



REQUEST FOR PROPOSAL

***EXECUTIVE AND LEADERSHIP
TRAINING SERVICES***

FOR PROPOSAL INFORMATION

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Purchasing Agent

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April 2021

HOUSING AUTHORITY OF BERGEN COUNTY

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HOUSING AUTHORITY OF BERGEN COUNTY

To be inserted in The Record on April 22, 2021

REQUEST FOR PROPOSALS Competitive Contract

The Housing Authority of Bergen County, in compliance with N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 10:5-31 & N.J.A.C. 17-27 et seq. is seeking Sealed Proposals for:

EXECUTIVE AND LEADERSHIP TRAINING SERVICES

Request for Proposals may be obtained on our website at www.habcnj.org.

The services to be provided will be based on price and other factors and may be utilized in evaluating and accepting Proposals.

The proposal opening will be held at 10:00 a.m. (prevailing time) on Friday, May 14, 2021 at which time they will be opened and publicly read via zoom as listed below. LATE PROPOSALS WILL NOT BE ACCEPTED. PHOTOCOPIES OR FACSIMILIES OF THE PROPOSAL DOCUMENTS WILL NOT BE ACCEPTED IN LIEU OF THE ORIGINALS.

During the COVID-19 pandemic all proposal packets will only be available electronically on "Vendor Registry". Vendors can register on the following link:

<https://vrapp.vendorregistry.com/Vendor/Register/Index/bergen-county-housing-authority-nj-vendor-registration>

Once registered, a vendor will be able to download any open and available proposal on the following link:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=ae35e3d1-5079-4fe0-9688-0d6422c5d4bf>

All documents must be completed as required and vendor must submit their proposals electronically no later than the date and time outlined in the RFP documents.

Additionally, pursuant to N.J.S.A. 40A: 11-23 a hard copy of each proposal must also be mailed:

- 1) on original forms, as made available electronically, in a sealed envelope no later than the date and time outlined in the RFP documents.
- 2) addressed and mailed to the HABC Purchasing Department as noted below
- 3) bearing the name and address of the proposer on the outside
- 4) clearly marked "PROPOSAL" with the name of the item(s) being proposed

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HABC PURCHASING DEPT. c/o GFA, LLC
576 Valley Road
Suite 242
Wayne, NJ 07470

It should be noted that electronic proposal submissions will be kept locked and will only be made accessible to the Authority on the prescribed proposal opening date and time herein noted. Additionally, all hard copies mailed to the above address shall be kept sealed, and will be received and publicly opened on the opening date and time in the conference room of GFA, LLC using virtual teleconferencing which can be accessed by logging in to zoom in the following manner:

Join Zoom Meeting:
Time: Friday, May 14, 2021 at 10:00 AM Eastern Time (US and Canada)

<https://us04web.zoom.us/j/9927769002?pwd=bjJYUjhBamQySFdyQURYVVRiZjBDdz09>

Meeting ID: 992 776 9002
Password: HABC0828

The last day for submission of questions and clarifications is 10:00 AM on Monday, May 3, 2021.

The Housing Authority of Bergen County reserves the right to reject any or all proposals, or to waive any informalities contained therein. No proposal shall be withdrawn for a period of sixty (60) days subsequent to the proposal due date without the consent of the Housing Authority of Bergen County.

By: Vincent Bufis, Q.P.A.
Director of Operations

Lynn Bartlett
Executive Director
Housing Authority of Bergen County

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INTRODUCTION

The Housing Authority of Bergen County will accept proposals and seeks to engage qualified vendors to perform Executive and Leadership Training Services. The Housing Authority of Bergen County (HABC) is a large public housing authority with extensive interaction with external partners and clients, as well as internally supporting 90+ employees. There is a need to support and develop the HABC's current, new, and budding managers through executive and leadership coaching. The accessibility of developmental coaching services for executive staff will provide them with the opportunity to refine existing skills or acquire new skills required to develop and lead a successful, effective organization.

Scope of Services

The firm selected must provide Executive and Leadership Training Services on an as-needed basis. It is anticipated that the consultant will provide a variety of coaching and leadership services, support the senior leadership team in all aspects of professional development and deliver additional support during leadership transitions.

Qualifications and Statement of Services

The selected vendor is expected to provide:

- a) One-to-one career development success coaching for executive team members and senior-level management staff.
 - Individualized coaching in areas such as setting and achieving professional development objectives, clarifying goals, gaining self-awareness, and leadership and communication skill building. Coaching needs would be identified through a collaborative process.
- b) Organizational Leadership Training
 - Training would be held in a group setting and be topic based. Topics may be recommended by the HABC or by the consultant subject to approval of the HABC.
- c) Leadership Succession and Transition Coaching
 - Coaching would include individual or group members of the senior team with an emphasis on succession planning and managing leadership transitions.
- d) Strategic Planning
 - Details and specifics to be determined dependent on organizational needs.

The consultant should provide an overview of its experience in each of the topic areas above and any other areas that the consultant believes would be of benefit to the HABC. Other discussion points may include:

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- Credentials such as certifications (e.g. ACC, PCC, or MCC)
 - Examples of relevant past work, including trainings
 - Methodology
 - Any specialty services and any work done specifically with other affordable housing or public housing organizations
 - Whether consultant is willing to offer a complimentary coaching or discovery session
 - Any other information that may be pertinent to providing these services to the HABC
- e) The HABC will require to Vendor to respond to and communicate with administrative staff in a timely manner, daily. The HABC will provide an email address and other contact information.
- f) The HABC will require that a schedule be provided regarding office times, vacation times, etc. Coverage during time off (vacation, sick, personal, etc.) other than HABC office closures is required.
- g) Firm will provide a monthly report for all categories of coaching completed in an electronic format.
- h) Quarterly meetings regarding evaluation of process, protocols and recommendations are held between HABC and vendor.
- i) Firm shall provide proof that all professionals assigned to HABC properties have no criminal history with regards to Megan's law.
- j) All work must be performed by the firm awarded the contract. No sub-contracting will be permitted.

Contract Term:

A Contract will be awarded for a period of two (2) years, with the option at the sole discretion of the Authority to renew the contract for up to one (1) additional year upon expiration of the original Contract Term of (2) two years.

The Authority shall have the option to address or negotiate adjustment in cost after expiration of the original two (2) year term before renewing the contract.

1. Contents of Proposals and Proposal Submission

All persons/ firms interested in submitting a proposal for Executive and Leadership Coaching Services herein requested should submit a proposal based upon the specifications. The following items shall be included in the proposal:

- i. Proposal Submission Sheet
- ii. Listing of similar or related work that the firm has previously completed and length of experience

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- iii. Ability of Firm to provide required services in a timely fashion and related resources
 - a) describe your firm and its capabilities. In particular, support your capacity to perform the Scope of Work.
 - b) indicate which principals and associates from your firm would be involved in providing services to HABC. Provide appropriate background information for each such person and identify his or her responsibilities.
 - c) identify any conflict of interest that may arise as a result of business activities or ventures by your firm and associates of your firm, employees, or subcontractors as a result of any individual's status as a member of the board of directors of any organization likely to interact with HABC.
 - d) identify any material litigation, administrative proceedings or investigations in which your firm is currently involved. Identify any material litigation, administrative proceedings or investigations, to which your firm or any of its principals, partners, associates, subcontractors or support staff was a party, that has been settled within the past two (2) years.
 - e) describe how your firm will handle actual and or potential conflicts of interest.
- iv. Listing of a minimum of three (3) client references
- v. New Jersey Business Registration Certificate
- vi. Evidence of Professional Liability & Workers Compensation Insurance with a minimum limit of \$1,000,000
- vii. List of any known potential conflicts of interest
- viii. Include resume(s), certifications and/or licenses
- ix. Include current copy of Certificate of Employee Information Report issued by the State of New Jersey pursuant to N.J.A.C. 17:27-1.1 et seq.
- x. Include acknowledgement of Affirmative Action requirements of (P.L. 1975, C.127 N.J.A.C. 17:27)
- xi. Include Qualification Statement (form attached)
- xii. Include Tax ID form W-9
- xiii. Corporate/Partnership Disclosure Statement (form attached)
- xiv. Affidavit of Equal Opportunity (form attached)
- xv. Non-Collusion Affidavit (form attached)
- xvi. Bidder Affidavit (form attached)
- xvii. Statement of Compliance (form attached)
- xviii. Copies of ACC, PCC, and/or MCC level coaching if available

INSTRUCTIONS TO PROPOSERS AND TERMS OF CONTRACT

Proposals should be delivered to:

Housing Authority of Bergen County
Purchasing Department
c/o GFA, LLC
576 Valley Road
Suite 242
Wayne, NJ 07470

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by 10:00 a.m. on or before Friday, May 14, 2021. The Housing Authority of Bergen County will evaluate all proposals according to its "Competitive Proposal Evaluation System". All proposals should be submitted on the required Proposal Submission Form. The Proposal Submission Form should be placed on the front of your proposal.

Questions regarding this Request for Proposal should be directed in writing to Erick Martinez, Purchasing Agent at: email - martinez@habcnj.org.

The Authority reserves the right to reject the proposal and to waive informalities, if, at its discretion, the Authority's interests will best be served. The Authority reserves the right to cancel this RFP in writing.

Nothing in the contract award shall create an employee/employer relationship between the Authority and the Firm. It is understood that the firm will be an independent contractor and not an Authority employee.

Vendor shall not assign any interest in the contract and shall not transfer any interest in the same, whether by assignment or invitation, without the prior written approval of the Authority.

Vendor shall 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 vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Compliance Officer setting forth provisions of this nondiscrimination clause.

Payments shall only be made in accordance with the agreed upon contract. No reimbursements will be made for any expenses incurred by the firm except for expenses specifically described in the contract. No payment or partial payment will be made for any incomplete, inaccurate or defective work until same has been satisfactorily remedied at no additional cost to the Authority. All work performed and all related documentation records, etc., shall become the property of the Authority.

Addenda to RFP: Any changes, additions or clarifications to the RFP will be made by written addendum.

- a) such addenda will be sent to interested applicant and shall become part of the proposal package, having the same binding effect as provisions of the original proposal
- b) all addenda, amendments and interpretations of this solicitation shall be in writing. The Authority shall not be legally bound by any amendment or interpretation that is not in

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writing. Only written information supplied by the Authority shall be used in preparing proposal responses.

- c) the Authority does not assume responsibility for receipt of any addendum sent to proposer
- d) acknowledgment of all addenda issued must be submitted by proposer with their proposal

The Firm shall provide a certified statement that the firm and all of its proposed employees are not debarred, suspended or otherwise prohibited from professional practice by any State or local agency, or by HUD, or any other agency of the United States Government.

This document shall be an integral part of any contract executed by the Housing Authority of Bergen County and the Firm and may not be modified except as agreed to, in writing, by both parties.

The Authority does not commit itself to undertake the work set forth. HABC reserves the right to reject any and all proposals, and to rebid the original or amended scope of services. The Authority reserves the right to make these decisions after receipt of responses. The Authority's decision on these matters is final.

CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the Housing Authority of Bergen County shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Firm under this Contract shall, at the option of the Housing Authority of Bergen County, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

2. Termination for Convenience of the Housing Authority of Bergen County. The Housing Authority of Bergen County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the Housing Authority of Bergen County as provided herein, the Firm will be paid an amount which bears the same ratio to the total compensations as the services actually performed bear to the total services of the Firm covered by this Contract, less payments of compensations 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 Firm shall be reimbursed (in

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addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Firm 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 Firm, Paragraph 1 hereof relative to termination shall apply.

3. Changes. The Housing Authority of Bergen County may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the Housing Authority of Bergen County and the Firm, shall be incorporated in written amendments to this Contract.

4. Personnel.

a. The Firm 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 Housing Authority of Bergen County.

b. All of the services required hereunder will be performed by the Firm 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 and be certified in executive and leadership coaching. The Authority reserves the right to exclude certain personnel of the Firm from conducting executive and leadership coaching services, should there be a significant reason to do so (i.e. complaints).

c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Housing Authority of Bergen County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the Housing Authority of Bergen County thereto. Provided, however, that the claims for money by the Firm from the Housing Authority of Bergen County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Housing Authority of Bergen County.

6. Reports and Information. The Firm, at such times and in such forms as the Housing Authority of Bergen County may require, shall furnish the Housing Authority of Bergen County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits. The Firm shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Housing Authority of Bergen County to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Housing Authority of Bergen County or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Housing Authority of Bergen County.

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8. Findings Confidential. All of the reports, information, data, etc. prepared or assembled by the Firm under this Contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the Housing Authority of Bergen County.

9. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Firm shall save the Housing Authority of Bergen County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

10. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:

a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, 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 Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Housing Authority of Bergen County setting forth the provisions of this non-discrimination clause.

b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that 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.

11. Interest of Members of a Housing Authority of Bergen County. No member of the governing body of the Housing Authority of Bergen County and no other officer, employee, or agent of the Housing Authority of Bergen County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Firm shall take appropriate steps to assure compliance.

12. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Firm shall take appropriate steps to assure compliance.

13. Interest of Firm and Employees. The Firm covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study 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 Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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2. Evaluation Criteria

COMPETITIVE PROPOSAL EVALUATION SYSTEM

EXECUTIVE AND LEADERSHIP COACHING SERVICES

The Housing Authority of Bergen County shall evaluate all responses to this request for proposal and eliminate those that are obviously unqualified or do not meet all the criteria to provide the required services. Selection will be based upon the following point system:

CRITERIA

- 1) Experience of Proposer: Maximum 20 points
Experience of Proposer and firm with respect to this request for proposal and professional capacity to undertake the specific Scope of Work. This includes but does no limit to copies of ACC, PCC, and/or MCC.
- 2) Capacity: Maximum 25 points
Demonstrated ability of the Proposer to provide the resources (staffing, equipment, remote learning tools and other) necessary for the timely and efficient implementation of HABC's goals and objectives as described in this solicitation.
- 3) Proposed Fee: Maximum 25 points
Proposed rates and level of service are reasonable and appropriate in relation to the services requested.
- 4) Methodology: Maximum 15 points
The Proposers methodology is reasonable and logical and will ensure that HABC requirements will be met and indicates that the Proposer has a clear understanding of the Scope of Work required.
- 5) Availability: Maximum 15 points
Availability of Proposer and firm personnel to perform the services in a timely and efficient manner.

SCORING KEY: POINTS AWARDED

0	No response
50	Marginal
70	Acceptable
80	Occasionally exceeds acceptability
90	Consistently exceeds acceptability
100	Outstanding in all respects

The Housing Authority of Bergen County reserves the right to reject any or all proposals or to waive any informalities contained therein.

The HABC reserve the right to conduct investigations or interviews with any or all of the Proposers,

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as The HABC deems necessary or convenient, to clarify the information provided as part of the Qualification Statement and to request additional information to support the information included in any Qualification Statement.

*By submitting a response to this RFP, the firm agrees to attend an interview after the qualifications are received, if requested. This interview will not allow the proposer to change their proposed fee or scope of services. The interview is instead an opportunity for the HABC to better understand the firm's proposal. All information submitted in the firm's proposal is binding and not subject to change. *

3. Other

All Costs incurred in the preparation of proposals shall be wholly borne by each Respondent. All supporting documentation and manuals submitted with each proposal would become the property of the Authority.

The Authority reserves the right to reject any or all proposals.

The proposer shall submit one (1) original proposal and three (3) copies.

The proposal must be signed by a corporate officer able to obligate the respondent in matter at hand.

No faxed copies will be accepted.



QUALIFICATION STATEMENT

Each Respondent shall submit a Statement of Qualification with their proposal, which shall include the following:

- a. Firm's name, address, telephone number and email address
- b. Parent firm name (if applicable)
- c. Year of establishment
- d. Type of Ownership (corporation, partnership, etc)
- e. Names and titles of principals
- f. Total personnel and discipline
- g. Organizational chart and chain of command of firm
- h. Reference resumes of key and senior personnel with professional licenses, degrees and professional references, as stated under section 2
- i. A narrative description of qualifications and capabilities in the area of Executive and Leadership Coaching Services
- j. List of previous Public Housing contracts comparable to the size herein specified
- k. Strategic/Tactical plan for completing the contract
- l. Provide information that describes the office place and facilities that will be utilized for the project.

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INSURANCE

The contract shall be effective only upon approval by the Authority of acceptable evidence of the insurance required below, issued by insurers admitted within the State of New Jersey. Such insurance shall be in force on the date of execution of this contract and shall remain continuously in force for the duration of the contract. Firm shall provide evidence of worker's compensation insurance covering its employees, and evidence of general liability insurance naming the Housing Authority of Bergen County as additional insured as follows:

- a. Worker's Compensation insurance that meets the statutory obligations
- b. Commercial General Liability insurance with limits of at least \$1,000,000 general aggregate, \$1,000,000 products- completed operations, \$1,000,000 personal injury, \$1,000,000 each occurrence, \$50,000 fire damage and \$5,000 medical expense any one person. The policy shall be on an occurrence basis, shall include contractual liability coverage and the Housing Authority of Bergen County shall be named as an additional insured.



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PROPOSAL SUBMISSION FORM (1 of 2)

(Note that the fees provided below shall be for the cost for each service)

YEAR ONE

\$ _____

\$ _____

\$ _____

\$ _____

YEAR TWO

\$ _____

\$ _____

\$ _____

\$ _____

YEAR THREE (OPTIONAL)

\$ _____

\$ _____

\$ _____

\$ _____



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PROPOSAL SUBMISSION FORM (2 of 2)

DATE

COMPANY

PRINCIPAL

SIGNATURE

TELEPHONE

EMAIL

FEDERAL TAX ID #



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AFFIDAVIT OF NON-DEFAULT

The undersigned, being duly sworn pursuant to law, deposes and says that, as the party making this Proposal; I certify as follows:

1. That all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith.
2. That for the past ten years from the date of this certification, and except as shown by me on the attachment, I have not experienced defaults or noncompliance under any contract for the U.S. Department of Housing and Urban Development, or any other governmental agency with which I have contracts.
3. To the best of my knowledge there are no unresolved findings raised as a result of HUD audits, management reviews or any other Governmental investigations concerning me or work under any of my contracts.
4. There has not been a suspension or termination of payments under any HUD contract in which I have had a beneficial interest attributable to my fault or negligence.
5. I have not been convicted of a felony and am not presently, to my knowledge, the subject of a complaint or indictment charging a felony.
6. I have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of any State Government or the Housing Authority of Bergen County from doing business with such Department or Agency.
7. I have not defaulted on an obligation covered by a bond and have not been the subject of a claim under any fidelity bond.
8. All the names of the parties, known to me to be principals in this contract, in which I propose to participate, are included on resumes submitted with this Proposal.
9. To my knowledge I have not been found by HUD or the State of New Jersey to be in noncompliance with any applicable civil rights laws.
10. I am not a Member of Congress, Resident Commissioner, Trustee nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
11. I am not an officer or employee or commissioner of the Housing Authority of Bergen County who is prohibited or limited by law from contracting with the Authority.
12. For a period of five years prior to the date of this certification, and except as shown by me on the attachment, I have not been suspended or otherwise disqualified by the U.S. Department of Housing and Urban Development or any other governmental agency with which I have contracted from doing business with any governmental agency.
13. Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the fact and circumstances which I think helps to qualify me as a responsible principal for participation in this project.

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Firm Name: _____

Name: _____

Title: _____

Signature: _____

MUST BE NOTARIZED

State of _____)
) ss
County of _____)

Subscribed and sworn to before me, this _____ day of _____, 202_____

Notary Public Signature
(Affix Notary Public Seal)

My Commission Expires: _____, 202_____



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PROPOSER'S AFFIDAVIT

Name of Proposer: _____ being duly sworn, deposes and says that he resides at:

(Address)

that he is the _____ who signed the above Proposal, that he was

(Title)

duly authorized to sign and that the Proposal is the true offer of the Firm, that the seal attached is the seal of the Firm and that all the declarations and statements contained in the Proposal are true to the best of his/her knowledge and belief.

(Signature of Firm & Seal)

MUST BE NOTARIZED

State of _____)

) ss

County of _____)

Subscribed and sworn to before me, this _____ day of _____, 202_____

Notary Public Signature

My Commission Expires: _____, 202_____

(Affix Notary Public Seal)

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NON-COLLUSION AFFIDAVIT

I, _____, of the City/Town of _____
(name of affiant) (name of municipality)

in the County of _____, and the State of _____,

of full age, being duly sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
(title or position) (name of firm)

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

I fully warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

 Company Name

 *Signature

 Title

 Date

***FAILURE TO SIGN THIS AFFIDAVIT BY THE PRESIDENT, VICE PRESIDENT OR DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS PROPOSAL/ BID.**

MUST BE NOTARIZED

State of _____)	
_____) ss	
County of _____)	
Subscribed and sworn to before me, this _____ day of _____, 202_____	
_____ Notary Public Signature	My Commission Expires: _____, 202_____
(Affix Notary Public Seal)	

HOUSING AUTHORITY OF BERGEN COUNTY

--

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-C
Name of Form:	STATEMENT OF OWNERSHIP DISCLOSURE
Statutory Reference:	N.J.S.A. 52:25-24.2 (P.L. 1977, c.33)
Instructions Reference:	Statutory and Other Requirements VII-C
Description:	Meets statutory criteria for disclosure of bidder's ownership.

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

HOUSING AUTHORITY OF BERGEN COUNTY

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
- OR**
- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

HOUSING AUTHORITY OF BERGEN COUNTY

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV 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/proposer; that the **<name of contracting unit>** 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 **<type of contracting unit>** to notify the **<type of contracting unit>** 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, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

HOUSING AUTHORITY OF BERGEN COUNTY

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

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION NO: 97C-027-362/500
ADDRESS: 847 ROEBLING AVE
TRENTON, NJ 08611
EFFECTIVE DATE: 01/01/01
FORM: B4C(08-01)

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 010230
ISSUANCE DATE: 07/14/04

John S. Eaddy
Acting Director

This Certificate is NOT negotiable 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: 1092907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

SAMPLE CERTIFICATE

HOUSING AUTHORITY OF BERGEN COUNTY

Form <b style="font-size: 1.5em;">W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
---	---	--

Print or type. See Specific Instructions on page 5.	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 100%; border-bottom: 1px solid black;"> 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. </td> </tr> <tr> <td style="width: 100%; border-bottom: 1px solid black;"> 2 Business name/disregarded entity name, if different from above </td> </tr> <tr> <td style="width: 65%; border-bottom: 1px solid black;"> 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ </td> <td style="width: 35%; border-bottom: 1px solid black;"> 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> </td> </tr> <tr> <td style="width: 65%; border-bottom: 1px solid black;"> 5 Address (number, street, and apt. or suite no.) See instructions. </td> <td style="width: 35%; border-bottom: 1px solid black;"> Requester's name and address (optional) </td> </tr> <tr> <td style="width: 65%; border-bottom: 1px solid black;"> 6 City, state, and ZIP code </td> <td style="width: 35%;"></td> </tr> <tr> <td style="width: 65%; border-bottom: 1px solid black;"> 7 List account number(s) here (optional) </td> <td style="width: 35%;"></td> </tr> </table>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	2 Business name/disregarded entity name, if different from above	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)	6 City, state, and ZIP code		7 List account number(s) here (optional)	
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.											
2 Business name/disregarded entity name, if different from above											
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>										
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)										
6 City, state, and ZIP code											
7 List account number(s) here (optional)											

Part I	Taxpayer Identification Number (TIN)						
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.		Social security number <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; text-align: center;"> </td> <td style="width: 25%; border: 1px solid black; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; text-align: center;"> </td> <td style="width: 25%; border: 1px solid black; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; text-align: center;"> </td> </tr> </table>		-		-	
	-		-				
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		or Employer identification number <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; text-align: center;"> </td> <td style="width: 25%; border: 1px solid black; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; text-align: center;"> </td> <td style="width: 25%; border: 1px solid black; text-align: center;"> </td> </tr> </table>		-			
	-						

Part II	Certification
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

W-9 FORM

Acknowledgment of Receipt of Addenda

Please note that this Form must be returned with your proposal regardless if you received an addenda or not. Failure to return this Form with your proposal is a non-curable fatal flaw which shall cause your proposal to be rejected

The undersigned respondent hereby acknowledges receipt of the following Addenda, (if any)

ADDENDA NUMBER	DATE OF ADDENDA	DATE ADDENDA RECEIVED BY CONTRACTOR

No addenda issued

Signed: _____ Title: _____

Printed Name: _____ Date: _____

Company: _____

HOUSING AUTHORITY OF BERGEN COUNTY

PROPOSAL SUBMITTAL REQUIREMENT CHECKLIST (PLEASE CHECK OFF EACH ITEM)

#	SUBMITTAL REQUIREMENTS	INITIAL	
		YES	NO
1	Proposal Submittal Requirement Checklist		
2	Proposal Submission Form		
3	Non-Collusion Affidavit & All Other Affidavits		
4	Statement of Ownership Disclosure (MUST return with bid/proposal packet)		
5	Affirmative Action Compliance Notice		
6	Acknowledgment of Receipt of Addenda (MUST return with bid/proposal packet)		
7	New Jersey Business Registration Certificate		
8	Affidavit of Non-Default and Proposer's Affidavit		
9	Mandatory Equal Employment Opportunity Notice		
10	Statement of Compliance		
11	Insurance Requirements & Acknowledgment Form		
12	References		
13	Affidavit of Equal Opportunity Compliance		
14	Proposers Affidavit		
15	Affirmative Action Compliance Notice		
16	Disclosure of Investment Activities in Iran		

HOUSING AUTHORITY OF BERGEN COUNTY

INSURANCE REQUIREMENT AND ACKNOWLEDGMENT FORM

And

HOLD HARMLESS / INDEMNIFICATION AGREEMENT

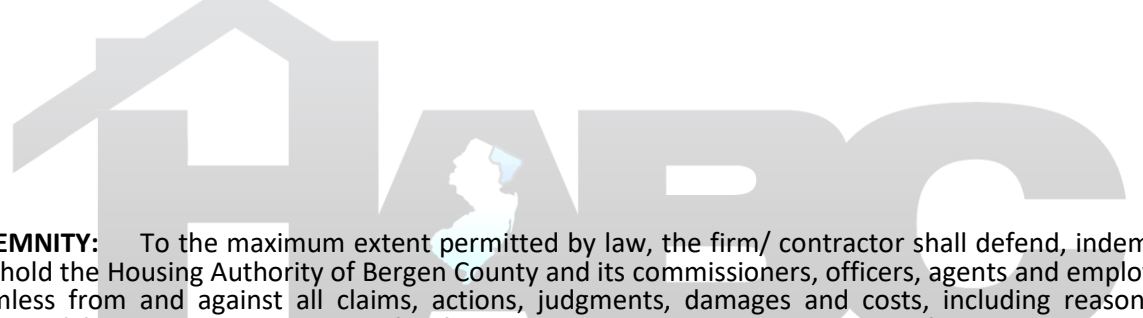
Respondents Certificate of Professional Liability coverage shall be filed with the Authority's Office upon award of contract by the Authority.

Acknowledgment of Insurance Requirement:

(Signature)

(Date)

(Printed Name and Title)



INDEMNITY: To the maximum extent permitted by law, the firm/ contractor shall defend, indemnify and hold the Housing Authority of Bergen County and its commissioners, officers, agents and employees harmless from and against all claims, actions, judgments, damages and costs, including reasonable attorneys' fees and all other costs of defense to which the Housing Authority of Bergen County or its commissioners, officers, agents or employees may be subjected, or which they may suffer, that are caused by, or arise out of, any act, error or omission of the firm/ contractor, their subcontractors, affiliates, or anyone retained by or employed by the firm/ contractor in connection with the project/ service or from their failure to comply with any of the provisions of their contracts or of the law. This indemnity shall not apply to the extent of the Housing Authority's or its commissioners, officers, agents or employees negligence. The firm/ contractor agrees, that it will not implead the Housing Authority or its commissioners, officers, agents or employees into any such claim or action.

HOUSING AUTHORITY OF BERGEN COUNTY

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 professional service entity's requirement 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.

The successful professional service entity shall submit to the Housing Authority of Bergen County after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

1. A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one (1) year from the date of the letter);

OR

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

OR

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

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) form from the Authority during normal business hours.

The successful professional service entity certifies that he/she is aware of the commitment 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. and agrees to furnish the required forms of evidence.

The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails 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.

COMPANY: _____

SIGNATURE: _____ TITLE: _____

PRINT NAME: _____

DATE: _____

HOUSING AUTHORITY OF BERGEN COUNTY

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 undersigned 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: _____

PRINT NAME: _____

TITLE: _____

DATE: _____



HOUSING AUTHORITY OF BERGEN COUNTY

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE (Exhibit A)

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

GOODS, PROFESSIONAL SERVICES 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 and gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority 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, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality or sex.

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and 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 Authority, 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 Contract Compliance & EEO 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N..A.C. 17:27.**

HOUSING AUTHORITY OF BERGEN COUNTY

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bid/Proposal Number: _____ **Bidder/Vendor:** _____

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 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 New Jersey 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, 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Housing Authority of Bergen County under penalty of perjury. 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.

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 proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge 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 answers of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

HOUSING AUTHORITY OF BERGEN COUNTY

AFFIDAVIT OF EQUAL OPPORTUNITY COMPLIANCE (EOC)

STATE OF: _____

COUNTY OF: _____

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

THAT he/she is the party making a certain Proposal dated _____ and for work in connection with EXECUTIVE AND LEADERSHIP COACHING SERVICES that such Proposal is submitted with full knowledge and understanding of:

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

SIGNATURE OF: _____ (Proposer, if the Proposer is an individual, Partner if a Partnership or Officer if the Proposer is a Corporation)

ALL REQUIRED CERTIFICATIONS, LICENSES, AND BUSINESS PERMIT INFORMATION (IF APPLICABLE) MUST BE SUBMITTED

Subscribed and sworn to before me, this _____ day

of _____, 202__

_____ Notary Public

My Commission Expires: _____, 202__

INTENTIONALLY
BLANK



HOUSING AUTHORITY OF BERGEN COUNTY

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

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(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and
- (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here.]

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Certifications and Representations of Offerors Non-Construction Contract

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offers represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offers, the bidder/offers:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offers represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offers certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offers or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offers, directly or indirectly, to any other bidder/offers or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offers to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offers's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

INTENTIONALLY
BLANK

