: center;">OR</p> <p><input type="checkbox"/> I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.</p> <p>PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.</p> <p>EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.</p>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Name <input style="width: 90%;" type="text"/></td> <td style="width: 50%; padding: 5px;">Relationship to Bidder/Offeror <input style="width: 90%;" type="text"/></td> </tr> <tr> <td colspan="2" style="padding: 5px;">Description of Activities <input style="width: 95%;" type="text"/></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><input style="width: 95%;" type="text"/></td> </tr> <tr> <td style="padding: 5px;">Duration of Engagement <input style="width: 40%;" type="text"/></td> <td style="padding: 5px;">Anticipated Cessation Date <input style="width: 40%;" type="text"/></td> </tr> <tr> <td style="padding: 5px;">Bidder/Offeror Contact Name <input style="width: 40%;" type="text"/></td> <td style="padding: 5px;">Contact Phone Number <input style="width: 40%;" type="text"/></td> </tr> </table>		Name <input style="width: 90%;" type="text"/>	Relationship to Bidder/Offeror <input style="width: 90%;" type="text"/>	Description of Activities <input style="width: 95%;" type="text"/>		<input style="width: 95%;" type="text"/>		Duration of Engagement <input style="width: 40%;" type="text"/>	Anticipated Cessation Date <input style="width: 40%;" type="text"/>	Bidder/Offeror Contact Name <input style="width: 40%;" type="text"/>	Contact Phone Number <input style="width: 40%;" type="text"/>
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<input style="background-color: #cccccc; border: none; padding: 5px 20px;" type="button" value="ADD AN ADDITIONAL ACTIVITIES ENTRY"/>											
<p>Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.</p>											
Full Name (Print): <input style="width: 90%;" type="text"/>	Signature: <input style="width: 90%;" type="text"/>										
Do Not Enter PIN as a Signature											
Title: <input style="width: 90%;" type="text"/>	Date: <input style="width: 90%;" type="text"/>										

Housing Authority of the Borough of Red Bank
 52 Evergreen Terrace
 Red Bank, NJ 07701

Chapter 271
Political Contribution Disclosure Form
(Contracts that Exceed \$17,500.00)
Ref. N.J.S.A. 52:34-25

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

Date of Contribution	Amount of Contribution	Name of Recipient Elected Official/ Committee/Candidate	Name of Contributor

The Business Entity may attach additional pages if needed.

No Reportable Contributions (Please check (✓) if applicable.)

I certify that _____ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify, that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative RBHA in which that public entity is located or, when the public entity is a county, of any legislative RBHA which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

P.L. 2005, c271
Page 2

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:
40A:11-51

1.
 - a. A county, municipality, independent district, Board of Education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts therefrom to business entities that have made a contribution pursuant to P.L.1973, c.83 (C.19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L.2004, c.19 (C. 19:44A-20.2 et al.) and section 22 of P.L.1973, c.83 (C.19:44A-22).
 - b. The provisions of P.L.2004, c.19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L.2004, c.19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.
 - c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

52:34-25

2.
 - a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for proposals, a State agency, county, municipality, independent district, Board of Education, or fire district shall require any business entity proposing thereon or negotiating therefore, to submit along with its proposal or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent district, other than an independent district that is a State agency, Board of Education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

2.
 - b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political

organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

- c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, RBHA, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, Board of Education, bureau or commission within or created by the Legislative Branch, and any independent State district, commission, instrumentality or agency.

- d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13

- 3.

- a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

- b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

- (1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;
- (2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and
- (3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

- c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

- d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

- e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

* Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40A:11-51 and to N.J.S.A. 52:34-25.

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

State of New Jersey:

Governor, and Legislative Leadership Committees

Legislative Districts: 11, 12, 13 and 30

State Senator and two members of the General Assembly per district.

County of Monmouth:

Freeholders County Clerk

Sheriff

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

Township of Aberdeen	Township of Howell	Camp Meeting Association of Ocean Grove
Borough of Allenhurst	Borough of Interlaken	Borough of Oceanport
Borough of Allentown	Borough of Keansburg	Borough of Red Bank
City of Asbury Park	Borough of Keyport	Borough of Roosevelt
Borough of Atlantic Highlands	Borough of Lake Como (<i>formally South Belmar</i>)	Borough of Rumson
Borough of Avon-By-The-Sea	Borough of Little Silver	Borough of Sea Bright
Borough of Belmar	Village of Loch Arbour	Borough of Sea Girt
Borough of Bradley Beach	City of Long Branch	Borough of Shrewsbury
Borough of Brielle	Township of Manalapan	Township of Shrewsbury
Township of Colts Neck	Borough of Manasquan	Borough of Spring Lake
Borough of Deal	Township of Marlboro	Borough of Spring Lake Heights
Borough of Eatontown	Borough of Matawan	Borough of Tinton Falls
Borough of Fair Haven	Township of Middletown	Borough of Union Beach
Borough of Farmingdale	Township of Millstone	Township of Upper Freehold
Borough of Freehold	Borough of Monmouth Beach	Township of Wall
Township of Freehold	Borough of Neptune City	Borough of West Long Branch
Township of Hazlet	Township of Neptune	
Borough of Highlands	Township of Ocean	
Township of Holmdel		

Boards of Education (Members of the Board):

Township of Aberdeen	Township of Howell	Camp Meeting Association of Ocean Grove
Borough of Allenhurst	Borough of Interlaken	Borough of Oceanport
Borough of Allentown	Borough of Keansburg	Borough of Red Bank
City of Asbury Park	Borough of Keyport	Borough of Roosevelt
Borough of Atlantic Highlands	Borough of Lake Como (<i>formally South Belmar</i>)	Borough of Rumson
Borough of Avon-By-The-Sea	Borough of Little Silver	Borough of Sea Bright
Borough of Belmar	Village of Loch Arbour	Borough of Sea Girt
Borough of Bradley Beach	City of Long Branch	Borough of Shrewsbury
Borough of Brielle	Township of Manalapan	Township of Shrewsbury
Township of Colts Neck	Borough of Manasquan	Borough of Spring Lake
Borough of Deal	Township of Marlboro	Borough of Spring Lake Heights
Borough of Eatontown	Borough of Matawan	Borough of Tinton Falls
Borough of Fair Haven	Township of Middletown	Borough of Union Beach
Borough of Farmingdale	Township of Millstone	Township of Upper Freehold
Borough of Freehold	Borough of Monmouth Beach	Township of Wall
Township of Freehold	Borough of Neptune City	Borough of West Long Branch
Township of Hazlet	Township of Neptune	
Borough of Highlands	Township of Ocean	
Township of Holmdel		

(continued on next page)

Fire Districts (Board of Fire Commissioners):

Aberdeen Township Fire District No. 1
Aberdeen Township Fire District No. 2
Englishtown Borough Fire District No. 1
Freehold Township Fire District No. 1
Freehold Township Fire District No. 2
Hazlet Township Fire District No. 1
Howell Township Fire District No. 1
Howell Township Fire District No. 2
Howell Township Fire District No. 3
Howell Township Fire District No. 4
Howell Township Fire District No. 5
Manalapan Township Fire District No. 1
Manalapan Township Fire District No. 2
Manasquan Boro Fire District No.1

Marlboro Township Fire District No. 1
Marlboro Township Fire District No. 2
Marlboro Township Fire District No.3
Millstone Township Fire District No. 1
Neptune Township Fire District No. 1
Neptune Township Fire District No. 2
Ocean Township Fire District No. 1
Ocean Township Fire District No. 2
Spring Lake Heights Boro Fire District No. 1
Tinton Falls Fire District No. 1
Tinton Falls Fire District No. 2
Wall Township Fire District No. 1
Wall Township Fire District No. 2
Wall Township Fire District No. 3

Vendor Questionnaire/Certification
Fee Accounting Services

Name of Company _____

Street Address _____ PO Box _____

City, State, Zip _____

Business Phone Number (____) _____ Ext. _____

Emergency Phone Number (____) _____

FAX No. (____) _____ E-Mail _____

FEIN No. _____

Years in Business _____ Number of Employees _____

References – List work previously done for Housing Authorities in New Jersey first, if none, list other references

<u>Name of Authority</u>	<u>Address</u>	<u>Contact Person/Title</u>	<u>Phone</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Vendor Certification

Direct/Indirect Interests

I declare and certify that no member of the RBHA, nor any officer or employee or person whose salary is payable in whole or in part by said Housing Authority or their immediate family members are directly or indirectly interested in this proposal or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a RBHA member, employee, officer of the RBHA has an interest in the proposal, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other thing of value to any RBHA official, RBHA Board member or employee of the RBHA.

I certify that I am not an official or employee of the RBHA.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

President or Authorized Agent

Signature

CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES

HUD-69
HUD-621B

Part II - Terms and Conditions

1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Local Public Agency shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Local Public Agency, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Local Public Agency for damages sustained by the Local Public Agency by virtue of any breach of the Contract by the Contractor, and the Local Public Agency may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Local Public Agency from the Contractor is determined.

2. Termination for Convenience of Local Public Agency. The Local Public Agency may terminate this Contract any time by a notice in writing from the Local Public Agency to the Contractor. If the Contract is terminated by the Local Public Agency as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made: Provided, however, that is less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Section 1 hereof relative to termination shall apply.
3. Changes. The Local Public Agency may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Local Public Agency and the Contractor, shall be incorporated in written amendments to this Contract.
4. Personnel
 - a. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Local Public Agency.
 - b. All the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.
5. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of labor pursuant to the "Anti-Kickback Act" of June 13, 1994 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title 18 U.S.C., section 874; end title 40 U.S.C., section 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations, appropriate provisions in all

subcontracts covering work under this contract to ensure compliance by subcontractor and shall be responsible for the submission of affidavits required of subcontractors there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. Withholding of Salaries. If, in the performance of this Contract, there is any underpayment of salaries by the Contractor or by any subcontractor there under, the local public Agency shall withhold from the Contractor out of payments due to him as amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Local Public Agency for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
7. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Contractor to the local public Agency for the latter's decision which shall be final with respect thereto.
8. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:
 - The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employees, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. 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 local public Agency setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employee placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
9. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.
10. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.
11. Subcontracting. None of the services covered by this Contract shall be subcontracted without the prior written consent of the Local Public Agency. The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.
12. Assign ability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of the Local Public Agency: Provided, however that claims for money due or to become due the Contractor from the Local

Public Agency under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Local Public Agency.

13. Interest of Members of Local Public Agency. No member of the governing body of the Local Public Agency, and no other officer, employee, or agent of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the Project, to which this Contract pertains, shall have any personal interest, direct or indirect, in this contract.
14. Interest of Other Local Public Officials. No member of the governing body of the locality in which the Project Area is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.
15. Interest of Certain Federal Officials. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise here from.
16. Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above-described Project Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
17. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Local Public Agency.

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- J. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- K. The undersigned parties hereby agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- L. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- M. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- N. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- O. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- P. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

HOUSING AUTHORITY OF THE BOROUGH OF RED BANK
SECTION 3 BUSINESS CERTIFICATION FORM

Business Name _____

Address: _____

Phone Numbers: _____ and _____
 Area code Number Area code Number

Email _____

I. Intent and Identification of Section 3 Business Concerns

The RBHA, its contractors and subcontractors shall direct their efforts to award contracts to Section 3 Business Concerns in the following order of priority: Please indicate what Category your business qualifies for under Section 3 by initialing the appropriate category.

Category 1 Section 3 Business Concerns - Business concern that is 51 percent or more owned by residents living in properties owned by the RBHA including Montgomery Terrace and Evergreen Terrace or, whose full-time permanent workforce includes 30 percent of these persons as employees. _____
Initial Here

Category 2 Section 3 Business Concerns - HUD Youth Build programs being carried out in BOROUGH OF RED BANK. _____ **Initial Here**

Category 3 Section 3 Business Concerns – Business concern That is 51 percent or more owned by low-income residents from Borough of Red Bank, or whose permanent, full-time workforce includes no less Than 30 percent low-income residents of Borough of Red Bank, or That subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in Category 1 and 2 businesses above. _____ **Initial Here** (Please either complete the employee matrix on page 3 listing permanent employees identifying those That are claiming Section 3 Status or list of sub-contracted Section 3 Business(es) and subcontract amount)

Category 4 Section 3 Business Concerns – Business concern That is 51 percent or more owned by low-income residents from Atlantic County, or whose permanent, full-time workforce includes no less Than 30 percent low-income residents of Atlantic County, or That subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in Category 1, 2 and 3 businesses above. _____ **Initial Here** (Please either complete the employee matrix on page 3 listing permanent employees identifying those That are claiming Section 3 Status or list of sub-contracted Section 3 Business(es) and subcontract amount)

II. Business Information

Business Form: Corporation Partnership Limited Liability Company
 Sole Proprietorship Joint Venture

Year Business Opened: _____

Brief Description of Product or Services:

Currently Insured: Yes _____ No _____

III. MBE/WBE/SBE CERTIFICATION(S)

MBE WBE SBE

Can you provide supporting documentation for these certification(s) Yes _____ No _____

IV. Certification

I hereby certify That the informtion provided above is accurate. I acknowlege That any false statements made knowingly and willfully may subject me to penalties under Section 1001 and 1010 of Title 18 of the United States Code. (Criminal Code and Criminal Proceedure, 72 Stat. 967)

Note: to be certified you must indicate your category of eligibility in the space provided)

Name and Title (Print)

(Signature)

HOUSING AUTHORITY OF THE BOROUGH OF RED BANK

52 Evergreen Terrace
Red Bank, NJ 07701

Proposal Form
Fee Accounting Services

The respondent by signing this proposal form, acknowledges that he/she has carefully examined the proposal specifications and documents; and further acknowledges he/she understands and is able to render the scope of activity and services outlined in the proposal

Name _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Federal Tax ID Number _____

Phone Number () _____ Extension _____

Fax No. () _____ E-Mail _____

Authorized Agent _____ Title _____

Agent's Signature _____ Date _____

All proposals must be received no later than **Tuesday, October 25, 2022, at 11:00 AM.**

FEE PROPOSAL
Fee Accounting Services
Hourly Billing Rates

The following fee/rates are inclusive of all overhead and expenses, and shall apply to any services required of the Contractor during the term of the contract. Submit a rider for any additional project personnel to be identified, when applicable.

Job Classification	Hourly Billing Rate
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Exceptions:

 Name of President/Authorized Agent

 Signature

 Title

 Date

HOUSING AUTHORITY OF THE BOROUGH OF RED BANK (RBHA)
NOTICE OF INTENT TO SUBCONTRACT FORM

THIS FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH RESPONDENT'S PROPOSAL. FAILURE TO SUBMIT THIS FORM MAY BE CAUSE FOR REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.

RFP TITLE: _____

PROPOSAL OPENING DATE: _____

RESPONDENT'S NAME AND ADDRESS:

INSTRUCTIONS: PLEASE CHECK ONE OF THE STATEMENTS BELOW

_____ If awarded this contract, I will engage subcontractors to provide certain goods and/or services.

ALL RESPONDENTS THAT INTEND TO ENGAGE SUBCONTRACTORS SHALL ALSO SUBMIT A SUBCONTRACTOR UTILIZATION PLAN FORM WITH THEIR PROPOSAL.

_____ If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.

ALL RESPONDENT'S THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS CERTIFY AS FOLLOWS: I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, I will submit the Subcontractor Utilization Plan to the RBHA for approval, in advance of any such engagement.

Authorized Signatory for Respondent

Title

Date

**HOUSING AUTHORITY OF THE BOROUGH OF RED BANK (RBHA)
SUBCONTRACTOR UTILIZATION FORM**

INSTRUCTIONS

Any respondent intending to subcontract any parts of a contract with the Housing Authority of the Borough of Red Bank (RBHA) must complete a **Notice of Intent to Subcontract** and a **Subcontractor Utilization Plan**.

Respondents are instructed to list **all** proposed subcontractors on the Plan. Any respondent intending to subcontract that does not complete a Notice of Intent to Subcontract and a Subcontractor Utilization Plan may be subject to rejection of its proposal as non-responsive.

IF RESPONDENT INTENDS TO UTILIZE SUBCONTRACTORS, FAILURE TO COMPLETE AND SUBMIT THIS FORM WITH PROPOSAL MAY RESULT IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.

RFP TITLE: _____

PROPOSAL OPENING DATE: _____

RESPONDENT NAME & ADDRESS: _____

RESPONDENT CONTACT PERSON & PHONE: _____

Instructions: List all businesses to be used as subcontractors. Attach copies for extended lists.

Subcontractor's Name, Address, Telephone and Vendor ID Number	Type(s) of Goods or Services to be Provided	Estimated Value of Subcontract(s)

I hereby certify that this Subcontractor Utilization Plan is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on this Plan, in writing, if the award is granted to my firm, and shall make all documentation available to the RBHA upon request.

I further certify that all information contained in this Plan is true and correct and I acknowledge that the RBHA will rely on the truth of the information in awarding the contract.

Authorized Signatory for Respondent

Title

Date

Housing Authority of the Borough of Red Bank

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder/Respondent hereby acknowledges receipt of the following Addenda:

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

No addenda were received:

Acknowledged for: _____
(Name of Bidder/Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____