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REQUEST FOR PROPOSAL

RFP #13-S-017

SECTION 3 EDUCATIONAL AND
VOCATIONAL TRAINING SERVICES

PART 1 OF 3

SCOPE OF SERVICES

CONTRACTS DIVISION

PROPOSAL SUBMISSION:
SEPTEMBER 17, 2013
AT 3:00 PM

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NEWARK HOUSING AUTHORITY
REQUEST FOR PROPOSAL

SECTION 3 EDUCATIONAL AND VOCATIONAL TRAINING SERVICES

RFP #13-S-017

The Newark Housing Authority ("NHA") is accepting Proposals from companies qualified to provide educational and vocational training services for Section 3 Participants to residents of NHA. The Contract Term shall be for a period of two (2) years with an option to renew for a period of year (1) year at the sole discretion of the NHA.

Interested and qualified companies who have demonstrated their ability with comparable work are invited to obtain a copy of the Scope and Services for this RFP from Cheryl L. Goins, Newark Housing Authority, Contracts Division, 500 Broad Street, 5th Floor, Newark, New Jersey 07102, and can also be downloaded at www.newarkha.org. For further information, please contact CHERYL L. GOINS at 973-273-6426.

An original and four (4) copies, plus one (1) electronic version of the Proposal on either a disk or flash drive, using Microsoft Word or .pdf file format of the response to this RFP shall be received no later than 3:00 PM on September 17, 2013, shall be submitted to:

NEWARK HOUSING AUTHORITY
Attn: Cheryl L. Goins, Contracts Division
500 Broad Street, 5th Floor
Newark, NJ 07102

A pre-proposal conference will be held on August 27, 2013, in the Contracts Division Conference Room located on the 5th floor at 2:30 PM.

All responses shall be clearly marked "The Newark Housing Authority – Contracts Division; with the RFP title #13-S-017, Section 3 Educational and Vocational Training Services– REQUEST FOR PROPOSAL." bearing the name and address of the Respondent written on the face of the package.

Respondents are required to comply with the requirements of NJSA 10:5-31 et seq. and NJAC 17:27 (PL 1975 c 127 Affirmative Action). All Respondents must also comply with 24 CFR 85.36.

The Housing Authority of the City of Newark reserves the right to reject any or all responses, or to waive any informality in the submission of the Proposal. The NHA also reserves the right to award all or a portion of the award to one (1) or more responsible responsive Respondents. No response shall be withdrawn for a period of one hundred and twenty (120) days subsequent to the due date of the responses, without the consent of the Housing Authority of the City of Newark.

NEWARK HOUSING AUTHORITY
KEITH D. KINARD
EXECUTIVE DIRECTOR

RFP INFORMATION AT A GLANCE

NHA CONTACT PERSON:	CHERYL L. GOINS Telephone: (973) 273-6426 Email: cgoins@newarkha.org
PRE-PROPOSAL CONFERENCE:	August 27, 2013 at 2:30 PM Contracts Division - 5 th Floor Conference Room 500 Broad Street, Newark, NJ 07102
QUESTIONS DUE TO NHA IN WRITING	August 30, 2013 at 10:00 AM
RELEASE OF ANY REQUIRED ADDENDA:	September 4, 2013
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL:	1. As instructed within Section 5.0 of the RFP document, submit one original and four (4) copies of Proposal; 2. As instructed within Section 2.3, any submissions not including the Non-Curable Items will be rejected.
SUBMISSION SCHEDULE:	Submission Date: September 17, 2013 Newark Housing Authority Contracts Division 500 Broad Street, 5th Floor Conference Room Pre-Proposal Conference: September 13, 2013 at 2:30pm Contracts Division – 5th Floor Conference Room 500 Broad Street, Newark, NJ 07102 Submission Date: Tuesday - September 17, 2013 Second Anticipation Award Date: October 25, 2013 Pre-Proposal Conference: November 13, 2013 at 2:30pm Contracts Division – 5th Floor Conference Room 500 Broad Street, Newark, NJ 07102 Submission Date: Thursday - November 14, 2013 Third Anticipated Award Date: November 22, 2013 Pre-Proposal Conference: January 7, 2014 at 2:30pm Contracts Division – 5th Floor Conference Room 500 Broad Street, Newark, NJ 07102 Submission Date: Tuesday - January 14, 2014 Fourth Anticipated Award Date: January 23, 2014 The Proposal must be received in-hand and time-stamped by the NHA by no later than 3:00 PM on submission date.
FIRST ANTICIPATED AWARD DATE BY ACTION OF BOARD OF COMMISSIONERS:	Approximately by September 27, 2013

SECTION 1.0 INTRODUCTION / BACKGROUND

The Housing Authority of the City of Newark is a governmental entity established under State Law in 1938, and formed under the United States Housing Act of 1937. Charged with providing affordable, decent, safe and sanitary housing for low-income persons, the NHA is the largest provider of affordable housing in the State of New Jersey.

SECTION 2.0 GENERAL INFORMATION

2.1 NHA'S RESERVATION OF RIGHTS

- The NHA reserves the right to reject any or all Proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the NHA to be in its best interests.
- The NHA reserves the right to award a single delivery order contract or to award a single delivery order contract for the same or similar supplies or services to two (2) or more sources under this solicitation.
- The NHA reserves the right not to award a contract pursuant to this RFP.
- The NHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon ten (10) days written notice to the successful Respondent(s).
- The NHA reserves the right to determine the days, hours and locations that the successful Respondent(s) shall provide the services called for in this RFP.
- The NHA reserves the right to retain all Proposals submitted and not permit withdrawal for a period of one hundred twenty (120) days subsequent to the deadline for receiving Proposals without the written consent of the NHA Director of Procurement & Contracts.
- The NHA reserves the right to reject and not consider any Proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete Proposals and/or Proposals offering alternate or non-requested services.
- The NHA reserves the rights to increase or decrease the scope of services without changing the nature of the Contract.
- The NHA reserves the right to make multiple awards for various services for a period of one year from date of issuance.
- The NHA shall have no obligation to compensate any Respondent for any costs incurred in responding to this RFP.
- The NHA shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a Respondent or reject any Proposal submitted that does not conform to any of the requirements detailed herein.

2.2 RESPONDENT'S RESPONSIBILITIES – CONTACT WITH THE NHA

It is the responsibility of the Respondent to address all communication and correspondence pertaining to this RFP process to the designated Contract Coordinator, Cheryl L. Goins or the Director of Procurement & Contracts, Shari Hamilton. Respondents must not make inquiry or communicate with any other NHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the NHA to not consider a Proposal received from any Respondent who has not abided by this directive.

2.3 NON-CURABLE ITEMS

The following requirements shall be considered mandatory items to be submitted at the time specified by the contracting unit for receipt of the Proposal; the failure to submit any one of the mandatory items shall be deemed a fatal defect that shall render the Proposal submission unresponsive and that cannot be cured by the governing body.

1. A statement of corporate ownership pursuant to NJSA 52:25-24.2.
2. A listing of sub-contractors as required by NJSA 40A:11-16.
3. A document for the Respondent to acknowledge receipt of any notice or revisions or addenda to the advertisement or RFP documents, or if applicable, the Respondent acknowledges same pursuant to NJSA 40A:11-23.2e.

2.4 PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each Respondent submit proof of business registration prior to contract award. Proof of registration shall be a copy of the Respondent's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. Be advised, all sole-proprietors may not submit their application online and must leave time to process the application by postal service. A sample of the acceptable forms of proof of NJ Business Registration is contained in Part III of this RFP.

N.J.S.A. 52:32-44 imposes the following requirements on Respondents and all sub-contractors that knowingly provide goods or perform services for a Respondent fulfilling this contract: The Respondent shall provide written notice to its sub-contractors and suppliers to submit proof of business registration to the Respondent. If the Proposal includes the use of named sub-contractors, the Business Registration Certificates for those sub-contractors must be submitted prior to contract award. If the selected Respondent uses sub-contractors not part of the submission, prior to receipt of final payment from a contracting agency, the awardee must submit to the Newark Housing Authority an accurate list of all sub-contractors or attest that none was used. During the term of this contract, the Respondent and its affiliates shall collect and remit, and shall notify all sub-contractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A Respondent, sub-contractors or supplier who provides false business registration information or post award, fails to provide proof of business registration for added sub-contractors 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) 292-1730.

2.5 CAUSES FOR REJECTING PROPOSALS:

A Proposal may be rejected for any of the following reasons:

- a. Any non-curable defects pursuant to N.J.S.A. 40A: 11-23.2
- b. All Proposals pursuant to N.J.S.A. 40A: 11-13.2;
- c. If more than one (1) Proposal is received from an individual, firm or partnership, corporation or association under the same name;
- d. Multiple Proposals from an agent representing competing Respondents;
- e. The Proposal is inappropriately unbalanced;
- f. The Respondent is determined to possess, pursuant to N.J.S.A. 40A: 11-4b, Prior Negative Experience; or
- g. If the successful Respondent fails to enter into a contract within twenty one (21) days, Sundays and holidays excepted, or unless otherwise agreed upon by the parties to the contract to extend that time. In this case of failure, the NHA may accept the Proposal of the next highest scored responsible Respondent. (N.J.S.A. 40A: 11-24b)

A rejected Proposal shall be DEEMED a NO PROPOSAL, and shall be returned to the Respondent.

2.6 METHOD OF CONTRACT AWARD

2.6.1 Sufficient Funds. The length of the contract shall be stated in the public notice and specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this RFP shall be subject to the availability and appropriation of sufficient funds annually.

2.6.2 Form of Contract. The form of contract shall be submitted by the NHA to the successful Respondent. Terms of the specifications/RFP package shall prevail. Respondent exceptions must be formally accepted by the NHA.

2.7 PROTESTS

Any actual or prospective Respondent may challenge a RFP specification or protest the award of a contract. In the case of a challenge to the RFP specification, such challenge must be in writing and submitted to the Contracting Officer or the designee no less than three (3) business days prior to the submission of Proposals. The Contracting Officer or designees shall review the matter of the challenge and issue a written decision on the matter. Challenges filed after that time period shall be considered void and thereupon having no effect on the NHA from awarding a contract. In the case of the award of a contract, the protest must be in writing and received by the Contracting Officer or the designee within five (5) business days after the notice of the contract award, or the protest will not be considered.

The Respondent shall provide the following:

1. Name, address and telephone number, email is optional of the person filing the RFP protest.
2. Indicate/specify the RFP number and the description of the solicitation.
3. Provide a detailed statement specifying the nature of the complaint.

4. Specify the form of relief being sought.

The Contracting Officer or designee shall conduct a review of the protest matter and shall issue a written decision on the matter. The Contracting Officer may, after concurrence of the Chief Legal Officer and with approval by the Executive Director suspend the procurement pending resolution of the protest, if it is warranted by the facts and findings discovered by the Contracting Officer or designee in the review of the protest matter.

SECTION 3.0 INTENT AND SCOPE OF WORK.

3.1 INTENT OF THE REQUEST FOR PROPOSAL

The objective of request for proposals for "Section 3 Educational and Vocational Training Program" is to continually accept proposals on assigned submission schedule dates throughout the year in order to retrieve various types of services foresaid program. There will be pre-meetings scheduled prior to each scheduled submission date along with the an "Anticipated Award Date" for each scheduled proposal submission date. Please refer to information located within the "At A Glance" section of this proposal for scheduled dates.

3.2 BACKGROUND AND GENERAL INFORMATION.

You are invited to submit a Proposal to provide educational and/or vocational training for Section 3 participants. Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3) requires that all Housing Authorities and other agencies receiving HUD financial assistance ensures that employment and other economic opportunities to the greatest extent feasible, be directed to low and very low-income individuals, especially recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income individuals.

One of the major commitments that Newark Housing Authority has undertaken relative to Section 3 is to offer job readiness training for residents. NHA will create and maintain a database that lists all residents who successfully complete job readiness training, or have verified marketable skills, and are deemed qualified to participate in the Section 3 program. The Section 3 job readiness component is a part of the NHA commitment to provide residents/eligible participants economic opportunities, education and training toward gainful employment.

The intent of this Request for Proposals is to identify education and vocational training professionals interested in developing, coordinating and providing a menu of educational and vocational training opportunities and job training and employment services to eligible NHA residents. Respondent shall have working partnerships with local community leaders, elected officials, business, labor and education leaders to provide education, employment and training opportunities for NHA Section 3 participants. Respondent shall have relationships established to provide expertise in developing and recommending local employment and training policy and practice, broadening the employment and training focus to incorporate a development perspective, and assist in establishing linkages with organizations serving residents in the local area. Programs should reflect an age continuum of services that prepare youth for adulthood, and adults and youth for successful vocational and lifelong learning. Programs must be well organized, follow a methodology and demonstrate that educational services will result in educational advancements for residents in areas of basic skills (math and reading) and high school or general educational degree (GED) attainment. Respondent shall have adequate training personnel in ratio to students to provide students with a hands-on learning experience and be able to meet NHA's performance and time requirements.

Training will be offered to each eligible resident, subject to availability of annually appropriated funding. Residents who have not completed grade school and/or high school will be afforded the opportunity to receive adult basic education in preparation for vocational based training that may become available.

This RFP is intended to be general in scope; however, responses must be specific in describing offered training, especially with regard to schedules, procedures, availability, and compliance; as well as detailing respondent qualifications, work history, and ability to provide this service in a professional and efficient

manner. Responses will be evaluated in accordance with the Evaluation Criteria contained in Section 8.0 herein.

Participation in this RFP requires that all Respondents show a minimum of five (5) years work experience in which their organization has demonstrated its ability to provide services similar to those described in this RFP in a satisfactory and successful manner as solely determined by NHA.

Additional information may be requested from Respondents to clarify their Proposal response(s). Such requests and responses shall be made in writing. Responses must provide detailed information specific to the request, and the name and contact information for assigned respondent personnel who will interface with NHA for the purpose of completing the evaluation process.

3.3 OBJECTIVE

NHA is seeking entities that can provide programs that:

- Provide innovative and interactive experiences that help participant's gain skills;
- Help participants become competitive in the workplace;
- Increase connections to employers and occupations in demand;
- Address current employment market demand;
- Make clear connection between education and vocational choices; and
- Provide or link participants to positive development experiences.

It is the intent of the NHA to solicit Proposals for the prospect of entering into an agreement/contract with respondents that offer educational and/or vocational training in the following fields of interest:

Adult Basic Education and GED- Teach participants general skills which are common to almost all workplaces. Students must develop skills in math, reading and writing, communication, information processing, critical thinking and problem solving, while learning to take tests effectively. Students will also be prepared to complete the GED test (or equivalent). Special emphasis in material in preparation for entering the workplace or entering higher education.

Certified Home Health Aide- Home Health Aide students should learn ethics in healthcare, communication skills, infection control, basic nursing skills, restorative care, resident's rights, social service and mental health issues. Responsible for keeping records of services performed and clients' condition and progress. Also works with therapists and other medical staff. Students should receive hands-on training and practice and work under the direct supervision of a medical professional.

Pharmacy Technician- Train participants to become Pharmacist's Assistants and help them gain state certification. Courses cover drug interactions, side effects, disease stages, appropriate treatment, identification of over 200 brand-name and generic drugs and their uses, basic pharmacy operations, patient service and computer skills (e.g., Medisoft, MS Excel and MS Word). Responsible for receiving prescription requests, counting tablets, pouring, weighing, measuring and labeling bottles, and sometimes mixing medication. Technicians may also establish and maintain patient profiles, as well as prepare insurance forms.

Cosmetology- Training to become a professional cosmetologist/personal appearance worker who assists customers with their physical appearance, including hair stylists/hair dressers, professional nail technicians, and workers who address skin care and electrology. May be trained to provide manicures, pedicures, scalp treatments, facials, maintain hairpieces, hair removal, perform cosmetic skin treatments and make-up. This vocational requires a state cosmetology license and training should be in preparation for the state licensing exam.

Culinary Arts- Basic Culinary Art training program should train students to function successfully in the food and hospitality industry. All phases of basic skills should be addressed in a concise curriculum. The program should offer a wide range of subject areas that include both in-class lectures as well as hands on training. Courses should include, but not be limited to, knife skills, culinary safety/sanitation, various cooking methodologies, a la carte cooking, internship, science of food, diet and nutrition and more.

Security Training (NJ SORA License)- A standardized security officer's training program has become law (Security Officer Registration Act) in the state of New Jersey and in many other states nationwide in order to obtain employment in the industry. The objectives of the training are to provide training in a variety of subjects directly related to providing security and safety of a company's clientele and personnel against any law violator and determining any sort disturbance that will incur losses to the client. Prior to training, the respondent will orchestrate finger printing for eligibility of training as required by the State of New Jersey. The knowledge gained through this program should offer exposure to fundamental concepts and principles of the security industry. Upon completion of training, respondent shall administer test and follow-up with results, i.e. temporary license.

CDL Training – A standardize CDL Training course in the training of operating commercial truck vehicles and other operate any type of vehicle which has a gross vehicle weight rating (GVWR) of 26,001 lb (11,793 kg) or more for commercial use, or transports quantities of hazardous materials that require warning placards under Department of Transportation regulations, or that is designed to transport 16 or more passengers, including the driver.

Prefer utilizing a registered driving school in the State of NJ to conduct driving lessons to students participating in our vocational training program.

The referenced fields of interest are intended to be general in scope and not conclusive. NHA encourages Respondents to provide additional fields of interest they may provide educational and/or vocational training for.

Summarize conceptually your intent to provide the services described above.

3.4 BUDGET.

The NHA requires a detailed summary from all prospective educational and/or vocational training proposed for this RFP. Educational and/or vocational training programs should provide, among other things, job readiness, job search and job placement services. A performance based budget must accompany the Proposal illustrating each percentage to be charged to the contract as the Respondent and Section 3 participants meet proposed benchmarks (final benchmarks will be mutually agreed upon by service provider and NHA). Proposal responses should meet the minimum requirements, terms and conditions contained herein to be accepted for consideration.

Educational and/or vocational training programs will be required to submit a budget illustrating the total cost per student as well as the associated costs per proposed benchmark. Respondents shall possess the expertise and capacity to provide class-size (defined as groups no less than 5 but no more than 10 individuals) skills training. Respondents will be compensated as students achieve their milestones. This

performance based approach will insure that the Respondent has a financial investment in the success of its participant.

Please use this table as a guide while preparing your budget:

Total cost associated with training a participant \$ _____. Please indicate the number of participants anticipated per class.

Proposed Benchmark	% of Associated Cost	Billable Amount
1. Enrollment	25%	\$
2. Complete ½ the course	25%	\$
3. Complete total course	25%	\$
4. Pass State Exam [or equivalent]	15%	\$
5. Acquire a job	10%	\$
6. Retention for 90 days	Bonus 7%	\$

3.5 IMPLEMENTATION PLAN (location, course schedule and duration, exams, job placement, etc.)

In this section, Respondent shall provide information regarding the location of their training facility or where they intend to host the training classes. Indicate specific times and dates as to when the course would be scheduled to begin, anticipated end date and hours of instruction. *NOTE: NHA expects training for the areas noted in this RFP to commence within thirty (30) business days from receipt of Notice to Proceed.*

It is equally important to state if the educational or vocational training program has a standardized test for state certification, license or diploma. State exam schedules would be informative. Please anticipate a course of action for unexpected absenteeism and/or the inability to pass the state exam.

Once successful completion of the course is achieved, please describe in detail job readiness, job placement and retention activities.

3.6 PROGRAM ASSESSMENT

The awardee(s) shall submit monthly status reports to the NHA to enable the NHA to monitor the provision of services provided. Said reports shall be in a form acceptable to the NHA and shall be submitted to the NHA's program manager on or before the first business day of each calendar month. Reports should include, but are not limited to, number of students enrolled in the class, number of students that drop out of the course, number of student who successfully complete the training, number of students that acquire the state required license, diploma or certification, number of students the become employed, and number of students who maintain employment after ninety (90) days.

3.7 NHA RESPONSIBILITIES

NHA shall designate a program manager during the term of this contract. The program manager has the authority to monitor compliance with all terms and conditions stated herein. All requests for information from the contractor on any aspect of the work shall be directed to the program manager.

NHA shall review submittals by the contractor and provide prompt response to questions and rendering of decisions pertaining thereto, to minimize delay in the progress of the contractor's work. The contractor agrees that NHA may inspect, review, and approve all services as it pertains to its Section 3 participants.

NHA will furnish the contractor the following information or assistance for this Program:

1. Refer applicants to the training program; and
2. Mail marketing material and applications to potential participants.

SECTION 4. CONTRACT REQUIREMENTS

4.1 CONTRACT TERM; OPTION TERMS

4.1.1 Contract Term. It is anticipated that the term of the contract will be for a term of two (2) years with an option to renew for a period of one (1) year at the sole discretion of the NHA. NHA may determine it is in the best interest of NHA to increase or decrease the scope of services of the project and/or enter into an extension with the successful Respondent for further enhancements or customizations subject to availability of annually appropriated funding for the contract. If necessary, written notice of NHA's intention to renew the contract shall be given approximately ninety (90) days prior to the expiration date of each contract period.

4.1.2. 1st Option Term. If NHA elects to exercise the option to renew the contract for an additional one (1) year period, the contract price for the additional year shall not exceed the contract price of the original contract increased/decreased by no more than the percentage increase/decrease of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available.

The NHA reserves the right to cancel any awarded contract at the end of the contract term with no penalty for cancellation.

4.2 PAYMENT

4.2.1 Invoices/Payment Authorization. Respondent will be required to invoice for services as it pertains to the measurable outcomes. Supporting documentation must accompany each invoice.

4.2.2 Payments. Payment will be made on terms of net 30 days after receipt of an approved invoice.

SECTION 5.0 SUBMISSION FORMAT

The purpose of the Proposal is to demonstrate the qualifications, service level, and cost for services, competency and capacity of the organization seeking to become a vendor for the NHA. The Proposal should summarize briefly the firm and principal team members' qualifications and past experience relevant to the RFP. An original and four (4) copies, plus one (1) electronic version of the Proposal on either CD or disk or flash drive using Word or PDF file of the Proposal should be submitted.

5.1 LETTER OF INTEREST

This letter should include the name of the Respondent, the location of the principal place of business, the type of business entity (e.g., corporation, partnership, etc.), and the state of organization. The name of the primary contact person must accompany the submission. The letter should summarize briefly the firm and principal team members' qualifications and past experience relevant to the RFP.

5.2 NON-CURABLE DOCUMENTS:

5.2.1 Stockholders Disclosure Certification: provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the Proposal or accompanying the Proposal of said corporation or partnership, the Respondents shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein. (NJSA 52:25-24.2)

5.2.2 Listing of Sub-contractors and Sub-Contractor Certification: A signed listing of all sub-contractors to be used and completion of certification form. (NJSA 40A:11-16)

5.2.3 Acknowledgement of Receipt of Addenda/Clarifications: A document provided by the contracting agent in the Proposal plans, specifications or Proposal documents for the Respondent to acknowledge the Respondent's receipt of any notice, revisions, addenda or clarifications to the advertisement or Proposal documents. (NJSA 40A:11-23.2e)

5.3 EXECUTIVE SUMMARY/INTRODUCTION/EXPERIENCE

The Executive Summary or Introduction should provide a description of the scope of services to be performed and list all proposed sub-consultants, or contracts, if any. Attach a copy of the company's corporate organization chart including an organizational chart of the corporate division that will provide the services. The Proposal should state and include a copy of all licenses and key personnel resumes of all providers expected to work on or provide technical assistance for this project, work plan, programmatic goals, and delivery methods, including any subcontract provider the respondent possesses to demonstrate its qualifications to perform this service.

Also, state all professional associations that the company holds active membership. Provide information regarding the work history of the company for the past five (5) consecutive years. Such information should include work experience similar to the requirements of this RFP. Such work history should demonstrate the ability of the respondent's company to provide the requested services in a manner that is satisfactory to NHA.

5.4 STATEMENT OF RESPONDENT'S QUALIFICATIONS:

The successful respondents must have a proven reputation that demonstrates their ability to provide one or more of these services in a cost efficient and successful manner. The respondent must have at least a minimum of five (5) years of experience providing this type of service and the financial capability to take on this task without financial hardship.

Respondent shall complete form provided in Part 3 of this RFP #13-S-017.

5.5 ADDITIONAL REQUIREMENTS

Respondent must be a State of NJ approved certified Facility within their specification of the curriculum requirements.

5.5 REFERENCES

Respondent shall complete reference form provided in Part 3 of the RFP # 13-S-017 and provide current references from at least three (3) organizations or clients (excluding NHA) that can address your specific capabilities as they relate to the requirements of the RFP. Include the following for references:

- a. List of municipal or government organization currently represents and for what type(s) of service (provide contact names and telephone numbers); and
- b. Contact names and telephone numbers of clients in the State of New Jersey with whom organization has had a working relationship

5.6 FINANCIAL STATEMENT

Respondent shall demonstrate its financial stability by the submission of its federal tax account transcript for the previous two (2) years, or the two (2) most recently available or such other information as is reasonably acceptable to the NHA. Include any other quantitative information, e.g., performance reviews, that will assist NHA in determining Respondent's financial stability.

Submission of financial documents in lieu of the federal tax account transcript must be pre-approved by NHA prior to proposal submission.

5.7 WORK PLAN/PROJECT APPROACH

Provide a description of the work plan proposed to carry out the major tasks needed to bring the proposed project to completion. It should provide a detailed outline of the approach and not simply reiterate the Scope of Work described in this RFP.

5.8 OTHER REQUIRED PROPOSAL DOCUMENTS:

Each Respondent is required to submit, in addition to those listed in Sections 5.1, 5.2, 5.3, 5.4, 5.5, 5.6 and 5.7, the documents included in the *Submission Documents* package. These include:

- a. Checklist
- b. Affidavit of Minority Business / HUD Section 3 Enterprise Participation

- c. Business Registration Certificate & Subcontractors Business Registration Certificate (if applicable)
- d. Affidavit of Non-Collusion
- e. Affidavit of Non-Default
- f. Drug Free Work Place Certification
- g. Certified Statement of Non-Debarment– submit notarized statement, on the firm's letterhead, that the Respondent or partner are not debarred, suspended or otherwise prohibited from professional practice by any Federal, State or Local agency.
- h. Certified Statement of No Liens, Suits or Judgments – submit notarized statement on the firm's letterhead, indicating a description of any disputes, suites, judgments and liens during the past two (2) years.
- i. HUD Form 5369-A: Representations, Certifications and Other Statements of Respondents
- j. HUD Form 2530: Previous Participation Certification
- k. Joint Venture Agreement (if applicable)
- l. Designation of Compliance Officer
- m. Affirmative Action Compliance Notice
- n. Statement of Compliance By All Contractors
- o. Statement of Compliance – Wages
- p. Financial Statement
- q. Section 3 Opportunity Plan (Schedule D only)
- r. HUD Form 5370-C: General Conditions of the Contract for Non-Construction
- s. Budget/Cost Proposal (form included, single sheet in sealed envelope, one original and three copies). Although cost is not the sole determining factor NHA will use to select a firm, cost is an important part of the Proposal.
- t. HUD-Form 50071 – Certification of Payments to Influence Federal Transactions

SECTION 6.0 GENERAL INSTRUCTIONS

Proposal submission deadline is by September 17, 2013, at 3:00 PM. It is the Respondent's responsibility that Proposals are presented to the NHA at the time and at the place designated. Proposals may be hand delivered or mailed; however, the NHA disclaims any responsibility for Proposals forwarded by regular or overnight mail. If the Proposal is sent by express mail service, the designation above must also appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened.

Respondents are asked to submit an original and four (4) copies, plus one (1) electronic version of the Proposal on either disk, using Microsoft Word or .pdf format file addressed to NEWARK HOUSING AUTHORITY - CONTRACTS DIVISION; bearing the name and address of the Respondent written on the face of the package, and clearly marked "PROPOSAL" with the RFP title and # 13-S-017.

6.1 QUESTIONS

All questions and requests for information must be addressed in writing to *Cheryl L. Goins*, Contracts Division with a copy to *Shari Hamilton*, Director of Procurement and Contracts. The deadline for receipt of questions pertaining to this RFP shall be by 10:00 AM on August 30, 2013. All communications pertaining to this RFP shall be addressed to Contracts Division, 500 Broad Street, 5th Floor, Newark, N.J. 07102, by email cgoins@newarkha.org or by facsimile (973) 273-6549.

The NHA will respond to all such inquiries in writing by addendum to all prospective Respondents (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the NHA will NOT conduct any ex parte (a substantive conversation—"substantive" meaning, when decisions pertaining to the RFP are made—between the NHA and a prospective Respondent when other prospective Respondents are not present) conversations that may give one prospective Respondent an advantage over other prospective Respondents.

6.2 INTERPRETATION AND ADDENDA.

The Respondent should rely only on representations, statements or explanations, contained in this RFP, any documents that the NHA has provided the Respondent, which are referred to in this RFP, and in such formal written addenda as are issued by the NHA prior to the Proposal submission.

6.3 DISCREPANCIES IN PROPOSALS

If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

In the event that there is a discrepancy between the individual rates and the extended totals, the rate prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

SECTION 7.0 ADDITIONAL INFORMATION

7.1 INSURANCE REQUIREMENTS

Before commencing of services under this project, the Respondent shall furnish to the NHA certificates of insurance showing that the following insurance is in force, stating policy numbers, dates of expiration, limits of liability, deductibles, and aggregate amounts payable hereunder. Certificates of insurance must contain a 30-day cancellation clause and a brief description of the work to be performed. The NHA shall be named additionally insured in the Comprehensive General Liability and Automobile Liability Insurance policy.

- a. Worker's Compensation and Employer's Liability Insurance according to the laws of the state in which the Development Team's services are to be performed.
- b. Professional Liability Insurance covering claims made at any time prior, during, or subsequent to completion of the Respondent's services with a limit of not less than \$1,000,000 with a deductible not more than \$10,000.

- c. Comprehensive General Liability Insurance (bodily injury and property damage coverage) covering claims made at any time prior, during, or subsequent to completion of the Respondent's services with a limit of not less than \$2,000,000 with a deductible not more than \$10,000.
- d. Automobile Liability Insurance (bodily injury and property damage) covering claims with a \$1,000,000 Combined Single Limit. The policy must include coverage for Hired Car Liability and on-Owned Automobile Liability.
- e. Where an endorsement to the policies is required as a result of a contract with the NHA, the endorsement shall be made prior to the signing of said contract.

The Respondent shall require each of the sub-contractors to furnish them with certificates of insurance evidencing current policies in force stating policy numbers, dates of expiration, limits of liability, deductibles, and aggregate amounts payable there under. This shall be submitted for review and approval prior to commencement of the sub-contractors' activities. Certificates of insurance are to be forwarded to the NHA upon receipt.

7.2 EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION STATEMENT

The goal of the Affirmative Action Program is thirty (30%) percent of the dollar value of the total contract awards and purchases during the fiscal year. The Respondent's commitment to Affirmative Action and Minority Business Enterprises shall be demonstrated by submittal within one hundred twenty (120) days of the start of the project evidence indicating:

- a An active Affirmative Action Program, hiring practices, minorities in upper management positions and/or minority ownership.
- b The utilization of minority owned businesses as subcontractors or Joint Venture partners.

7.3 MANDATORY AFFIRMATIVE ACTION CERTIFICATION

7.3.1 Goods and Services Contracts: No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

Each 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:

- i. 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
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) 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 Respondent's submission will be rejected as non-responsive if either one of the required documents is not submitted in the specified time frame.

7.4 SECTION 3 CLAUSE:

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

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(c) The contractor agrees to send to each labor organization a representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 reference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

(f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

7.5 AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Respondents are required to read Americans with Disabilities language that is included as Appendix A of the sample contract and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

7.6 TRUTH IN CONTRACTING

Respondents should be aware of the following statutes that represent "Truth in Contracting" laws:

- a. *N.J.S.A. 2C:21-34, et seq.* governs false claims and representations by Respondents. It is a serious crime for the Respondent to knowingly submit a false claim and/or knowingly make material misrepresentation.
- b. *N.J.S.A. 2C:27-10* provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.

- c. N.J.S.A. 2C:27-11 provides that a Respondent commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

Respondents should consult the statutes or legal counsel for further information.

7.7 TERMINATION OF CONTRACT

7.7.1 Fulfillment of Contract. If, through any cause, the Respondent shall fail to fulfill in a timely and proper manner obligations under the contract or if the Respondent shall violate any of the requirements of the contract, the NHA shall there upon have the right to terminate the contract by giving written notice to the Respondent of such termination and specifying the effective date of termination. Such termination shall relieve the NHA of any obligation for balances to the contractor of any sum or sums set forth in the contract. The NHA will pay only for goods and services accepted prior to termination.

7.7.2 Liability. Notwithstanding the above, the Respondent shall not be relieved of liability to the NHA for damages sustained by the owner by virtue of any breach of the contract by the Respondent and the NHA may withhold any payments to the Respondent for the purpose of compensation until such time as the exact amount of the damage due the NHA from the Respondent is determined.

7.7.3 Indemnification. The Respondent agrees to indemnify and hold the owner harmless from any liability to sub-contractors / suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the NHA under this provision.

7.7.4 Default. In case of default by the Respondent, the NHA may procure the goods or services from other sources and hold the Respondent responsible for any excess cost.

7.7.5 Availability of Funding. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the NHA reserves the right to cancel the contract.

7.8 PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.9 PROMPT PAYMENT ACT N.J.S.A. 2A:30A-1 et seq.

The award of this contract is subject to approval of the Newark Housing Authority Board of Commissioners and the continuing availability of funds after approval. This also includes any payment as a result of litigation of any dispute flowing from the award of this contract. Further, any change orders amounting to more than twenty percent (20%) must be approved by action of the Board of Commissioners.

SECTION 8.0 EVALUATION AND SELECTION CRITERIA

	POINTS
Approach to Training Residents and Eligible Section 3 participants • Adequacy (10) • Completeness (10) • Proposed Methodology (10) • Organization (5)	35
Capacity of Trainers • Total Staff and Support (5) • Resources (5) • Ability to Commence Immediately (5) • Ability to Perform Work Within Time Period Set Forth (5)	20
Experience/Past Performance The Evaluation Committee will review the Respondent's past experience, quality of work on similar projects within the past five (5) years, and relevance to performance of the statement of work for this RFP. Information should be included on: • Experience in this area • References	15
Performance Based Deliverables • Enrollment (5) • Completion of Course (10) • Pass State Exam / Employment (5)	20
Responsiveness to the NHA's Submission Requirements	10
TOTAL	100

THE NHA will make an award to the responsible Respondent whose offer conforms to the solicitation and is most advantageous to the NHA (i.e., that which represents the best value to the NHA), cost or price and other factors considered.



Executive Director
KEITH D. KINARD

Chairperson
MODIA BUTLER

BOARD OF COMMISSIONERS
GLORIA CARTWRIGHT
ANGELLA PALMER
NANCY PEREZ
LENIN CRUZ
EDWARD OSBORNE

REQUEST FOR PROPOSAL

RFP #13-S-017

**SECTION 3 EDUCATIONAL AND
VOCATIONAL TRAINING SERVICES**

PART 2 OF 3

STANDARD DOCUMENTS

CONTRACTS DIVISION

**PROPOSAL SUBMISSION:
SEPTEMBER 17, 2013
AT 3:00 P.M.**

NEWARK HOUSING AUTHORITY

REQUEST FOR PROPOSAL

RFP #13-S-017

PART 2

STANDARD DOCUMENTS

INDEX

SECTION 1	INSTRUCTIONS TO OFFERORS NON-CONSTRUCTION (HUD 5369-B) (Download)
SECTION 2	GENERAL CONTRACT CONDITIONS NON-CONSTRUCTION (HUD 5370-C) (Download)
SECTION 3	24 CFR 85.36 (CODE OF FEDERAL REGULATIONS) (Download)
SECTION 4	SAMPLE CONTRACT
SECTION 5	SECTION 3 OPPORTUNITY PLAN

PART 2

SECTION 1

**INSTRUCTIONS TO OFFERORS
NON-CONSTRUCTION
(HUD 5369-B)**

DOWNLOAD FROM THIS WEBSITE LINK

portal.hud.gov/hudportal/documents/huddoc?id=DOC_12131.pdf

PART 2

SECTION 2

**GENERAL CONTRACT CONDITIONS
NON-CONSTRUCTION
(HUD 5370-C)**

DOWNLOAD FROM THIS WEBSITE LINK

www.hud.gov/offices/adm/hudclips/forms/files/5370-C1.pdf

PART 2

SECTION 3

24 CFR 85.36

(Code of Federal Regulations)

DOWNLOAD FROM THIS WEBSITE LINK

http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_14895.pdf

PART 2

SECTION 4

SAMPLE CONTRACT

SAMPLE CONTRACT

CONTRACT FOR SERVICES

THIS CONTRACT, entered into as the 26 day of September in the year Two Thousand and Eleven, by and between the **HOUSING AUTHORITY OF THE CITY OF NEWARK**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of New Jersey, having its principal place of business at 500 Broad Street, in the City of Newark, County of Essex and State of New Jersey, hereinafter called "AUTHORITY", and, _____, a corporation organized and existing under the laws of the State of _____, with its principal place of business at _____, in the City of _____ County of _____ and State of _____, hereinafter called "CONTRACTOR".

The Authority and the Contractor are mutually desirous of entering into a contract to complete the following Scope of Work.

Article 1: SCOPE OF WORK.

The Scope of Work to be performed under this contract shall include, but not be limited to, providing educational and/or career training for NHA Section 3 participants as outlined and described in the RFP.

Article 2: CONTRACT TERM; OPTION TERMS

Contract Term. It is anticipated that the term of the contract will be for a term of two (2) years with an option to renew for a period of one (1) year at the sole discretion of the NHA. NHA may determine it is in the best interest of NHA to increase or decrease the scope of services of the project and/or enter into an extension with the successful Respondent for further enhancements or customizations subject to availability of annually appropriated funding for the contract.

1st Option Term. If NHA elects to exercise the option to renew the contract for an additional one (1) year period, the contract price for the additional year shall not exceed the contract price of the original contract increased/decreased by no more than the percentage increase/decrease of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available.

The NHA reserves the right to cancel any awarded contract at the end of the contract term with no penalty for cancellation.

Article 3: COMPENSATION.

The Authority shall pay the Contractor for the performance of the work under this Contract, in current funds, an amount not to exceed _____ and/ _____ dollars (\$ _____), in accordance with the pricing detailed on the Price/Fee Schedule provided on Exhibit "A" hereto.

Payments of the Contractor's work shall be made on terms of net 30 days after receipt of an approved itemized invoice. The invoices are to be forwarded to **Newark Housing Authority, Accounts Payable PO Box 1690, Newark, New Jersey 07102.**

Article 4: INSURANCE.

Before commencing of services under this project, the Respondent shall furnish to the NHA certificates of insurance showing that the following insurance is in force, stating policy numbers, dates of expiration, limits of liability, deductibles, and aggregate amounts payable hereunder. Certificates of insurance must contain a 30-day cancellation clause and a brief description of the work to be performed. The NHA shall be named additionally insured in the Comprehensive General Liability Insurance policy.

- a. Worker's Compensation and Employer's Liability Insurance according to the laws of the state in which the Development Team's services are to be performed.
- b. Professional Liability Insurance covering claims made at any time prior, during, or subsequent to completion of the Respondent's services with a limit of not less than \$1,000,000 with a deductible not more than \$10,000.
- c. Comprehensive General Liability Insurance (bodily injury and property damage coverage) covering claims made at any time prior, during, or subsequent to completion of the Respondent's services with a limit of not less than \$2,000,000 with a deductible not more than \$10,000.
- d. Automobile Liability Insurance (bodily injury and property damage) covering claims with a \$1,000,000 Combined Single Limit. The policy must include coverage for Hired Car Liability and on-Owned Automobile Liability.
- e. Where an endorsement to the policies is required as a result of a contract with the NHA, the endorsement shall be made prior to the signing of said contract.

The Respondent shall require each of the sub-contractors to furnish them with certificates of insurance evidencing current policies in force stating policy numbers, dates of expiration, limits of liability, deductibles, and aggregate amounts payable there under. This shall be submitted for review and approval prior to commencement of the sub-contractors' activities. Certificates of insurance are to be forwarded to the NHA upon receipt.

Article 5: COVENANT AGAINST CONTINGENT FEES.

The Contractor warrants that he has not employed any person to solicit or secure this Contract upon any contract for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Authority the right to terminate this Contract, at its discretion, for default.

Article 6: TERMINATION FOR CAUSE

If through any cause, the Contractor shall fail to fulfill in a 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 Authority 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 the termination. The Authority shall have the benefit of such work as may have been completed up to the time of such termination and the Contractor shall be entitled to receive just and equitable compensation for such work.

Article 7: TERMINATION FOR CONVENIENCE.

The Authority may terminate this Contract any time by a notice in writing from the Authority to the Contractor. If the Contract is terminated by the Authority as provided herein, the Contractor shall 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 previously made. If the Contract is terminated due to fault of the Contractor, Article VIII hereof relative to termination shall apply.

Article 8: CHANGES.

The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes: (1) In the Scope of Work (including drawings and designs); (2) In the method or manner of performance of the work; (3) Authority-furnished facilities, equipment, materials, services, or site; or, (4) Directing the acceleration in the performance of the work.

Article 9: EQUAL EMPLOYMENT OPPORTUNITY.

During the performance of this contract, the Contractor agrees to enforce the provisions of Section 8.2 and 8.3 of IFB 10-S-094, which are incorporated herein.

Article 10: ASSIGNMENT OF CONTRACT.

The Contractor shall not assign or transfer any interest in this Contract; except that claims for monies due or to become due from the Authority under the Contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this Contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

Article 11: MODIFICATION.

Only the Contracting Officer has authority to modify any term or condition of this Contract. Any contract modification shall be authorized in writing. The Contracting Officer may modify the Contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the Authority's address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer. When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the Authority's approved threshold), such modification shall not be effective until the required approval is received by the Authority.

Article 12: COMPLIANCE WITH LOCAL LAWS.

The Contractor shall comply with all applicable laws, ordinances, regulations and codes of the State and local governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

Article 13: GOVERNING LAW

This Contract, as well as the rights and obligations of the parties to this Contract, shall be governed by the laws of the State of New Jersey and applicable federal regulations.

Article 14: SECTION 3 REQUIREMENT

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

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to

the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

ARTICE 15: AFFIRMATIVE ACTION

EXHIBIT B

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2 or good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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, 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 goods and services contract, one of the following 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 Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of 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.**

Article 16: CONTRACT DOCUMENTS.

The executed Contract shall consist of the following component parts:

- a. This Instrument;
- b. Request for Proposal #13-S-017 entitled: **“Educational and Career Training Services for Section 3 Participants”**;
- c. The Proposal received from _____, dated _____, 2013, as accepted by NHA;
- d. General Conditions of the Contract for Non-Construction HUD 5370-C;
- e. Section 3 Opportunity Plan dated _____, 2013; and
- f. Price/Fee Schedule (Exhibit “A”) hereto.

THIS INSTRUMENT, together with the other documents enumerated in Article 16, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in Article 16 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

IN WITNESS WHEREOF, the Authority and the Contractor have executed on this Contract, the day and year first above written.

ATTEST:

WITNESS/NOTARY

PRESIDENT/PRINCIPAL

APPROVED AS TO FORM AND LEGALITY:

CORPORATE SEAL

ELLEN M. HARRIS, ESQ.
CHIEF LEGAL OFFICER
HOUSING AUTHORITY OF THE
CITY OF NEWARK

ATTEST:

NEWARK HOUSING AUTHORITY

SHARI G. HAMILTON
CONTRACTING OFFICER

NAME OF ORIGINATING DEPARTMENT:

RESIDENT SERVICES

EXHIBIT "A"**PRICE/FEE SCHEDULE**

Due to costs and expenses differing for each class/program, please provide a price/fee schedule for each proposed class/program. Total cost associated with training a participant \$_____.

Name of Class/Program: _____

Number of Participants: _____

Proposed Benchmark	% of Associated Cost	Billable Amount
1. Enrollment	25%	\$
2. Complete ½ the course	25%	\$
3. Complete total course	25%	\$
4. Pass State Exam [or equivalent]	15%	\$
5. Acquire a job	10%	\$
6. Retention for 90 days	Bonus 7%	\$
TOTAL	107%	\$

ARTICLE 17: INDEMNIFICATION AGREEMENT

This agreement made this 26 day of September, 2013,
between the HOUSING AUTHORITY OF THE CITY OF NEWARK ("AUTHORITY") and _____
_____, ("CONTRACTOR"), in the County of _____
_____ and State of _____.

WHEREAS, CONTRACTOR has been contracted by the AUTHORITY to perform election services in accordance with the Contract Documents (as such term is defined in the Contract for Services) and all applicable law; and

WHEREAS, parties hereto seek to protect the AUTHORITY from any and all potential claim arising from any negligent act of omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

NOW, THEREFORE, CONTRACTOR hereby agrees to save and indemnify and keep harmless the AUTHORITY against all liability for claims, demands, judgments and damages including personal and property damage arising from any act by or negligence of CONTRACTOR or its Subcontractors, agents or employees, while in or about the buildings or premises and further agrees to indemnify the AUTHORITY and/or its agents.

Signed and sealed this _____ day of _____, 2013.

CONSULTANT:

Principal Name

(Company Seal)

Subscribed and sworn to
Before me on this _____ day
of _____, 2013

Notary Public

My Commission Expires: _____

ARTICLE 18: AFFIDAVIT

STATE OF STATE _____)
)
COUNTY OF COUNTY _____)

S.S.:

Be it remembered that on this _____ day of _____, 2013, before me, the subscriber, Notary Public of the State of _____, personally appeared, _____, who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that he is the Secretary of _____, the corporation named in the foregoing instrument; that _____ is the _____ of said corporation, that the execution, as well as the making of this instrument has been duly authorized by a proper resolution of the Board of Directors of said corporation; that deponent well knows the corporate seal of said corporation and the seal affixed to said instrument is such corporate seal and was thereto affixed and said instrument signed and delivered by said _____, as and for his voluntary act and deed of said corporation, in the presence of deponent, who thereupon subscribed his name thereto as a witness by like order of the Board of Directors of said corporation.

Secretary

Subscribed and sworn to
Before me on this _____ day
of _____, 2013

Notary Public

My Commission Expires: _____

PART 2

SECTION 5

SECTION 3 OPPORTUNITY PLAN



Executive Director
KEITH D. KINARD

Chairperson
MODIA BUTLER

BOARD OF COMMISSIONERS
GLORIA CARTWRIGHT
ANGELLA PALMER
NANCY PEREZ
LENIN CRUZ
EDWARD OSBORNE

REQUEST FOR PROPOSAL

RFP #13-S-017

SECTION 3 EDUCATIONAL AND
VOCATIONAL TRAINING SERVICES

PART 3 of 3

PROPOSAL DOCUMENTS
SUBMIT 4 COPIES

CONTRACTS DIVISION

PROPOSAL SUBMISSION:
SEPTEMBER 17, 2013
AT 3:00 PM

PART 3

RFP #13-S-017

RFP #13-S-017
RESPONDENT'S CHECKLIST

The following is a checklist to aid Respondents in completing the RFP documents. Please check off the items completed for accuracy and completeness of the RFP documents. Please note that certain forms must be completed when the proposal package is returned. Failure to return documents at the time of proposal submission may render proposal as non-responsive.

MANDATORY SUBMITTAL REQUIREMENTS	YES	NO
CHECKLIST (COMPLETED)		
BUDGET		
1. Proposal Submission Document (provided within)		
A. NON-CURABLE ITEMS		
2. Stockholder Disclosure Certification (provided within)		
3. Listing of Subcontractors and Sub-Contractor Certification (provided within)		
4. Acknowledgement of Addenda/Clarifications (provided within)		
B. OTHER SUBMISSION DOCUMENTS		
5. Business Registration Certificate & Subcontractors Business Registration (if applicable)		
6. Affidavit of Minority Business / HUD Section 3 Enterprise Participation (provided within)		
7. Affidavit of Non-Collusion (provided within)		
8. Affidavit of Non-Default (provided within)		
9. Drug Free Work-Place Certification (provided within)		
10. Certified Statement of Non-Debarment (on company letterhead)		
11. Certified Statement of No Liens, Suits or Judgments (on company letterhead)		
12. Joint Venture Agreement (if applicable)		
13. Statement of Respondent's Qualifications (provided within)		
14. HUD Form 2530 Previous Participation Certification (provided within)		
15. References (provided within)		
16. Designation of Compliance Officer / EEO		
17. Affirmative Action Compliance Notice (provided within)		
18. Statement of Compliance By All Contractors (provided within)		
19. Statement of Compliance – Wages (provided within)		
20. Financial Statement (provided within)		
21. Section 3 Opportunity Plan – Schedule D Only (provided within)		
22. HUD Form 5370-C General Conditions of the Contract for Non-Construction (Download)		
23. HUD Form 5369-B Instructions to Offerors Non-Construction (Download)		
24. HUD Form 5369-C Certifications and Representations of Offerors (Download)		
25. HUD Form 50071 – Certification of Payments to Influence Federal Transactions (Download)		
26. Evaluation Criteria Form		

PART 3

BUDGET

BUDGET

Due to costs and expenses differing for each class/program, please provide a budget for each proposed class/program. Total cost associated with training a participant \$_____.

Name of Class/Program: _____

Number of Participants: _____

Proposed Benchmark	% of Associated Cost	Billable Amount
1. Enrollment	25%	\$
2. Complete ½ the course	25%	\$
3. Complete total course	25%	\$
4. Pass State Exam [or equivalent]	15%	\$
5. Acquire a job	10%	\$
6. Retention for 90 days	Bonus 7%	\$
TOTAL	107%	\$

RFP #13-S-017

PART 3

SECTION 1

PROPOSAL SUBMISSION DOCUMENT

PROPOSAL SUBMISSION DOCUMENT
RFP #13-S-017

FROM:

NAME OF FIRM

TELEPHONE #

STREET ADDRESS

FAX #

CITY, STATE AND ZIP CODE

EMPLOYER TAX ID #

TO: NEWARK HOUSING AUTHORITY
500 BROAD STREET, NEWARK, NEW JERSEY 07102

The undersigned, having familiarized themselves with the Request for Proposal and all attachments, with the Scope of Work as prepared by the *AUTHORITY* and with local conditions affecting the cost of the work, hereby submit this Proposal to furnish all labor, materials, services, equipment and related items required to complete the entire Scope of Work which is to provide educational and/or career training for NHA Section 3 participants. The term of the contract shall be for a term of twenty-four months with an option to renew for a period of one (1) year at the sole discretion of the NHA.

The prospective respondent acknowledges by submitting this Proposal that he has reviewed all documents of the RFP and the physical, regulatory, environmental, and social conditions of the site and the Scope of Work to be performed, and that the Budget and the completion times are based on the Respondent's knowledge of and unconditional acceptance of the contract conditions.

The work shown in the Budget and any specifications shall be proposed as itemized budget prices. The Itemized Budget Prices should include, but are not limited to, labor, materials, insurance, overhead and profit.

Sworn to and subscribed before
me this _____ day of

_____, 2013.

Firm Name / Respondent

Name

Notary Public

My Commission Expires: _____

Title

(NOTARY SEAL)

Signature of Respondent

PART 3

SECTION 2

EVALUATION FORM

RFP #13-S-017
EVALUATION FORM

Description of Work: **RFP #13-S-017 Section 3 Educational and Vocational Training Program**

FIRM NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE #: _____

FACSIMILE #: _____

CONTACT PERSON: _____

All proposals will be evaluated in accordance with the following evaluation criteria as set below.

EVALUATION CRITERIA	POINT VALUE
Approach to Training Residents and Eligible Section 3 participants • Adequacy (10) • Completeness (10) • Proposed Methodology (10) • Organization (5)	35
Capacity of Trainers • Total Staff and Support (5) • Resources (5) • Ability to Commence Immediately (5) • Ability to Perform Work Within Time Period Set Forth (5)	20
Experience/Past Performance The Evaluation Committee will review the Respondent's past experience, quality of work on similar projects within the past five (5) years, and relevance to performance of the statement of work for this RFP. Information should be included on: • Experience in this area • References	15
Performance Based Deliverables • Enrollment (5) • Completion of Course (10) • Pass State Exam / Employment (5)	20
Responsiveness to the NHA's Submission Requirements	10
TOTAL POINTS AVAILABLE	100

The NHA reserves the right to make an award to the responsive and responsible Respondent whose offer conforms to the solicitation and is most advantageous to the NHA (i.e., that which represents the overall best value), cost or price and other factors considered.

Sworn to and subscribed before me this _____ day

of _____, 2013

Notary Public

(Affiant)

(Print name and title of affiant)

PART 3

SECTION 3

STOCKHOLDER DISCLOSURE CERTIFICATION

NON-CURABLE DOCUMENT
FORM MUST BE COMPLETED

*****NON-CURABLE ITEM*****

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.

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. Continue on additional page if necessary.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2013.

Name

 (Notary Public)

Title

My Commission expires: _____

Signature

(NOTARY SEAL)

(CORPORATE SEAL)

PART 3

SECTION 4

SUBCONTRACTOR CERTIFICATION

NON-CURABLE DOCUMENT
FORM MUST BE COMPLETED

*****NON-CURABLE ITEM*****

SUB-CONSULTANT LISTING

Please list the names of all subcontractors to be used on this project. (Add additional sheets where necessary). The subcontractor certification form must be completed for each firm listed.

All subcontractors designated by the respondent shall be capable of doing the work and must have adequate financial resources and experience to perform the work specified. Information regarding the work experience of the designated subcontractor shall also be provided with the proposal. Specifically, the respondent shall include a listing of all relevant jobs performed by the subcontractor within the past two (2) years.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____



The Respondent will not be using any subcontractors.

THIS FORM MUST BE SIGNED, NOTARIZED AND SUBMITTED BY THE RESPONDENT.

Sworn to and subscribed before
me this _____ day of

_____, 2013.

Firm Name / Respondent

Notary Public

Name

My Commission Expires: _____

Title

(NOTARY SEAL)

Signature of Respondent

*****NON-CURABLE ITEM*****

SUBCONTRACTOR CERTIFICATION FORM

All subcontractors designated by the respondent shall be capable of doing the work and must have adequate financial resources and experience to perform the work specified. Information regarding the work experience of the designated subcontractor shall also be provided with the proposal. Specifically, the respondent shall include a listing of all relevant jobs performed by the sub-consultant within the past two (2) years.

Please print the following information legibly. *NOTE:* Provide this information on additional sheets, as required, in accordance with the following format.

How many years has sub-consultant been engaged in this particular field? ____ years.

Subcontractor

Firm Name _____

Address _____

Contact Person _____

Telephone # _____

Facsimile # _____

Trade _____

State License # _____

THIS FORM TO BE SIGNED, NOTARIZED AND SUBMITTED BY THE SUBCONTRACTOR

Sworn to and subscribed before
me this _____ day of

_____, 2013.

Subcontractor Name

Name

Notary Public

My Commission Expires: _____

Title

(NOTARY SEAL)

Signature of Subcontractor

Provide a list of relevant contracts (company/firm) completed by sub-consultants within the last two (2) years.

DO NOT INCLUDE WORK WITH THE HOUSING AUTHORITY OF THE CITY OF NEWARK.

(This form may be duplicated.)

1.	Company Name	Telephone #	Completion Date
	Address	Contact Person	
	City/State/Zip	Contract Amount	
2.	Company Name	Telephone #	Completion Date
	Address	Contact Person	
	City/State/Zip	Contract Amount	
3.	Company Name	Telephone #	Completion Date
	Address	Contact Person	
	City/State/Zip	Contract Amount	

PART 3

SECTION 5

ACKNOWLEDGMENT OF
ADDENDUM(S) AND/OR
CLARIFICATION(S)

NON-CURABLE DOCUMENT
FORM MUST BE COMPLETED

*****NON-CURABLE ITEM*****

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/CLARIFICATION

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

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



No Addenda/Clarification were received:

THIS FORM MUST BE SIGNED AND SUBMITTED BY THE RESPONDENT.

Acknowledged for: _____
(Name of Firm/Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____

PART 3

SECTION 6

BUSINESS REGISTRATION
CERTIFICATE &

SUBCONTRACTOR(S) BUSINESS REGISTRATION CERTIFICATE(S)

SAMPLE

BUSINESS REGISTRATION CERTIFICATES (only these forms will be accepted!)

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	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM-BRC(08-01)	Acting Director	
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

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

PART 3

SECTION 7

AFFIRMATIVE ACTION PROGRAM –

AFFIDAVIT OF MINORITY BUSINESS /
HUD SECTION 3 ENTERPRISE PARTICIPATION

AFFIDAVIT OF
MINORITY BUSINESS/HUD SECTION 3 ENTERPRISE PARTICIPATION

STATE OF _____ :
 _____ :
 COUNTY OF _____ : SS

_____, being first sworn states: That I, _____, the respondent (am a Partner, Director, or Owner of the responding firm) submitting the foregoing proposal and that said party will comply with the requirements of the Equal Business Opportunity Program of the Housing Authority of the City of Newark and in furtherance thereof agrees to subcontract at least thirty percent (30%) of the goods or services to be awarded in a contract to a certified minority business entrepreneur. The respondent shall acquire the stated percentage of goods or services to be supplied hereunder from the following minority business enterprise(s):

Minority Business HUD Section 3 Enterprise (address and phone number)	Percent of Proposal (or dollar value)	Product or Service
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I understand that nothing herein obligates the Housing Authority of the City of Newark to approve of said Equal Business Opportunity Program as a supplier or subcontractor for the goods and/or services stated and that the Authority may require the contractor/respondent to substitute suppliers or subcontractors other than the one(s) specified. In addition, it is understood and agreed that nothing herein gives any MBE/WBE an enforceable right against the Housing Authority of the City of Newark.

Sworn to and subscribed before
me this _____ day of

_____, 2013.

Firm Name / Respondent

Notary Public

Affiant Name

My Commission Expires: _____

Affiant Title

(NOTARY SEAL)

Affiant Signature

PART 3

SECTION 8

AFFIDAVIT OF NON-COLLUSION

AFFIDAVIT OF NON-COLLUSION

STATE OF _____ :
 _____ : SS
 COUNTY OF _____ :

The undersigned, being duly sworn according to law, deposes and says:

1. that, as 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 submitting a proposal, 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 price of affiant or of any other respondent, or to fix any overhead, profit or cost element of said proposal price, or of that of any other respondent, or to secure any advantages against the Newark Housing Authority, or any person interested in the proposed contract; and that all statements in said proposal are true.

2. The respondent further certifies that he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing on any public contract within the last three (3) years. Such act or conviction does not automatically disqualify a respondent, but may be grounds for administrative suspension or grounds for consideration by NHA as to whether NHA should decline to award a contract to such a respondent on the basis of a lack of responsibility. If respondent has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing on any public contract within the past three (3) years, respondent should attach an explanation of the circumstances surrounding that conviction.

Sworn to and subscribed before
 me this _____ day of

_____, 2013.

 Firm Name / Respondent

 Notary Public

 Affiant Name

My Commission Expires: _____

 Affiant Title

(NOTARY SEAL)

 Affiant Signature

PART 3

SECTION 9

AFFIDAVIT OF NON-DEFAULT

AFFIDAVIT OF NON-DEFAULT

STATE OF _____ :
: SS
COUNTY OF _____ :

The undersigned, being duly sworn according to law, deposes and says that, as the party making the foregoing 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 period beginning ten (10) years ago the date of this certification, and except as shown by me on the attachment, I have not experienced defaults or non-compliance 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 legal or 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. (A felony is any offense punishable by imprisonment for more than one (1) year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two (2) years or less.)
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 of the City of Newark or the Newark Housing Authority 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 or a Resident Commissioner 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 Newark Housing Authority who is prohibited or limited by law from contracting with the NHA.
12. For the period beginning five (5) years prior to the date of this certification, and except as shown by me on the attachment, I have not been suspended, debarred 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 facts and circumstances, which I think, helps to qualify me as a responsible Principal for participation in this project.

Sworn to and subscribed before
me this _____ day of

_____, 2013.

Firm Name / Respondent

Notary Public

Affiant Name

My Commission Expires: _____

Affiant Title

(NOTARY SEAL)

Affiant Signature

PART 3

SECTION 10

DRUG FREE WORK-PLACE
CERTIFICATION

DRUG-FREE WORK-PLACE CERTIFICATION

DRUG-FREE WORK-PLACE ACT OF 1988

41 U.S.C. 701, et seq.

54 FED. REG. 4946, et seq.

The undersigned hereby certifies that he/she will provide a drug-free work-place by publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Respondent's work-place and specifying the actions that will be taken against employees for violation of such prohibition;

1. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the work place;
 - b. The Respondent's policy of maintaining a drug-free work place;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employee for violations occurring in the work place;
2. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a):
3. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the Respondent of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such conviction;
4. Notify the Newark Housing Authority ("NHA") within ten (10) days after receiving notice under Subparagraph (d) (2) from an employee, or otherwise receiving actual notice, of such conviction;
5. Taking one of the following actions within thirty (30) days of receiving notice under Subparagraph (d) (2), with respect to any employee who is so convicted;
 - a. Taking appropriate personnel action against such employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free work place through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

7. Respondent is presently working at the following NHA Sites: _____
_____ or () none.

Sworn to and subscribed before
me this _____ day of

_____, 2013.

Firm Name / Respondent

Notary Public

Name

My Commission Expires: _____

Title

(NOTARY SEAL)

Signature of Respondent

PART 3

SECTION 11

CERTIFIED STATEMENT OF NON-DEBARMENT

PROVIDE NOTARIZED STATEMENT ON COMPANY LETTERHEAD

PART 3

SECTION 12

CERTIFIED STATEMENT OF NO
LIENS, SUITS AND JUDGMENTS

PROVIDE NOTARIZED STATEMENT ON COMPANY LETTERHEAD

PART 3

SECTION 13

JOINT VENTURE AGREEMENT
(if applicable)

PART 3

SECTION 14

STATEMENT OF RESPONDENT'S QUALIFICATIONS

STATEMENT OF RESPONDENT'S QUALIFICATIONS

NAME OF RESPONDENT: _____

RESPONDENT'S ADDRESS: _____

I. If a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's Name: _____

d. Vice President's Name: _____

II. If an individual or partnership, answer the following:

a. Date of Organization: _____

b. Name(s) and address(es) of Individual/Partners:

III. State background and experience of principals and key personnel.

It is necessary that the respondent present evidence that he has been in business for at least five (5) years, satisfactorily completing similar projects. In addition, he shall submit evidence that his company has the necessary equipment and resources to carry out this scope of work.

1. How many years has your organization been in business performing the type of work required under this contract?

2. State general character of work performed by your company.

3. We normally perform _____ % of the work with our own forces.

4. Have you ever failed to complete or defaulted on any contract awarded to you? If so, state circumstances.

5. Has any officer/partner of your organization ever been an officer/partner of any organization that failed to complete a service contract? If so, state name of individual, organization and reason thereof.

6. List any outstanding liens against your company.

7. Name of the supervisor proposed for this work.

8. Explain in what manner you have inspected site(s).

9. Name of the supervisor proposed for this work.

10. List recent contracts and amounts recently completed.

11. List trade references:

12. List bank references:

Credit available: Please list amount. \$_____

Will you, upon request, submit a detailed financial statement and furnish any other information required by the Housing Authority of the City of Newark? Yes (). No ().

13. Have you entered into contracts or received firm offers for materials required for preparing your response?
Yes (). No ().

Date:_____

Firm Name / Respondent

Name

Title

Signature of Respondent

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the NEWARK HOUSING AUTHORITY in verification of the recitals comprising this Statement of Respondent's Qualifications.

(Company Name)

(Signature)

(Title)

(Date)

AFFIDAVIT

State of New Jersey)
) SS:
County of _____)

_____, being duly sworn, deposes and says that he is _____
_____ of _____ and that the answers to the foregoing questions and all statements
therein contained are true and correct.

Sworn to and subscribed before
me this _____ day of _____, 2013.

Respondent

Notary Public

Affiant Name

My Commission Expires: _____

Affiant Title

(NOTARY SEAL)

Affiant Signature

PART 3

SECTION 15

PREVIOUS PARTICIPATION CERTIFICATION

(HUD FORM 2530)

Download from this website link

<http://portal.hud.gov/hudportal/documents/huddoc?id=2530.pdf>

PART 3

SECTION 16

REFERENCES

REFERENCES

COMPANY NAME: _____

CONTACT: _____

PHONE NUMBER: _____

PLEASE LIST AT LEAST THREE (3) REFERENCES OF CURRENT CUSTOMERS WHO CAN VERIFY THE QUALITY OF SERVICES PERFORMED BY YOUR COMPANY; INCLUDE COMPANY NAME, ADDRESS, CONTACT PERSON AND TELEPHONE NUMBER:

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE: _____

PART 3

SECTION 17

AFFIRMATIVE ACTION PROGRAM –
DESIGNATION OF COMPLIANCE OFFICER / EEO

PROVIDE ON COMPANY LETTERHEAD

DESIGNATION OF COMPLIANCE OFFICER/
EQUAL EMPLOYMENT OPPORTUNITY

Your Company
Street Address
City State Zip Code

Attention: All Employees

Mr./Ms. _____ has been appointed the Affirmative Action Compliance Officer, under the direct supervision of _____ for the _____. He/She will handle all complaints which allege discrimination because of race, creed, color or national origin ancestry, marital status, political affiliation, liability for service in the armed forces of the United States or physical/mental handicap (except to the extent that such disability prevents the applicant from performing the tasks related to his/her occupation, profession, office or craft). He/She will also handle all compliance situations relative to the Housing Authority of the City of Newark's Affirmative Action Program.

This company has pledged to abide by the provisions of the Civil Rights Act of 1964 and the current Executive Order relating to Equal Employment Opportunity.

Mr./Ms. J _____ Doe can be reached by telephone at _____. His/Her office address is at _____.

President/Director

Job Site

c: Office of Affirmative Action

PART 3

SECTION 18

AFFIRMATIVE ACTION PROGRAM –

AFFIRMATIVE ACTION
COMPLIANCE NOTICE

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.

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 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her response 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.

Date: _____

Respondent

Name

Title

Signature of Respondent

Certification

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

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

15-APR-2005

to **15-APR-2008**

S A M P L E



John P. Blum

State Treasurer

PART 3

SECTION 19

AFFIRMATIVE ACTION PROGRAM –
STATEMENT OF COMPLIANCE
BY ALL CONTRACTORS

AFFIRMATIVE ACTION PROGRAM

1. CONTRACTOR'S OBLIGATION. To be a responsive respondent, the contractor/respondent must submit the statements included herewith that sets forth the minimum Affirmative Action requirements of the Newark Housing Authority.

At a minimum, the contractor (and/or relevant subcontractors) shall submit with his proposal the following documentation explicated in detail below upon submitting a proposal for any particular materials, supplies or services:

- A. Certificate of compliance (narrative)
- B. Affidavit of MBE Participation
- C. Good faith in use of Section 3 business concern

The contractor shall not discriminate against employees and applicants for employment on the grounds of union membership, or because of race, color, religion, sex, or national origin.

The contractor (or relevant subcontractor) must also submit a signed narrative NHA "Statement of Compliance" with the Affirmative Action requirements pursuant to this document as well as all Federal, State, Municipal and Executive Order mandates.

2. SUBCONTRACTORS. Each prime contractor is responsible for the performance of his subcontractors for the implementation of the Affirmative Action Program during the performance of the contract. Whenever the contractor subcontracts a portion of services or materials, the subcontract shall bind the subcontractor to the obligations contained herein to the same extent as if he were the contractor.

NOTE: Contractor will not be paid any additional amount for minority participation or subcontractors.

STATEMENT OF COMPLIANCE BY ALL CONTRACTORS

AFFIRMATIVE ACTION PLAN

The employment policies and practices of the (YOUR COMPANY'S NAME) are to recruit and to hire employees without discrimination because of race, creed, color, or national origin, ancestry, marital status, political affiliation, liability for service in the armed forces of the United States or physical/mental handicap (except to the extent that such disability prevents the applicant from performing the tasks related to his/her occupation, profession, office or craft) and to treat them equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

This company submits this plan to assure compliance with Executive Order #11246 and subsequent orders and more specifically the Housing Authority of the City of Newark's Affirmative Action Plan that may pertain to this program and to reaffirm its continued commitment to a program of equal employment opportunity and merit employment policies.

It agrees to assert leadership within the community and to put forth the maximum effort to achieve full employment and utilization of the capabilities and productivity to all who apply for employment on an equal basis.

This company further recognizes that the effective application of a policy of merit employment involves more than a policy statement and will, therefore, undertake a program of affirmative action to make known that equal employment opportunities are available on the basis of individual merit and to give notice to all persons seeking employment and to strive for advancement on this basis.

Address:

Respondent

Job Site:

Name

Date: _____

Title

(CORPORATE SEAL)

Signature of Respondent

PART 3

SECTION 20

STATEMENT OF COMPLIANCE -WAGES

STATEMENT OF COMPLIANCE - WAGES

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) issued by the Secretary of Labor under the Copeland Act, as amended (43 Stat. 948, 63 Stat. 108, 72 Stat. 967; U.S.C. 276), 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.

(CORPORATE SEAL)

Respondent

Date: _____

Name

Title

Signature of Respondent

PART 3

SECTION 21

FINANCIAL STATEMENT

FINANCIAL STATEMENT

 NAME OF FIRM

 DATE

CURRENT ASSETS:

Cash	\$ _____
Joint Venture Account	\$ _____
Accounts Receivable	\$ _____
Notes Receivable	\$ _____
Accrued Interest on Notes	\$ _____
Deposits	\$ _____
Material and Prepaid Expense	\$ _____

Total Current Assets	\$ _____
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FIXED ASSETS NET:	\$ _____
-------------------	----------

OTHER ASSETS:	\$ _____
---------------	----------

TOTAL ASSETS :	\$ _____
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CURRENT LIABILITIES :

Accounts Payable	\$ _____
Notes Payable	\$ _____
Accrued Interest on Notes	\$ _____
Provisions for Taxes	\$ _____
Accrued Salaries	\$ _____
Payroll Taxes	\$ _____
Other	\$ _____

Total Current Liabilities	\$ _____
---------------------------	----------

OTHER LIABILITIES	\$ _____
-------------------	----------

CAPITAL:

Capital Stock	\$ _____
Authorized and Outstanding	
Shares, Par Value	\$ _____
Earned Surplus	\$ _____

TOTAL LIABILITIES & CAPITAL:	\$ _____
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PART 3

SECTION 22

SECTION 3 OPPORTUNITY PLAN

SCHEDULE D

PART 3

SECTION 23

GENERAL CONDITIONS OF THE CONTRACT FOR NON-CONSTRUCTION

(HUD FORM 5370-C)

Download from this website link

<http://www.hud.gov/offices/adm/hudclips/forms/files/5370-C1.pdf>

PART 3

SECTION 24

INSTRUCTIONS TO OFFERORS (NON-CONSTRUCTION)

(HUD FORM 5369-B)

Download from this website link

http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12131.pdf

PART 3

SECTION 25

CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS (NON-CONSTRUCTION)

(HUD FORM 5369-C)

Download from this website link

http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12132.pdf

PART 3

SECTION 26

CERTIFICATION OF PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS

(HUD FORM – 50071)

Download from this website link

<http://portal.hud.gov/hudportal/documents/huddoc?id=50071-cert-of-training.pdf>