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REQUEST FOR PROPOSALS

MULTI-SERVICE RENT PAYMENT SYSTEM AND RELATED SERVICES

11-S-023

PART I of III

SCOPE OF SERVICES

CONTRACTS DIVISION

SUBMISSION DATE
June 7, 2011
BY 3:00PM

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**NEWARK HOUSING AUTHORITY
500 BROAD STREET
NEWARK, NEW JERSEY 07102**

REQUEST FOR PROPOSAL

MULTI-SERVICE RENT PAYMENT SYSTEM AND RELATED SERVICES

RFP #11-S-023

The Newark Housing Authority (NHA) is soliciting proposals from qualified firms capable of providing a multi-service rent payment system infrastructure and related services to provide NHA housing residents multiple, convenient methods (e.g., phone, online, and merchant network accepting cash, money order, credit card, debit card, etc.) of rent payment, and to assist NHA in the timely collection, deposit, crediting and reporting of rents. The contract shall be for a period of three (3) years with two (2) one-year options to renew at the sole discretion of NHA.

Interested and qualified firms are invited to obtain a copy of the Scope of Services for this RFP from Lori Drimba, Newark Housing Authority, Contracts Division, 500 Broad Street, 5th Floor, Newark, New Jersey 07102, telephone: (973) 273-6426, or via the NHA website at www.newarkha.org.

A pre-proposal conference is scheduled for Wednesday, May 18, 2011 at 10:00 a.m. at the address noted above.

An original and five (5) copies, plus one (1) electronic version of the proposal on either a CD or disk, in MSWord or .pdf file format, of the response to this RFP shall be received no later than 3:00 p.m. on Tuesday, June 7, 2011, shall be submitted to:

NEWARK HOUSING AUTHORITY
Attn: Shari G. Hamilton, Contracts Division
500 Broad Street, 5th Floor
Newark, New Jersey 07102

All responses shall be clearly marked **“The Newark Housing Authority RFP #11-S-023, “MULTI-SERVICE RENT PAYMENT SYSTEM AND RELATED SERVICES.”**

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 NHA reserves the right to accept any and all proposals, or to waive any informality on the proposals and the right to reject proposals. No proposal shall be withdrawn for a period of one hundred twenty (120) days subsequent to the due date of the proposals, without the prior written consent of the NHA.

**NEWARK HOUSING AUTHORITY
KEITH D. KINARD
EXECUTIVE DIRECTOR**

RFP INFORMATION AT A GLANCE

NHA CONTACT PERSON	Lori Drimba Telephone: 973.273.6424 Email: ldrimba@newarkha.org
PRE-PROPOSAL CONFERENCE	Wednesday, May 18, 2011 TIME: 10:00 a.m. Finance Department Conference Room 500 Broad Street, Newark, NJ 07102
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	1. As instructed within Section 5.0 of the RFP document, submit one original, five (5) "hard" copies and one "soft" copy of your proposal to the NHA Procurement & Contracts office; 2. As instructed within Section 2.3, any submissions not including the Non-Curable items will be rejected.
QUESTIONS RELATED TO RFP PROPOSAL OPPORTUNITIES DUE, IN WRITING, TO NHA	Monday, May 23, 2011 by 10:00 A.M. NHA Procurement & Contracts Office via email: ldrimba@newarkha.org w/copy to shamilton@newarkha.org ; or via facsimile to: 973.273.6459
RELEASE OF ANY REQUIRED ADDENDUM	Thursday, May 26, 2011 Answers to written questions distributed by NHA via addendum.
PROPOSAL SUBMISSION DEADLINE	Tuesday, June 7, 2011 3:00 p.m. Newark Housing Authority Contracts & Procurement Division 500 Broad Street, 5 th Floor Newark, NJ 07102 The proposal must be received in-hand and time-stamped by the NHA by no later than 3:00 p.m. on this date.
ORAL PRESENTATIONS BY RESPONDEDNTS DETERMINED TO BE IN THE COMPETITIVE RANGE	Monday, June 13, 2011
ANTICIPATED AWARD DATE	Thursday, June 23, 2011 by action of the NHA Board of Commissioners

SECTION 1.0 INTRODUCTION / BACKGROUND

A. Introduction

The Housing Authority of the City of Newark is a tax-exempt governmental entity established under State Law in 1938, and formed under the United States Housing Act of 1937. It is the largest public housing authority in New Jersey and the eleventh largest in the nation. The Agency's portfolio consist of 44 public housing communities with a total of over 8,000 rental units scattered throughout the City of Newark, collecting approximately \$18 million in annual rent receipts. NHA also administers up to 4,000 Housing Choice Vouchers (Section 8) within the city limits. Our mission is to invest in our families by building and maintaining affordable housing to encourage economic independence and healthy communities.

The Housing Authority of the City of Newark ("NHA") hereby requests proposals from qualified firms (hereinafter, "Offerors") capable of providing a multi-service rent collection infrastructure and related services to provide NHA housing residents multiple, convenient methods (e.g., phone, online, and merchant network accepting cash, money order, credit card, debit card, etc.) of rent payment, and to NHA assist in the timely collection, deposit, crediting and reporting of rents.

Offers who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to a designated committee of the Authority. The oral presentation will provide an opportunity for the Offeror to demonstrate its product(s), clarify or elaborate on the proposal, and for NHA to address any fact finding or other desired inquiries. Oral presentations will not include negotiation. The anticipated date of oral presentation(s) is included in the schedule provided. Offerors should be prepared to participate in oral presentation in the event of placement in the competitive range. NHA reserves the right to make an award without the benefit of oral presentations.

B. Background

Rent collection is currently facilitated through a lock-box system wherein rent payments—negotiable notes (check or money order) and a rent payment coupon—are mailed by NHA residents to a Post Office Box ("PO Box"). The PO Box is owned by the NHA banking partner—currently Wells Fargo—who contracts with a third party for payment processing. Payment data is provided back to NHA through the banking partner, and is uploaded into the NHA system of record—VisualHomes—daily. Certain rent payments that require special handling are processed in the system of record directly by NHA staff.

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 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 10 days written notice to the successful proposer(s).
- The NHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 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 shall reserve the right to at any time during the RFP or contracting processes to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.
- The NHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- The NHA reserves the right to award all or a portion of the award to one or more responsible responsive Offerors.

2.2 OFFEROR'S RESPONSIBILITIES – CONTACT WITH THE NHA

It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the Director of Procurement & Contracts, Shari G. Hamilton, or Lori Drimba, Contract Coordinator. Proposers 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 submittal received from any proposer who has not abided by this directive.

2.3 NON-CURABLE ITEMS

The following documents 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 nonresponsive 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-consultants as required by NJSA 40A:11-16
3. A document from the respondent to acknowledge receipt of any notice, clarification, revisions or addenda to the advertisement or proposal documents, if applicable, the respondent acknowledges same pursuant to NJSA 40A:11-23.2e

Each proposal form must: provide the full business address, telephone, facsimile, and e-mail address (if available); the name, title, telephone number and email address of the primary contact person for this solicitation; and be signed by an authorized representative as follows:

Partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.

Corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated; and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.

Sole-proprietorship shall be signed by the proprietor.

When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

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 and suppliers 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 BRC 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, 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

Proposals may be rejected for any of the following reasons:

1. Any non-curable defects pursuant to N.J.S.A. 40A: 11-23.2
2. All proposals pursuant to N.J.S.A. 40A: 11-13.2;
3. If more than one proposal is received from an individual, firm or partnership, corporation or association under the same name;
4. Multiple proposals from an agent representing competing respondents;
5. The proposal is inappropriately unbalanced;
6. The respondent is determined to possess, pursuant to N.J.S.A. 40A: 11-4b, Prior Negative Experience; or
7. If the successful respondent fails to enter into a contract within 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** as **NO PROPOSAL**, and the proposal shall be returned to the respondent.

2.6 METHOD OF CONTRACT AWARD

1. 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 proposal shall be subject to the availability and appropriation of sufficient funds annually.
2. The form of contract shall be submitted by the NHA to the successful respondent. Terms of the specifications/proposal package prevail. Respondent exceptions must be formally accepted by the NHA.

2.7 PROTESTS

The NHA's policy for Protests stipulates, "Any protest against a solicitation must be received before the due date for the receipt of bids or proposals, and any protest against an award of a contract must be received within five (5) calendar days after the award of a contract, or the protest shall not be considered. All protest shall be in writing, submitted to the Director of Procurement & Contracts, who shall issue a written decision on the matter." The Director of Procurement & Contracts may, after concurrence of the Chief Legal Officer and with approval of the Executive Director, at his or her discretion, suspend the procurement pending resolution of the protest if warranted by the facts presented.

SECTION 3.0 SCOPE OF SERVICES

NHA's objective is to provide multiple rent payment options to its residents in order to increase total rent collection in accordance with lease terms, ensure accurate accounting and timely crediting to appropriate accounts. Proposal must address the Offeror's ability to meet the scope of services listed below. The listing represents services desired by NHA, and is not intended to be exhaustive or complete. Offeror may address additional features or functions of their proposed solution, provided such additional features and functions clearly aid in meeting the stated objectives.

- Automated rent collection system that allows for multiple payment processes including: internet, telephone, check/money order scan, lock-box, etc.;
- System implementation without changes to the current property management system of record—VisualHomes, including service pack requirements, network equipment, servers or printers.
- Support large numbers of concurrent users without performance degradation, especially during peak rent payment periods, i.e., 1st-5th days of each month;
- Multiple, physical payment locations including remote merchant and NHA site locations with shut-off capability (e.g., accept payments at NHA locations from the 1st – 5th days of the month only);

- Multiple forms of payment including cash, money order, check, debit card, credit card, etc. with fund guarantee;
- Account for payment transactions in accordance with the NHA Account Coding Structure ("ACS") that consists of an 18-digit chart of accounts in the format XXXX-XXXXXX-XXXX-XXXX (Fund-Account-Asset Management Property-Community);
- Post payments to resident accounts within 24 hours of payment transaction;
- Flag resident accounts for special handling, e.g., cash or money order only; restrict pay location, etc.
- Data reporting and analysis at the Community level with roll-up and drill-down capability;
- Data feed(s) to property management system of record on a scheduled basis;
- Secure, web-based access to account data via internet with view and update capability;
- Training for NHA staff and residents;
- Comprehensive, ongoing marketing to NHA's resident communities;
- Other ancillary services as NHA may request as it relates to refining and enhancing the rent collection platform. Such services may include, but are not limited to: participation in meetings and presentations to provide updates on industry events and developments or changes in applicable laws or regulations that may affect NHA's rent collection strategy; or problem-solving exercises to address specific rent collection challenges.

SECTION 4.0 PROPOSAL REQUIREMENTS

The purpose of the Proposal is to allow the Offeror to demonstrate its: products, qualifications, experience, and competitive differentiators; understanding of the Authority's rent collection requirements; applicable regulatory requirements; and ability to provide the requisite array and level of service(s). The proposal should address all the points outlined herein:

4.1 LETTER OF INTEREST:

The letter of interest should include an affirmative statement of interest in the RFP, 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, along with direct contact information.

4.2 NON-CURABLE DOCUMENTS:

Stockholders Disclosure Certification - N.J.S.A. 52:25-24.2 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 bid or accompanying the bid of said corporation or partnership, the bidders 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.

Listing of sub-contractors and certification form – A signed listing of all sub-contractors to be used, and completion of certification form for each.

Acknowledgement of Receipt of Addenda/Clarifications – A document provided by Newark Housing Authority in the proposal documents for the respondent to acknowledge its receipt of any notice, revisions, addenda or clarifications to the advertisement or proposal documents.

4.3 COMPANY AND PERSONNEL:

4.3.1 Overview

- a. Provide an overview of respondent's company, emphasizing the qualifications and major organizational strengths and achievements that would serve NHA and its purpose.
- b. Identify and provide brief resumes of the specific individuals who would be assigned to work with the NHA, specifying which team member(s) would be the primary person(s) working with NHA during implementation and post-implementation.

4.3.2 Experience

- a. Describe firm's experience in providing rent collection solutions/options for comparably sized (or larger) multi-family housing operations.
- b. Provide a listing of rent collection options (reference Section 3.0 Scope of Services) available to customers through your company and its partners, if any.
- c. Describe any unique features or capabilities that distinguish your company, products and services from its competitors.
- d. Provide a summary of relevant industry leadership roles held by the company, its principals or key employees.

4.4 PRODUCTS AND SERVICES:

Proposal shall include a detailed description of the products and services offered to achieve the objectives stated herein. Information provided in this section will be relied upon heavily to evaluate offers (refer to Evaluation Criteria #3). ***Do not provide pre-packaged product sales collateral without accompanying text specific to this solicitation.*** Descriptions should include, but not be limited to:

- Technology platform(s) including operating systems, applications, hardware, distribution channels, etc.;
- Required/recommended customer hardware and software;
- Rent collection features and functions;
- Reporting and dashboard capabilities;
- Graphical/Tabular and printable formats;
- Storage capacity;
- Business continuity/system integrity;
- Security (must address secure access, user accounts, security rights; company policies and procedures for document, personnel, and facility security, etc.);
- Technology roadmap;
- Account Management;
- Customer services (scope and access);
- Escalation protocols.

4.5 IMPLEMENTATION

Each proposal should include a draft implementation plan assuming a go-live date of August 1, 2011. The plan should include sufficient detail to determine required tasks and anticipated durations, roles and responsibilities, key milestones, deliverables, testing, training, and post-go-live monitoring. Any critical inputs required of NHA should be highlighted. Draft plans should be submitted in MSPProject, MSWord (preferably 2007) format.

4.6 PAST PERFORMANCE HIGHLIGHTS

Describe, in case study format, any innovative rent collection strategies, products or services provided to **current or past customers** that resulted in an increase in total rent collection (on a percentage basis), and a corresponding decrease in collection time (in number of days beyond the rent due date). Description(s) must include delivered solutions, hard data, and verifiable outcomes. A minimum of two (2) case studies is encouraged.

4.7 REFERENCES

Provide current references from at least three (3) organizations or clients that can address your specific capabilities as they relate to the requirements of the RFP. **Public and multi-family housing customer references are highly desirable.** In addition, include the following lists:

1. Municipal or government organizations currently represented and for what type(s) of service (provide contact names and telephone numbers); and
2. Clients in the state of New Jersey with whom you have a working relationship.

4.8 FINANCIAL STATEMENT

Offeror, and any joint venture partner shall demonstrate its financial stability by the submission of audited financial statements or annual reports from the previous two (2) years, or the two (2) most recently available, or such other information as is reasonably acceptable to the NHA. Offerors must inquire of, and receive affirmation of acceptability from NHA prior to the Due Date if other financial information is to be provided.

4.9 OTHER REQUIRED SUBMISSION DOCUMENTS:

Each Offeror is required to submit, in addition to those listed in items 4.1-4.5, the documents included in the *Submission Documents* package. These include:

- Checklist
- Price Proposal
- Evaluation Form
- Affirmative Action Compliance Notice
- Affidavit of Non-Collusion
- Affidavit of Non-Default
- Drug Free Work Place Certification

- Debarment Statement – submit notarized statement, on the company letterhead, that the respondent and principal(s) are not debarred, suspended or otherwise prohibited from providing products or services to any federal, state or local agency.
- Liens, suits or judgments – submit notarized statement on the company letterhead, indicating a description of any disputes, suites, judgments and liens during the past two (2) years.
- Form HUD 5369-C: Certifications and Representations of Offerors
- Form HUD 2530: Previous Participation Certification
- Business Registration Certificate – N.J.S.A. 52:32-44 requires that each vendor submit proof of business registration prior to contract award. Proof of registration shall be a copy of the firm's Business Registration Certificate ("BRC"). If the proposal includes the use of named sub-contractors, the BRC for those sub-contractors must also be submitted prior to contract award.
- Joint venture agreement (if applicable).

SECTION 5.0 GENERAL INSTRUCTIONS

Proposal Submission deadline is Tuesday, June 7, 2011 at 3:00 p.m. It is the Offeror's responsibility that proposals are presented to NHA at the time and at the place designated. Proposals may be hand delivered or mailed; however, NHA disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by prioritized mail service, the solicitation designation above must also appear on the outside of the prioritized mail envelope. Proposals received after the designated time and date will be returned unopened.

Offerors are asked to submit an original and five (5) copies, plus one (1) electronic version of the proposal on either a CD or disk, in MSWord or .pdf file format 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 proposal number.

5.1 QUESTIONS

All communications, including questions and requests for information, must be addressed in writing to: Newark Housing Authority, Contracts Division, 500 Broad Street, 5th Floor, Newark, N.J. 07102, Attention: Shari Hamilton, Director of Procurement & Contracts, or via email to shamilton@newarkha.org, with copy to Lori Drimba, ldrimba@newarkha.org, or via facsimile 973.273.6459. The deadline for receipt of questions pertaining to this proposal will be Monday, May 23, 2010 by 10:00 a.m.

The Director of Procurement & Contracts will respond to all such inquiries in writing by addendum to all prospective proposers (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—when decisions pertaining to the RFP are made—between the NHA and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers.

5.2 INTERPRETATION AND ADDENDA:

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

5.3 DESCREPANCIES 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 6.0 EVALUATION AND SELECTION CRITERIA

NHA will make its selection based upon the evaluation criteria described below. NHA will evaluate only those firms that have been determined responsible, and whose proposals are determined responsive to the requirements of this RFP.

EVALUATION CRITERIA	MAXIMUM POINTS
Criteria #1—Previous Experience. Providing rent collection solutions to multi-family organizations, including public housing authorities and/or not-for-profit entities, incorporating the requirements identified in this RFP. Reference Part I, Section 4.3 Company and Personnel and 4.6 References.	20
Criteria #2—Past Performance. Success in delivering innovative rent collection solutions that met or exceeded customer requirements and expectations. Examples provided must be specific, verifiable and repeatable. Reference Part I, Section 4.6 Past Performance Highlights.	20
Criteria #3—Product and Service Capability. Ability to delivery desired functionality and alignment with requirements and objectives as set forth herein. Reference Section 4.4 Products and Services.	30
Criteria #4—Ease of Implementation. Level of effort required to implement the recommended solution at NHA. Reference Part I, Section 4.5 Implementation.	10
Criteria #5—Service After the Sale. Level of support to NHA and system users post-implementation, including reporting, suggested changes/enhancements, problem/issue resolution, etc. Reference Section 4.4 Products and Services.	20
Bonus Criteria—Minority/Women-Owned Business Enterprise Utilization. Offeror's demonstrated ability to utilize Minority/Women Owned Business in the implementation and delivery processes.	5 BONUS
TOTAL AVAILABLE POINTS	105

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. Official award is made by action of the NHA Board of Commissioners.

SECTION 7.0 ADDITIONAL INFORMATION

7.1 INSURANCE REQUIREMENTS

Before commencing of services under this project, the Offeror shall furnish to the Authority 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 Authority 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 services are to be provided.
- b. Professional Liability Insurance covering claims made at any time prior, during, or subsequent to completion of the 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 services with a limit of not less than \$2,000,000 with a deductible not more than \$10,000.
- d. Comprehensive Automobile Liability Insurance covering non-owned and hired vehicles, as well as for owned vehicles for bodily injury and property damage with a combined single limit of no less than \$1,000,000.00 (each accident) per occurrence.

Where an amendment to the policies is required as a result of a contract with the Authority, the amendment shall be made prior to the signing of said contract.

The Offeror shall require each sub-contractor to furnish it 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-contractor's activities. Sub-contractor certificates of insurance are to be forwarded to the Authority upon receipt by the Offeror.

7.2 AFFIRMATIVE ACTION STATEMENT AND SECTION 3 PARTICIPATION

The goal of the NHA Affirmative Action Program is to expend with minority and women-owned business enterprises ("M/WBE") thirty percent (30%) of the dollar value of the total contract awards and purchases during each fiscal year.

7.2.1 M/WBE PARTICIPATION:

The Respondent's commitment to Affirmative Action and M/WBE firms shall be demonstrated by submittal of evidence indicating the utilization of M/WBE firms as subcontractors or Joint Venture partners.

7.2.2 HUD SECTION 3 PARTICIPATION:

- 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 March 17, 1999, 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 who are recipients of HUD assistance for housing, and with this contract.

- 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 Respondent 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 Respondent'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 Respondent 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 finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Respondent will not subcontract with any sub-consultant where the Respondent has notice or knowledge that the sub-consultant has been found in violation of the regulations in 24 CFR Part 135.
- E. The Respondent will certify that any vacant employment positions, including training positions, that are filled (1) after the Respondent 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 Respondent'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).

7.2.3 MANDATORY AFFIRMATIVE ACTION CERTIFICATION (The following are mandatory requirements of this proposal and contract.)

For Goods and Services: 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.

7.3 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 NHA harmless.

7.4 TRUTH IN CONTRACTING

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

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- 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.
- N.J.S.A. 2C:27-11 provides that a bidder 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.

7.5 TERMINATION OF CONTRACT

1. 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.
2. 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.
3. The respondent agrees to indemnify and hold the owner harmless from any liability to sub-consultants/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the NHA under this provision.
4. 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.
5. 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.
6. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC. It is understood by all parties that if, during the life of the contract, the respondent disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party; all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original proposal/contract. Any change shall be approved by the NHA. The respondent will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the NHA. The NHA may terminate the contract for convenience by providing 60 calendar days advanced notice to the respondent.

7.6 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.

7.7 FORM OF AGREEMENT/CONTRACT AWARD

The SAMPLE form of agreement is included in Part II. Standard Documents. Respondents should review the Sample agreement and not any exceptions or changes. ***There will be no post-award negotiation of contract terms and conditions.***

Award will be made by action of the NHA Board of Commissioners. It is anticipated that contract award will be made on June 23, 2011.



Executive Director
KEITH D. KINARD

Chairperson
MODIA BUTLER

Board of Commissioners
GLORIA CARTWRIGHT
LENIN CRUZ
RASHARD CASEY
ANGELLA PALMER
NANCY PEREZ

REQUEST FOR PROPOSALS

MULTI-SERVICE RENT PAYMENT SYSTEM AND RELATED SERVICES

11-S-023

PART II of III

STANDARD DOCUMENTS

CONTRACTS DIVISION

SUBMISSION DATE
June 7, 2011
BY 3:00PM

NEWARK HOUSING AUTHORITY
MULTI-SERVICE RENT PAYMENT SYSTEM AND RELATED SERVICES

11-S-023

PART II

STANDARD DOCUMENTS

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PART II

SECTION 1

SAMPLE CONTRACT

**SAMPLE CONTRACT
FOR
MULTI-SERVICE RENT PAYMENT SYSTEM AND RELATED SERVICES
RFP #11-S-023**

THIS CONTRACT, entered into as the _____ day of _____ in the year Two Thousand and Eleven, by and between the NEWARK HOUSING AUTHORITY, 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 "NHA", and, _____ a corporation organized and existing under the laws of the State of New Jersey, with its principal place of business at _____, in the City of CITY, County of COUNTY and State of STATE, hereinafter called "Company".

The Authority solicited proposals from qualified firms for a multi-service rent payment system and related services for the Authority. The Authority has accepted the proposal of the Company to perform said work. Said proposal becomes part of this contract. Both parties are mutually desirous of entering into a contract as follows.

ARTICLE 1: SCOPE OF SERVICES

The scope of services shall include, but not limited to, the following:

(INSERT SCOPE OF WORK)

ARTICLE 2: CONTRACT TERM

The contract term shall commence on or about August 1, 2011 for a period of three (3) years, ending on July 31, 2014, with two (2) one-year options to renew at the sole discretion of the Authority.

ARTICLE 3: CONTRACT VALUE

The contract value shall be in the amount of [\$_____] for the three (3) year base period; and [\$_____] for the first option period; and [\$_____] for the second option period; for a total contract value not to exceed [\$_____] or five years, whichever comes first.

ARTICLE 4: COMPENSATION AND METHOD OF PAYMENT

The Authority shall pay the Company for services rendered pursuant to this contract in accordance with the attached fee schedule (Attachment 1). Payment shall be in current funds, subject to additions and deductions as provided in the contract documents.

The award of this contract is subject to approval of the Newark Housing Authority's Board of Commissioners and the continuing availability of funds after approval. The aforementioned conditions also apply to any payment due 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%) of the aggregate contract value must be approved by action of the Board of Commissioners.

ARTICLE 5: INSURANCE

Before commencing work, the Company shall furnish to the Authority 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 thirty- (30) day written cancellation clause and a brief description of the work to be performed. The Authority shall be named additional insured on the Comprehensive General Liability Insurance policy; with appropriate endorsements. Certificates shall be submitted to the Authority and must be approved before work commences.

Worker's Compensation and Employer's Liability Insurance, in accordance with the laws of the state in which the Company's services are to be performed.

Comprehensive General Liability Insurance coverage/bodily injury and property damage covering claims made at any time prior, during, or subsequent to completion of the Company's services with a limit of not less than \$2,000,000 with a deductible not more than \$10,000.

Professional Liability Insurance covering claims made at any time prior, during, or subsequent to completion of the Company's services with a limit of not less than \$1,000,000 with a deductible not more than \$15,000.

Automobile Liability, including Hired Car Liability and Non-owned Automobile Liability. \$500,000 combined single limit for bodily injury and property damage.

The Company shall require each of his or her sub-contractors to furnish him or her with certificates of insurance evidencing current policies in force stating policy numbers, dates of expiration, limits of liability, deductibles and aggregate amounts payable hereunder. This shall be submitted for review and approval prior to commencement of the sub-contractor's activities. Certificates of insurance are to be forwarded to the Authority upon receipt.

ARTICLE 6: MISCELLANEOUS REQUIREMENTS

TERMINATION FOR DEFAULT: If, through any cause, the Company shall fail to fulfill in a timely and proper manner his obligations under this Contract or violate any statute or regulation, or if the Company 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 Company of such termination and specifying the effective date thereof, at least five (5) days before the effective date of termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Company under this Contract shall, at the option of the Authority, become its property and the Company shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, the Company shall not be relieved of liability to the Authority for damages sustained by the Authority by virtue of any breach of the Contract by the Company, and the Authority may withhold any payments to the Company for the purpose of setoff until such time as the exact amount of damages due the Authority from the Company is determined.

COVENANT AGAINST CONTINGENT FEES: The Company 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.

TERMINATION FOR CONVENIENCE: The Authority may terminate this Contract any time by a notice in writing from the Authority to the Company. If the Contract is terminated by the Authority as provided herein, the Company 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 Company covered by this Contract, less payments of compensation previously made provided, however, that if less than sixty percent (60%) of the services covered under this Contract have been performed upon the effective date of such termination, the Company shall be reimbursed (in addition to the above payment) for that portion of the actual out of pocket expenses (not otherwise reimbursed under this Contract) incurred by the Company during the contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to fault of the Company, the above section hereof relative to termination shall apply.

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

ASSIGNMENT OF CONTRACT: The Company 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 Authority.

INTEREST OF MEMBERS OF CONGRESS: No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise there from.

INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES AND FORMER MEMBERS, OFFICERS, OR EMPLOYEES: No member, officer, or employee of the Authority, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the Authority was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or the proceeds thereof.

SUBCONTRACTING: None of the services covered by this Contract shall be subcontracted without the prior written consent of the Authority. The Company shall be as fully responsible to the Authority for the acts and omissions of his sub-Companies, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

COMPLIANCE WITH LOCAL LAWS: The Company 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 7: CONTRACT DOCUMENTS

Contract documents shall consist of the following component parts:

- a) This Instrument
- b) Indemnification Agreement
- c) Request for Proposals #11-S-023
- d) Proposal submitted by the Company on DATE, as accepted by NHA

This instrument, together with the other documents enumerated in Article 7, are as fully a part of the Contract as if hereto attached or herein repeated. In the event that any provision in one of the component parts of this Contract conflicts with any provision of any other component part, the provision in the component part first enumerated in Article 7 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

Attest by:

COMPANY

[NAME OF AUTHORIZED SIGNATORY]

DATE SIGNED

Approved as to Form and Legality by:

ELLEN MICHELLE HARRIS
Chief Legal Officer
Newark Housing Authority

Attest by:

NEWARK HOUSING AUTHORITY

KEITH D. KINARD
Executive Director

DATE SIGNED

Name of Originating Department:

Operations

INDEMNIFICATION AGREEMENT

This agreement made this _____ day of _____, 2011, between the NEWARK HOUSING AUTHORITY and COMPANY in the County of [INSERT NAME] and State of [INSERT NAME].

WHEREAS, COMPANY has been contracted by the NEWARK HOUSING AUTHORITY to perform certain services in accordance with the Contract Documents 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 Company, any sub-contractor, 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, COMPANY hereby agrees to save and indemnify and keep harmless the NEWARK HOUSING AUTHORITY against all liability for claims, demands, judgments and damages including personal and property damage arising from any act by or negligence of COMPANY or its sub-contractors, agents or employees, while in or about the buildings or premises and further agrees to indemnify the NEWARK HOUSING AUTHORITY and/or its agents.

Signed and sealed this _____ day of _____, 2011.

[COMPANY]:

[NAME OF AUTHORIZED SIGNATORY]

[NAME AND TITLE]

AFFIDAVIT

STATE OF STATE)
) S.S.:
COUNTY OF COUNTY)

Be it remembered that on this _____ day of _____, 2011, before me, the subscriber, Notary Public of the County of [INSERT NAME] and State of [INSERT NAME], 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 [INSERT COMPANY NAME], the corporation named in the foregoing instrument; that [INSERT NAME] is the President 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 President, 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 this day
of , 2011.

Notary Signature

Notary Seal

EXHIBIT A**NJSA 10:5-31 AND NJAC 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affect ional or sexual orientation or sex. Except with respect to affect ional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affect ional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the 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, affect ional or sexual orientation 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affect ional or sexual orientation 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 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The Company and the Newark Housing Authority, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to proposal by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

PART II

SECTION 2

INSTRUCTIONS TO OFFERORS (HUD 5369-B)

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

PART II

SECTION 3

GENERAL CONDITIONS FOR NON-CONSTRUCTION (HUD 5370-C)

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 12/31/2011)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) greater than \$100,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. 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 HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

- (b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, 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 race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (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.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

PART II

SECTION 4

24 CFR 85.36
(Code of Federal Regulations)

CODE OF FEDERAL REGULATIONS
CHAPTER 24, Part 85.36

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and sub grantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards.

(1) Grantees and sub grantees **will use their own procurement procedures** which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and sub grantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and sub grantees **will maintain a written code of standards of conduct** governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, **real or apparent**, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent, (ii) Any member of his immediate family, (iii) His or her partner, or (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or sub grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements. Grantee and sub grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub grantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and sub grantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and sub grantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and sub grantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and sub grantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and sub grantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and sub grantees **will maintain records** sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: **rationale for the method of procurement**, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and sub grantees will use time and material type contracts *only* -

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and sub grantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or sub grantee of any contractual responsibilities under its contracts. **Federal agencies will not substitute their judgment for that of the grantee or sub grantee unless the matter is primarily a Federal concern.** Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and sub grantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protester must exhaust all administrative remedies with the grantee and sub grantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and (ii) Violations of the grantee's or sub grantee's protest procedures for failure to review a complaint or protest.

Protests received by the Federal agency other than those specified above will be referred to the grantee or sub-grantee.

(c) Competition.

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 85.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and sub grantees will conduct procurements in a manner that prohibits the use of statutory or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if

it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, **a brand name or equal description** may be used as a means to define the performance or other salient requirements of a procurement. **The specific features of the named brand which must be met by offerors shall be clearly** stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and sub grantees will ensure that all pre qualified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and sub grantees will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed -

(1) **Procurement by small purchase procedures.** Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procurements are used, price or rate quotations will be obtained from an adequate number of qualified sources.

(2) **Procurement by sealed bids (formal advertising).** Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in 85.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) **Procurement by competitive proposals.** The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and sub grantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and sub grantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) **Procurement by noncompetitive proposals** is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, is required.

(iii) Grantees and sub grantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

(1) The grantee and sub grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) Contract Cost And Price

(1) Grantee and sub grantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and the sole source procurements, including contract modifications or change orders, unless price reasonableness

can be established on the basis of a catalog or market price on a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and sub-grantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (§85.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of contracting shall not be used.

(g) Awarding agency review.

(1) Grantees and sub grantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or sub grantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and sub grantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc., when:

(i) A grantee's or sub grantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a brand name product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or sub grantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or sub grantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(ii) A grantee or sub grantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self certification procedure, awarding agencies may wish to rely on written assurances from the grantee or sub grantee that it is complying with these standards. A grantee or sub grantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or sub grantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) Contract provisions.

A grantee's and sub grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

(Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18.874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and sub-grants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and sub-grantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and sub-grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000.)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

***** END OF DOCUMENT *****



Executive Director
KEITH D. KINARD

Chairperson
MODIA BUTLER

Board of Commissioners
GLORIA CARTWRIGHT
LENIN CRUZ
RASHARD CASEY
ANGELLA PALMER
NANCY PEREZ

REQUEST FOR PROPOSALS

MULTI-SERVICE RENT PAYMENT SYSTEM AND RELATED SERVICES

11-S-023

PART III of III

SUBMISSION DOCUMENTS

CONTRACTS DIVISION

SUBMISSION DATE
June 7, 2011
BY 3:00PM

CHECKLIST

RFP #11-S-023

(PLEASE CHECK OFF EACH ITEM)

MANDATORY SUBMITTAL REQUIREMENTS	YES	NO
CHECKLIST (COMPLETED)		
1. LETTER OF INTEREST		
2. NON-CURABLE ITEMS • Stockholder Disclosure Certification (<i>provided within</i>) • Listing of Sub-consultants and Certification Form (<i>provided within</i>) • Acknowledgement of Addenda/Clarifications (<i>provided within</i>)		
3. LETTER OF INTEREST		
4. COMPANY AND PERSONNEL		
5. PRODUCTS AND SERVICES		
6. IMPLEMENTATION		
7. PAST PERFORMANCE HIGHLIGHTS		
8. REFERENCES		
9. FINANCIAL STATEMENT		
10. OTHER REQUIRED SUBMISSION DOCUMENTS • Evaluation form (<i>provided within</i>) • Price Proposal (<i>provided within</i>) • Affirmative Action Documents (<i>provided within</i>) • Affidavit of Non-Collusion (<i>provided within</i>) • Affidavit of Non-Default (<i>provided within</i>) • Drug Free Work Place Certification (<i>provided within</i>) • Debarment Statement • Liens, Suits and Judgments • Copy of Joint Venture Agreement (<i>if applicable</i>) • Previous Participation Certification, HUD 2530 (<i>provided within</i>) • HUD Form 5369-C (<i>provided within</i>) • Business Registration Certificate(s) for Service Provider Firm and all Named Sub-contractors (<i>sample provided – only those documents will be accepted</i>)		

EVALUATION FORM (2 Pages)

Description of Work: **MULTI-SERVICE RENT COLLECTION PLATFORM AND RELATED SERVICES**

RFP #11-S-023

FIRM NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CD: _____

TELEPHONE #: _____

FACSIMILE #: _____

CONTACT PERSON: _____

NHA will make its selection based upon the evaluation criteria described below. NHA will evaluate only those firms that have been determined responsible, and whose proposals are determined responsive to the requirements of this RFP.

EVALUATION CRITERIA	MAXIMUM POINTS
Criteria #1—Previous Experience. Providing rent collection solutions to multi-family organizations, including public housing authorities and/or not-for-profit entities, incorporating the requirements identified in this RFP. Reference Part I, Section 4.3 Company and Personnel and 4.6 References.	20
Criteria #2—Past Performance. Success in delivering innovative rent collection solutions that met or exceeded customer requirements and expectations. Examples provided must be specific, verifiable and repeatable. Reference Part I, Section 4.6 Past Performance Highlights.	20
Criteria #3—Product and Service Capability. Ability to delivery desired functionality and alignment with requirements and objectives as set forth herein. Reference Section 4.4 Products and Services.	30
Criteria #4—Ease of Implementation. Level of effort required to implement the recommended solution at NHA. Reference Part I, Section 4.5 Implementation.	10
Criteria #5—Service After the Sale. Level of support to NHA and system users post-implementation, including reporting, suggested changes/enhancements, problem/issue resolution, etc. Reference Section 4.4 Products and Services.	20
Bonus Criteria—Minority/Women-Owned Business Enterprise Utilization. Offeror's demonstrated ability to utilize Minority/Women Owned Business in the implementation and delivery processes.	5 BONUS
TOTAL AVAILABLE POINTS	105

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. Official award is made by action of the NHA Board of Commissioners.

Name and Title

Sworn to and subscribed before me this _____ day

of _____, 2011

Signature of Notary

Seal of Notary

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

RFP #11-S-023
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.

Stockholders:

NAME: _____ HOME ADDRESS: _____

TITLE: _____

NAME: _____ HOME ADDRESS: _____

TITLE: _____

NAME: _____ HOME ADDRESS: _____

TITLE: _____

Sworn to and subscribed before me this ____ day

of _____, 2011

Signature of Notary

Seal of Notary

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

**RFP #11-S-023
SUB-CONTRACTOR LISTING**

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

All sub-contractors designated by the Service Provider shall be capable of performing the services and must have adequate financial resources and experience to perform the services specified. Information regarding the work experience of the designated sub-contractor shall also be provided with the proposal response. Specifically, the Offeror shall include a listing of all relevant jobs performed by the sub-contractor within the past two (2) years.

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

☐ **The Offering firm will not use any subcontractors to perform the services specified herein.**

THIS FORM TO BE SIGNED AND SUBMITTED BY THE OFFERING FIRM

Name of Lead Company

Signature

Name Printed

Title

Sworn to and subscribed before me this ____ day
of _____, 2011

Signature of Notary

Seal of Notary

*******NON-CURABLE ITEM*******
RFP #11-S-023
SUB-CONTRACTOR CERTIFICATION FORM (2 Pages)

All sub-contractors designated by the Offeror 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 sub-contractor shall also be provided with the bid. Specifically, the Offeror shall include a listing of all relevant jobs performed by the sub-contractor 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-contractor been engaged in this particular field? ____ year(s).

Sub-contractor
Firm Name

Address

Contact Person

Telephone #

Facsimile #

Trade (NAICS Code)

State License #

THIS FORM TO BE SIGNED AND SUBMITTED BY THE SUB-CONTRACTOR

Name of Lead Company

Signature

Name Printed

Title

Sworn to and subscribed before me this ____ day

of _____, 2011

Signature of Notary

Seal of Notary

RFP #11-S-023
SUB-CONTRACTOR CERTIFICATION FORM (2 Pages)

Provide a list of relevant contracts (company/firm) completed by sub-contractor within the last two (2) years. ***DO NOT INCLUDE WORK WITH THE NEWARK HOUSING AUTHORITY.***

(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	

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

RFP #11-S-023

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/CLARIFICATION

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

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

☐

No addenda/clarification was received:

Acknowledged for: _____
(Name of Offeror Firm)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Sworn to and subscribed before me this ____ day

of _____, 2011

Signature of Notary

Seal of Notary

****NOTE: THIS DOCUMENT MUST BE COMPLETED WHETHER OR NOT AN
ADDENDA/CLARIFICATION WAS ISSUED.**

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:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	0107330	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:	<i>John S. Tully</i> Acting Director	
01/01/01		
FORM-BRC(08-01)	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	

PRICE PROPOSAL WORKSHEET

RFP #11-S-023

Multi-Service Rent Collection Platform and Related Services

BASE PERIOD (Three Years)

Offeror shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the scope of work. Prices must be rounded to the nearest dollar. Your price proposal must reflect all costs for which the Authority will be responsible. Use a separate sheet(s) to provide details (e.g., software product name and manufacturer; methodology for determining subscription fee) for each priced line. Indicate N/A if a pricing line is not applicable to your offer. This worksheet may be modified to accommodate the structure of your offer, however all entries must be detailed and include all costs to NHA.

Fee/Price Component	Unit of Measure	(a) Quantity Required	(b) Unit Price	(a) x (b) Extended Price
Implementation—One Time Only				
Implementation Fee				
Product or Service—Recurring				
Software License Fee				
Software Maintenance Fee				
Subscription Fee				
Hardware Fee				
Transaction Fee				
Other Fee(s)				
Total Price				

BUSINESS NAME	
BUSINESS ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
E-MAIL ADDRESS	

Company Representative Name Printed: _____

Signature: _____ Date: _____

PRICE PROPOSAL WORKSHEET

RFP #11-S-023

Multi-Service Rent Collection Platform and Related Services

OPTION PERIOD 1 (One Year)

Offeror shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the scope of work. Prices must be rounded to the nearest dollar. Your price proposal must reflect all costs for which the Authority will be responsible. Use a separate sheet(s) to provide details (e.g., software product name and manufacturer; methodology for determining subscription fee) for each priced line. Indicate N/A if a pricing line is not applicable to your offer. This worksheet may be modified to accommodate the structure of your offer, however all entries must be detailed and include all costs to NHA.

Fee/Price Component	Unit of Measure	(a) Quantity Required	(b) Unit Price	(a) x (b) Extended Price
Product or Service—Recurring				
Software License Fee				
Software Maintenance Fee				
Subscription Fee				
Hardware Fee				
Transaction Fee				
Other Fee(s)				
Total Price				

BUSINESS NAME	
BUSINESS ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
E-MAIL ADDRESS	

Company Representative Name Printed: _____

Signature: _____ Date: _____

PRICE PROPOSAL WORKSHEET

RFP #11-S-023

Multi-Service Rent Collection Platform and Related Services

OPTION PERIOD 2 (One Year)

Offeror shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the scope of work. Prices must be rounded to the nearest dollar. Your price proposal must reflect all costs for which the Authority will be responsible. Use a separate sheet(s) to provide details (e.g., software product name and manufacturer; methodology for determining subscription fee) for each priced line. Indicate N/A if a pricing line is not applicable to your offer. This worksheet may be modified to accommodate the structure of your offer, however all entries must be detailed and include all costs to NHA.

Fee/Price Component	Unit of Measure	(a) Quantity Required	(b) Unit Price	(a) x (b) Extended Price
Product or Service—Recurring				
Software License Fee				
Software Maintenance Fee				
Subscription Fee				
Hardware Fee				
Transaction Fee				
Other Fee(s)				
Total Price				

BUSINESS NAME	
BUSINESS ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
E-MAIL ADDRESS	

Company Representative Name Printed: _____

Signature: _____ Date: _____

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder 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 bid 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.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

STATE OF _____ :
COUNTY OF _____ : SS

That I am the party making the foregoing proposal or bid and that said party will comply with the requirements of the Newark Housing Authority's Affirmative Action Program (Reference Part I, Section 7.2 of this RFP), and its component parts—Minority and Women-owned Business Enterprise ("M/WBE") and HUD Section 3 Programs, and in the furtherance thereof. If awarded a contract the party intends to acquire sub-contracted services and goods/supplies from the following M/WBE and HUD Section 3 Business Concerns:

<u>Name, Contract Person, Phone</u> <u>M/WBE & Section 3 Business</u>	<u>Percent of Award Amount</u> <u>or Specific Dollar Amount</u>	<u>Product (P)</u> <u>Service (S)</u>

I understand that nothing herein obligates the Newark Housing Authority approve of said M/WBE and HUD Section 3 Business Concerns as a supplier(s) or sub-contractor for the goods and services stated; and that the Authority may request this firm to substitute other suppliers or sub-contractors in place of those specified. In addition, I understand that nothing herein gives any M/WBE and HUD Section 3 Business Concern an enforceable right against the Newark Housing Authority.

SIGNATURE _____

TITLE _____

of _____, 2011

Seal of Notary

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 offeror has not colluded, conspired, connived, or agreed, directly or indirectly, with any offeror or person, to put in a sham offer or to refrain from offering, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the offer price of affiant or of any other offeror, or to fix any overhead, profit or cost element of said offer price, or of that of any other offeror, 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 offeror 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 or bidding on any public contract within the last three (3) years. Such act or conviction does not automatically disqualify an offeror, 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 an offeror on the basis of a lack of responsibility. If offeror has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public contract within the past three (3) years, bidder should attach an explanation of the circumstances surrounding that conviction.

FIRM NAME _____

SIGNATURE _____

DATE _____

TITTLE

Sworn to and subscribed before me this ____ day

of _____, 2011

Signature of Notary

Seal of Notary

AFFIDAVIT OF NON-DEFAULT

STATE OF _____ :
COUNTY OF _____ : SS

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 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.

FIRM NAME

SIGNATURE

DATE

TITLE

Sworn to and subscribed before me this ____ day
of _____, 2011

Signature of Notary

Seal of Notary

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 Service Provider'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 Service Provider'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 Service Provider 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. Service Provider is presently working at the following NHA Sites: _____; or () none.

FIRM NAME

SIGNATURE

DATE

TITLE

Sworn to and subscribed before me this ____ day
of _____, 2011

Signature of Notary

Seal of Notary

CERTIFIED STATEMENT OF NON-DEBARMENT

**PROVIDE NOTARIZED STATEMENT ON
COMPANY LETTERHEAD**

**CERTIFIED STATEMENT
LIENS, SUITS, JUDGMENTS**

**PROVIDE NOTARIZED STATEMENT ON
COMPANY LETTERHEAD**

JOINT VENTURE AGREEMENT (IF APPLICABLE)

**PREVIOUS PARTICIPATION CERTIFICATION,
HUD 2530**

Previous Participation Certification

U.S. Department of Housing
and Urban Development
Office of Housing/Federal Housing Commissioner

U.S. Department of Agriculture
Farmers Home Administration

OMB Approval No. 2502-0118
(exp11/30/2012)

Part I To be completed by Principals of Multifamily Projects. See Instructions Reason for Submitting Certification

For HUD HQ/FmHA use only

1. Agency Name and City where the application is filed

2. Project Name, Project Number, City and Zip Code contained in the application

3. Loan or Contract Amount	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) ☐ Existing ☐ Rehabilitation ☐ Proposed (New)
----------------------------	----------------------------	-------------------	---

List of all proposed Principal Participants and attach organization chart for all organizations.

7. Names and Addresses of All Known Principals and Affiliates (people, businesses & organizations) proposing to participate in the project described above. (list names alphabetically; last, first, middle initial)	8. Role of Each Principal in Project	9. Expected % Owner ship Interest in Project	10. Social Security or IRS Employer Number

Certifications: I (meaning the individual who signs as well as the corporations, partnerships or other parties listed above who certify) hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as a principal in the role and project listed above based upon my following previous participation record and this Certification. Verify that neither you nor any of your principals or affiliates have ever been found to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105 (a). If you or any of your principals or affiliates have been found to be in noncompliance with any such requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any.

I certify 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, including the data contained in Schedule A and Exhibits signed by me and attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

I further certify that:

- Schedule A contains a listing of every assisted or insured project of HUD, USDA FmHA and State and local government housing finance agencies in which I have been or am now a principal.
- For the period beginning 10 years prior to the date of this certification, and except as shown by me on the certification:
 - No mortgage on a project listed by me has ever been in default, assigned to the Government or foreclosed, nor has mortgage relief by the mortgagee been given;
 - I have not experienced defaults or noncompliances under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - To the best of my knowledge, there are no unresolved findings raised as a result of HUD audits, management reviews or other Governmental investigations concerning me or my projects;
 - There has not been a suspension or termination of payments under any HUD assistance contract in which I have had a legal or beneficial interest;
 - 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 defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - I have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency.
 - I have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond.
 - All the names of the parties, known to me to be principals in this project(s) in which I propose to participate, are listed above.
 - I am not a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
- I am not a principal participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification have not been filed with HUD or FmHA.
- To my knowledge I have not been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a).
- 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.
- 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.

Typed or Printed Name of Principal	Signature of Principal	Certification Date (mm/dd/yyyy)	Area Code and Telephone No.

This form was prepared by (Please print name)

Area Code and Telephone No.

1. List each Principal's Name (list in alphabetical order, last name first)	2. List Previous Projects (give the ID, number, project name, city location, & government agency involved if other than HUD)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of Loan (current, defaulted, assigned, or foreclosed)	5. Was Project ever in Default, during your participation? Yes No If "Yes," explain	6. Last Mgmt. and/or Physical Inspcn Rating and Date

Received and checked by me for accuracy and completeness, recommend approval or transfer to Headquarters as checked below:			
Date (mm/dd/yyyy)	Telephone Number and Area Code	☐ A. No adverse information; form HUD-2530 approval is recommended. ☐ C. Disclosure or Certification problem	
Staff	Processing and Control	☐ B. Name match in system ☐ D. Other, our memorandum is attached.	
Supervisor	Director of Housing / Director, Multifamily Division	Approved ☐ Yes ☐ No	Date (mm/dd/yyyy)
Previous editions are obsolete		Page 2 of 2 ref Handbook 4065.1 form HUD-2530 (7/2009)	

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of these regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. If you have many projects to list (20 or more) and expect to be applying frequently for participation in HUD projects, you should consider filing a Master List. See Master List instructions below under "Instructions for Completing Schedule A."

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

Purpose: This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530: Form HUD-2530 must be completed and signed by all parties applying to become principal participants in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint-ventures, partnerships, corporations, trusts, non-profit organizations, any other public or private entity, that will participate in the proposed project as sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arms length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

Exception for Corporations - All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elected not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

Exemptions - The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and Handicapped).
- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal, or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more, or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

Reason for submitting this Certification: e.g., refinancing, management, change in ownership, transfer of physical assets, etc.

Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District Office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include all project or contract identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code of the site location.

Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Block 4: Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File..."

Block 8: Beside the name of each principal, fill in the role that each will perform. The following are possible roles that the principals may perform: Sponsor, Owner, Prime Contractor, Turnkey Developer, Managing Agent, Packager, Consultant, General Partner, Limited Partner (include percentage), Executive Officer, Director, Trustee, Major Stockholder, or Nursing Home Administrator. Beside the name of each affiliate, write the name of the person or firm of affiliation, such as "Affiliate of Smith Construction Co."

Block 9: Fill in the percentage of ownership in the proposed project that each principal is expected to have. Also specify if the participant is a general or limited partner. Beside the name of those parties who will not be owners, write "None." Block 10: Fill in the Social Security Number or IRS employer number of every party listed, including affiliates. Instructions for Completing Schedule A: Be sure that Schedule A is filled in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/FmHA, and State and local Housing Finance Agencies in which you have previously participated must be listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required. To avoid duplication of disclosure, list the project and then the entities or individuals involved in that project. You may use the name or a number code to denote the entity or individual that participated. The number code can then be used in column 3 to denote role. Column 2 List the project or contract identification of each previous project. All previous projects must be included or your certification cannot be processed. Include the name of all projects, the cities in which they are located, and the government agency (HUD, USDA-FmHA or State or local housing finance agency) that was involved. At the end of your list of projects, draw a straight line across the page to separate your record of projects from that of others signing this form who have a different record to report.	Column 3 List the role(s) of your participation, dates participated, and if fee or identity of interest with owners. Column 4 Indicate the current status of the loan. Except for current loans, the date associated with the status is required. Loans under a workout arrangement are considered assigned. An explanation of the circumstances surrounding the status is required for all non-current loans. Column 5 Explain any project defaults during your participation. Column 6 Enter the latest Management and/or Physical Inspection Review rating. If either of the ratings are below average, the report issued by HUD is required to be submitted along with the applicant's explanation of the circumstances surrounding the rating. No Previous Record: Even if you have never participated in a HUD project before, you must complete form HUD-2530. If you have no record of previous projects to list, fill in your name in column 1 of Schedule A, and write across the form by your name "No previous participation, first experience." Master List System: If you expect to file this form frequently and you have a long list of previous projects to report on Schedule A, you should consider filing a Master List. By doing so, you will avoid having to list all your previous projects each time you file a new application. To make a Master List, use form HUD-2530. On page 1, in block 1, enter (in capital letters) the words "Master List." In blocks 2 through 6 enter in "N.A." meaning "Not Applicable." Complete blocks 7 through 10. In the box below the statement of certification, fill in the names of all parties who wish to file a Master List together (type or print neatly). Beside each name, every party must sign the form. In the box titled "Proposed Role," fill in "N.A." Also, fill in the date you sign the form.	and provide a telephone number where you can be reached during the day. No determinations will be made on these certifications. File one copy of the Master List with each HUD Office where you do business and mail one copy to the following address: HUD-2530 Master List Participation and Compliance Division - Housing U.S. Department of Housing and Urban Development 451 Seventh Street, S.W. Washington, D.C. 20410 Once you have filed a Master List, you do not need to complete Schedule A when you submit form HUD-2530. Instead, write the name of the participant in column 1 of Schedule A and beside that write "See Master List on file." Also give the date that appears on the Master List that you submitted. Below that, report all changes and additions that have occurred since that date. Be sure to include any mortgage defaults, assignments or foreclosures not listed previously. If you have withdrawn from a project since the date the Master List was filed, be sure to name the project. Give the project identification number, the month and year your participation began and/or ended. Certification: After you have completed all other parts of form HUD-2530, including Schedule A, read the Certification carefully. In the box below the statement of certification, fill in the name of all principals and affiliates (type or print neatly). Beside the name of each principal and affiliate, each party must sign the form, with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File form	HUD-2530"). Beside each signature, fill in the role of each party (the same as shown in blocks 8). In addition, each person who signs the form should fill in the date that he or she signs, as well as providing a telephone number where he or she can be reached during business hours. By providing a telephone number where you can be reached, you will help to prevent any possible delay caused by mailing and processing time in the event HUD has any questions. If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen and strike through those parts that differ with your record, then sign and certify to that remaining part which does describe you or your record. Attach a signed letter, note or an explanation of the items you have struck out on the certification and report the facts of your correct record. Item A(2)(e) relates to felony convictions within the past 10 years. If you have been convicted of a felony within 10 years, strike out all of A(2)(e) on the certification and attach your statement giving your explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting standpoint of an insurer, lender or governmental agency.	The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations who will honor their legal, financial and contractual obligations. Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN. Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. A response is mandatory. Failure to provide any of the information will result in your disapproval for participation in this HUD program.	Previous editions are obsolete
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HUD FORM 5369-C

**Certifications and
Representations
of Offerors
Non-Construction Contract**

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:



500 Broad Street – Newark, NJ 07102
t 973-273-6424 f 973-973-6549
www.newarkha.org

May 18, 2011

FROM: SHARI HAMILTON 
DIRECTOR OF PROCUREMENT & CONTRACTS

NOTICE TO ALL RESPONDENTS

ADDENDUM NO. 1

RFP 11-S-023

Multi-Service Rent Collection Platform and Related Services

The following is an acknowledgment of receipt of the following ADDENDUM for the above project.

ACKNOWLEDGMENT OF RECEIPT:

RECEIVED BY: _____

COMPANY: _____ DATE: _____

NAME PRINTED: _____

SIGNATURE: _____

TITLE: _____

AN ACKNOWLEDGMENT OF RECEIPT OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL. FAILURE TO SUBMIT AN ACKNOWLEDGMENT WILL RESULT IN REJECTION OF YOUR PROPOSAL.

NEWARK HOUSING AUTHORITY

ADDENDUM NO. 1

RFP #11-S-023

MULTI-SERVICE RENT COLLECTION PLATFORM AND RELATED SERVICES

THE FOLLOWING ADDENDUM IS HEREBY GIVEN TO ALL INTERESTED PARTIES FOR THE ABOVE REQUEST FOR PROPOSALS.

1. The Pre-Proposal Meeting has been rescheduled from Wednesday, May 18, 2011 to Wednesday, May 25, 2011 at 10:00 a.m.
2. The deadline for submitting questions has been changed from Monday, May 23, 2011 to Wednesday, June 1, 2011 at 10:00 a.m.
3. The anticipated release of Addendum No. 2 (containing answers to questions received) has been changed from Thursday, May 26, 2011 to Friday, June 3, 2011.
4. The date for submission of proposals has been changed from Tuesday, June 7, 2011 to Tuesday, June 14, 2011 at 3:00 p.m.

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE SOLICITATION REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.