



Lisa Hendricks Richardson
Executive Director

Memone Crystian
Chairperson

52 Evergreen Terrace
P.O. Box 2158
Red Bank, NJ 07701
Phone: 732-741-1808
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September 6, 2023

RE: Request for Proposals (RFP #2023-07)
Banking 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 **Banking Services**. Sealed proposals will be accepted by **11:00 a.m.** prevailing time on **Thursday, October 26, 2023**.

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 #2023-07

Banking Services

Due Date: Thursday, October 26, 2023

11:00 AM

SPECIFICATIONS

Housing Authority of the Borough of Red Bank

**Request for Proposal (RFP #2023-07) for
Banking Services**

<i>AGENCY CONTACT PERSON:</i>	<i>Lisa Hendricks Richardson, Executive Director Telephone: (732) 741-1808, Ext. 104 E-mail: LRichardson@RedBankHousing.org 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	Thursday, October 19, 2023, at 2:00 PM
PROPOSAL SUBMITTAL RETURN ADDRESS & DEADLINE	Thursday, October 26, 2023, 11:00 AM Red Bank Housing Authority Administration Building: 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

REQUEST FOR PROPOSALS

RFP #2023-07 Banking

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 264 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).

REQUESTED SCOPE OF SERVICES

In keeping with its mandate to provide efficient and effective services, the RBHA is soliciting proposals from qualified banks to provide banking services commencing from January 1, 2024 to December 31, 2028. The objective is to maximize interest earned on collected funds while satisfying the Housing Authority’s financial obligations and maintaining various account records. **All pricing will be guaranteed for five (5) years.** Presently, the Housing Authority has the following accounts:

<u>Accounts</u>	<u>Average Balances and Activities as of 7/31/2023</u>
1. Public Housing (Operations) – Checking	\$131,026 (7 Deposits, 60 Checks/Deduction)
2. Public Housing (HUD funds) -Savings (Money Market)	\$1,083,364 (2 Deposits/Interest, 1 Transfer)
3. Public Housing (MOD) – Checking	\$637.80 (No Activities)
4. Housing Choice Voucher (Administrative) Checking	\$74,880 (3 Deposits, 11 Checks/Deductions)
5. Housing Choice Voucher – Savings (Money Market)	\$585,543 (3 Deposits/Interest, 1 Transfer)
6. Housing Choice Voucher – Certificate of Deposit (12 Month Jumbo Business - 2 nd quarter 2023)	\$212,4446.62 (2 Interest Credit)
7. Housing Choice Voucher (Landlord Direct Deposits (as of June 30, 2023)	\$10,006.02 (0 Deposits/2 Checks)
8. Tenant Escrow/Security Deposits (90 Sub-Accounts)	

If applicable, the bank will facilitate transfer of the account(s) from current depositories and provide its requirements and procedures for doing so.

The bank will be asked to facilitate electronic funds transfer or direct deposit for our Housing Choice Voucher Account which involve up to 264 monthly rent checks to landlords.

All accounts must comply with HUD's Depository Agreement (form HUD-52736-A attached hereto) with funds being secured by the Federal Deposit Insurance Corporation (FDIC). All depositories shall continuously and fully (100%) secure all deposits regardless of type that are more than FDIC limits. The bank shall also supply a current GUDPA certificate to confirm that it is an approved depository for government funds.

The Housing Authority requires online account access for all accounts in order to maintain and monitor deposits, transfers and payments. The Housing Authority will authorize specific officers and staff to perform these tasks and will adhere to bank requirements for access and security. The Housing Authority also requests that the bank assign an Account Manager who will be the contact point for addressing any issues with the accounts.

Banks are required to offer ACH direct deposit for purposes of vendor payment by the Housing Authority.

The Housing Authority would like to be able to scan checks and money orders into our system and directly deposit them into our Public Housing checking account. If this service is unavailable from your bank, kindly provide online alternatives to such a system.

The tenant escrow security account consists of 90 sub-accounts which are interest bearing accounts for tenant rent and/or pet security deposits. The bank must issue statements and pay interest to the tenant for whom the security is being held. Banks are requested to outline the procedure for accurately transferring funds and account information to their institution if selected.

The bank's proposal should also include its ability to offer a Procurement Card (P-Card). Refer to NJ Division of Community Affairs, Division of Local Government Services' Local Finance Notice 2018-13.

The bank's proposal should also include its fraud detection and mitigation capability and services.

Under this proposal, one (1) bank could be designated to administer the Public Housing Accounts or the Housing Choice Voucher Accounts or the Tenant/Escrow Security Deposit Account. However, for the purposes of this proposal assume that all accounts are held by one (1) bank.

Checks will be written from these accounts as needed with interest paid on the total cleared balance of all accounts.

PROPOSAL SUBMISSION - Proposals are to include the following:

1. Three (3) copies of proposal addressed to Lisa Hendricks Richardson, Executive Director, Red Bank Housing Authority, Administration Building, 52 Evergreen Terrace, Red Bank, NJ 07701 **no later than Thursday, October 26, 2023 at 11:00 AM.** Proposals received after this date and time for any reason shall not be considered and returned unopened to the sender.
2. An outline explaining the banks customary practices for direct deposit payments to landlords, on-site deposits via scanner or other viable alternatives, ease of transfer to new bank, methodology and party responsibilities during transfer.
3. Professional Licenses, relevant to scope of services.
4. If the bank intends to subcontract any portion of this commission, a statement regarding to whom, with attendant corporate identification and certifications. Subcontractors will be evaluated as part of the proposer's team.

5. A certified statement that neither the bank nor any of its officers are debarred, suspended, or otherwise prohibited from participating in any federal, State, or local oversight, regulatory or law enforcement authority.
6. The bank's latest annual report demonstrating the bank is financially sound and has financial resources sufficient to successfully execute this prospective Housing Authority agreement.
7. Evidence of all appropriate and applicable insurance coverage carried by the bank, including policy coverage periods.
8. List of branch locations, including hours and days of operation, to be utilized during this commission.
9. Statement evidencing the bank's understanding of the requirements contained in form HUD-52736-A, Depository Agreement (attached hereto as Attachment A).
10. Current GUDPA certificate.
11. A completed volume/cost summary sheet (attached herein).
12. A completed banking services questionnaire (attached herein).
14. A valid business registration certificate. **FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE BEFORE THE CONTRACT IS EXECUTED WILL BE CAUSE FOR REJECTION OF THE BIDDER. The bidder may go to www.nj.gov/njbgs to register with the Division of Revenue or to obtain a copy of an existing Business Registration Certificate.**
15. A signed and notarized Stockholder Disclosure Certificate (attached hereto).
16. A signed Certifications and Representations of Offerors for Non-Construction Contract (attached hereto).
17. A signed Affirmative Action Compliance Notice (attached hereto).

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.
- 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 which 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.
- 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.
- 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, 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.

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@RedBankHousing.org

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.	Technical Criteria A. Proposal demonstrates a clear understanding of the scope of work and related objectives. B. Proposal is complete and responsive to the specific RFP requirements and scope of services.	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>	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, including required bank forms and disclosures, with the RBHA.

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.

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**

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 **Thursday, October 26, 2023, 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 Building: 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 of 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.

QUESTIONS

Questions should be submitted in writing to the Executive Director no later than **Thursday, October 19, 2023, 2023, 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 member 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 _____

Volume/Cost Summary Sheet

The attached bank statements summarize an estimate of the *monthly activity* of all Authority accounts for the month of July 2023 and are provided for your convenience (Attachment B). Please complete this schedule using your per item cost and total compensating balances.

Item	Volume	Fee	Cost	Compensating Balance
Account Maintenance				
Deposit Ticket				
Deposited Item				
Checks Cleared				
Overdraft Item				
Returned Deposited Item				
Stop Payment				
Outgoing Wire				
Incoming Wire				
Intrabank Transfers				
On-Line Banking Maintenance/Account				
Miscellaneous On-Line Charges				
Cash Processing				
ACH Debits/Credits				
Direct Deposit Maintenance				
# Files Sent				
# Credits				
Payroll Checks Cashed				
Check Sort				
Full Reconciliation Maintenance				
Misc. Rec. Charges				
Checks Paid and Reconciled				
Partial Reconciliation Maintenance				
Miscellaneous Fees				
Other (payroll processing, armored car)				
TOTAL:				
Reserve Requirement				
FDIC				
Float				
GRAND TOTAL BANK FEES:				
<i>Average Ledger Balances</i>				
Average Collected Balances				
Less Bank Fees				
INVESTABLE BALANCE:				
Rate (month, year)				
TOTAL MONTHLY INTEREST:				
(month, year)				

Banking Services Questionnaire

Bank Name: _____

Nearest Branch Location: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

1. How is rate indexed: _____

How often is rate changed: _____

Is the rate applied to the preceding or following period of time? _____
(Please provide one-year's history of proposed rate)

2. Monthly bank statement:
Closing date: _____

Mail date: _____

Interest posting date: _____

3. Checks sorted for reconciliation? Yes _____ No _____
Images available on-line? Yes _____ No _____

4. Wire transfers available by computer? Yes _____ No _____
Fed. Reference # on-line? Yes _____ No _____

5. Do you offer online banking? Yes _____ No _____

6. Do you offer online banking transfers? Yes _____ No _____

7. Limit to the number of transfers per month? Yes _____ No _____
If yes, how many? _____

8. Deposits made by PC (scanners at site)? Yes _____ No _____

9. Daily account balance available online? Yes _____ No _____
By fax? Yes _____ No _____
By computer? Yes _____ No _____

10. Participant in GUDPA? **(REQUIRED)** Yes _____ No _____
(Please provide current letter)

11. Permit redeposit of NSF checks? Yes _____ No _____
Fee charged? Yes _____ No _____

12. Stop payment by computer? Yes _____ No _____
Fees? Yes _____ No _____

13. View Checks online? Yes _____ No _____
Fees? Yes _____ No _____

14. Provide Annual Report/Financial Condition? Yes _____ No _____
Stock Ratings _____
ROA _____
Risk Based Capital Tier 1, _____
Total _____
Non-Performing Assets/Total Year-End Assets: _____

15. Hour that deposits must be made by for same day credit is: _____
Wires: _____

16. Account information retention/retrieval process is: _____

17. Direct deposit of payroll available? Yes _____ No _____

18. Explain procedure for direct deposit of payroll checks:

19. Explain funds availability policies.

20. Direct deposit of landlord's monthly rent checks available? If so, explain procedure:

Completed by:

Print Name _____ Title _____

Telephone Number and Email Address _____

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.

***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:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability
Partnership

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 _____ **2023** and for work in connection with **Financial Analysis Services- Real Estate Development and Operational Budget** 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 they 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** _____

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 returned with Proposal Form.

AFFIRMATIVE ACTION QUESTIONNAIRE

RFP #2023-07

Date: Thursday, October 26, 2023

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 _____

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>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: 95%;" type="text"/></td> <td style="width: 50%; padding: 5px;">Relationship to Bidder/Offeror <input style="width: 95%;" type="text"/></td> </tr> <tr> <td colspan="2" style="padding: 5px;">Description of Activities <input style="width: 98%;" type="text"/></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><input style="width: 98%;" type="text"/></td> </tr> <tr> <td style="padding: 5px;">Duration of Engagement <input style="width: 45%;" type="text"/></td> <td style="padding: 5px;">Anticipated Cessation Date <input style="width: 45%;" type="text"/></td> </tr> <tr> <td style="padding: 5px;">Bidder/Offeror Contact Name <input style="width: 45%;" type="text"/></td> <td style="padding: 5px;">Contact Phone Number <input style="width: 45%;" type="text"/></td> </tr> </table>		Name <input style="width: 95%;" type="text"/>	Relationship to Bidder/Offeror <input style="width: 95%;" type="text"/>	Description of Activities <input style="width: 98%;" type="text"/>		<input style="width: 98%;" type="text"/>		Duration of Engagement <input style="width: 45%;" type="text"/>	Anticipated Cessation Date <input style="width: 45%;" type="text"/>	Bidder/Offeror Contact Name <input style="width: 45%;" type="text"/>	Contact Phone Number <input style="width: 45%;" type="text"/>
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Bidder/Offeror Contact Name <input style="width: 45%;" type="text"/>	Contact Phone Number <input style="width: 45%;" type="text"/>										
<input style="width: 30%; background-color: #cccccc;" 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: 95%;" type="text"/>	Signature: <input style="width: 95%;" type="text"/>										
Do Not Enter PIN as a Signature											
Title: <input style="width: 45%;" type="text"/>	Date: <input style="width: 45%;" 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
Banking

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 Contact, 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 Contact, 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.

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
Banking

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 **Thursday, October 26, 2023, at 11:00 AM.**

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: _____

Attachment A

HUD's Depository Agreement (form HUD-52736-A attached hereto)

Attachment B
Bank Statements