

**PUBLIC NOTICE**  
**HOUSING AUTHORITY OF THE BOROUGH OF CARTERET, NJ**  
**REQUEST FOR PROPOSALS FOR**  
**AUDITING SERVICES**

The Housing Authority of the Borough of Carteret, New Jersey is seeking proposals from Auditing firms to serve as the Authority's Auditor for the year ending December 31, 2022. Proposals will be ranked using quality/merit factors with the corresponding relative weights.

Auditors submitting proposals to the RFP must be licensed in the State of New Jersey as a Certified Public Audit (CPA) and must not be under sanction from HUD.

Parties interested in submitting a proposal in response to the RFP should contact Michelle McFadden, Bookkeeper, at (732)541-6800, between the hours of 9:00am and 3:00pm weekdays and request a detailed RFP, which will more fully state the requirements of the proposal, if needed. Proposals must be received at the office of the Housing Authority of the Borough of Carteret, 96 Roosevelt Avenue, Carteret, New Jersey 07008, prior to 12:00pm on Tuesday, December 13, 2022 in order to be considered.

**HOUSING AUTHORITY OF THE BOROUGH OF CARTERET**

**REQUEST FOR AUDIT PROPOSAL**

**SINGLE AUDIT**

**OF**

**LOW INCOME PUBLIC HOUSING PROGRAM AND**

**HOUSING CHOICE VOUCHER PROGRAM**

**PROPOSALS DUE**

**BY**

**12:00PM**

Tuesday, December 13, 2023

Submit to:

Eric F. M. Chubenko, Executive Director  
Housing Authority of the Borough of Carteret  
96 Roosevelt Avenue  
Carteret, NJ 07008  
732-541-6800  
Fax 732-541-2867

**HOUSING AUTHORITY OF THE BOROUGH OF CARTERET,  
NJ  
96 ROOSEVELT AVENUE  
CARTERET, NJ  
07008**

**REQUEST FOR AUDIT  
PROPOSAL**

**SINGLE AUDIT OF  
LOW INCOME PUBLIC HOUSING PROGRAM AND SECTION  
8 VOUCHER PROGRAM**

**BACKGROUND**

The Housing Authority of the Borough of Carteret, (herein referred to as the "Authority"), was organized in 1952 with the primary goal to provide a decent home in a suitable living environment for families which could not afford standard private housing. The Authority's program is administered at the local level in accordance with State Law.

The Department of Housing and Urban Development, (HUD), has entered into Annual Contributions contract(s), (ACC), with the Authority for annual contributions, (financial assistance), for the operation of the Programs listed below.

General supervision, direction and program guidance are provided through the HUD Office in Newark, New Jersey.

HUD has authorized the Authority to procure an audit by an Independent Public Audit and the Authority desired to obtain such an audit.

**PROGRAMS FOR WHICH AUDIT SERVICES ARE REQUESTED**

Encompass all of the Housing Authority's Programs including but not limited to the following:

1. Conventional Low - Income Public Housing:  
The Authority owns and manages 74 units of Low - Income Public Housing (of which 24 are slated for demolition/disposition), and 178 units of Rental Assistance Demonstration project based vouchers.
2. Housing Choice Voucher Program:  
The Housing Authority has 464 units under the Housing Voucher Program.
3. Capital Fund Program.
4. Submission of all financial data to REAC/FASS

## **DEFINITION**

Whenever the word Auditor shall appear in this Request for Proposals, the same shall mean, "A Certified Public Audit licensed by the State of New Jersey or a Public Audit licensed by the State of New Jersey."

## **SERVICES TO BE PROVIDED**

### **SECTION I. Scope of Audit Services.**

- a. The Auditor shall audit the accounts and records of the Authority for the twelve, (12), month period ending December 31, 2022, (1) in accordance with generally accepted and government auditing standards, the auditing and reporting provisions of OMB Circular A-133 and HUD Notice PIH 97-30 and (2) in conformance with the State of New Jersey Statutes and Regulations, New Jersey Code 5:31.7, (Code 5:31.7 attached hereto).
- b. The audit performed shall be sufficient in scope to enable the Contractor to express an opinion in the audit report on the financial statements of the Authority, prepared in accordance with Generally Accepted Accounting Principles, (GAAP).
- c. Perform all the services and comply with all the terms and conditions, as set forth in the Agreement for Audit Services.

### **SECTION II. Additional Services.**

To provide guidance and advice on accounting and financial matters if requested by the Authority provided, however, that the Auditor shall first receive from the Authority written approval prior to commencement of the services.

### **SECTION III. Time of Performance.**

The audit shall be completed in all respects including, but not limited to the issuance of the Audit Report by April 30, 2023.

As supplemental schedules, the Audit Report shall include the following:

- Combined Balance Sheet
  - Combined Statement of Income and Expenses
  - Combined Statement of Analysis of Surplus
- Computations of residual Receipts and Accruing Annual Contributions - PHA Owned Program.

Computations of Annual Contributions Earned and Project Account - Operating Reserve Changes - Section 8 Program.

Statement and Certification of Actual Comp Grant/Capital Fund Costs - PHA Owned Program.

Statement and Certification of Actual, (Other Grant Programs) - PHA owned Program. Analysis of

General Fund Cash Balance - PHA Owned Program and Section 8 Program. • Based on the financial

statements submitted to HUD.

**INFORMATION AND DATA REQUIRED OF EACH RESPONDENT AND EVALUATION POINTS.**

**A. Qualifications and Experience, (50 points - max).**

1. Demonstrate the ability of the specifically named Auditor, (Lead Auditor), of the firm who will be personally charged with and have the primary obligation to perform the requested services, by listing prior relevant experience and, in particular, previous experience in conducting PHA Audits.
2. Demonstrate the ability of other specifically named Auditors of the firm who will assist the lead Auditor to perform the requested services by listing prior relevant experience including previous experience in conducting PHA Audits.
3. Demonstrate the ability of other specifically named non-Auditors to assist the lead Auditor to perform the requested services by listing prior relevant experience in executing similar responsibilities.
4. Familiarity with Housing Authority Programs in specific and HUD rules and regulations in general.

**B. Cost of Services, (10 points - max).**

1. The Authority desires to receive a fixed a fixed price, inclusive of all costs and expenses, for the services included in Section I, Scope of Audit Services.
2. Set forth the hourly rate of compensation, which shall include all costs and expenses, for the services included in Section II, Additional Services.

**C. Requirements, (20 points - max).**

1. The Authority requires these services to be fully completed in accordance with Section III, Time of Performance, as herein before set forth. The Audit Report shall include all applicable "Supplemental Schedules", including an "Analysis of General Fund Cash Balance".
2. Respondents must demonstrate agreement with the terms of the "Agreement for Audit Services" in their response. Failure to return the said Agreement, duly executed, may result in rejection of respondent's proposal.
3. Respondents must be Certified Public Audits, duly licensed by the State of New

Jersey or New Jersey or Public Audits, duly licensed by the State of New Jersey. The respondents must also meet the standards and qualifications set forth in 24 CFR 44 as amended and supplemented and New Jersey State Statutes and Regulations, New Jersey Administrative Code 5:31.7.

**D. Small Audit Firms Including Minority and Women Owned and Controlled Audit Firms, (10 points - max).**

Set forth the degree of participation by the respondent in the services to be performed under this proposal by the above mentioned interests.

**E. Location of Respondents Office, (10 points - max).**

1. The Authority prefers that the Auditor's office be located within a commuting distance of the Authority so that the Auditor may be available to provide guidance and advice on accounting and financial matters if requested by the Authority.
2. Set forth, (I), the approximate distance in miles between the Respondent's and the Authority's Office, (II), the approximate travel time between the said offices.

**SELECTING CRITERIA**

The Auditor will be selected based upon his/her responses to the above criteria. All proposals will be reviewed according to the "Competitive Proposal" process outlined in the HUD Procurement Handbook. It is very important in the submission of your Proposal that you specifically address and respond to each and every item listed in Paragraphs A through E under the heading "Information and Date Required of Each Respondent", included in this Request for Proposal. Your failure to comply with this directive may cause your proposal to be rejected as incomplete and non-responsive.

**PROPOSAL SUBMISSION**

Responses to the Request for Proposal are to be submitted by 12:00pm on Tuesday, December 13, 2022, addressed as follows:

Eric F. M. Chubenko, Executive Director  
Housing Authority of the Borough of Carteret  
96 Roosevelt Avenue  
Carteret, NJ 07008

The Authority reserves the right to reject any and all proposals submitted and waive any information thereto, and to request additional information from all proposers.

**EXCERPT FROM ADMINISTRATION CODE 5:31.7**

- (a) The accounting system consists of the methods and records established to identify, assemble, analyze, classify, record, and report an entity's transaction and to maintain accountability for the related assets and liabilities.
- (b) An effective accounting system should include a double-entry accounting for all transactions resulting in a general ledger, which shall be required for all authorities and special districts.
- (c) Any accounting system adopted pursuant to section, (a) & (b) above, must make it possible to present fairly and with full disclosure the financial position and results of financial operations of the funds and account groups of the reporting entity, in conformity with generally accepted accounting principles, (GAAP), as promulgated by the Governmental Accounting Standards Board, (GASB), and demonstrate compliance with finance-related and contractual provisions, including applicable security and financing agreements.
- (d) GAAP as it applies to Proprietary funds of state and local governments, specifically as it applies to Enterprise funds shall be used to account for an authority's ongoing activities, similar to those found in the private sector; where the intent of the governing body is that the costs, (expenses, including depreciation), of providing services to the general public on a continuing basis be financed or recovered primarily through user charges

and/or where the governing body has decided that periodic determination of revenue earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes.

- (e) The financial statements of authorities shall be prepared in accordance with GAAP applicable to Enterprise funds. Accordingly, revenues and expenses should be recognized on the accrual basis. Revenues should be recognized in the accounting period in which they are earned and become measurable; expenses should be recognized in the period incurred, if measurable.
- (f) The financial statements of special districts shall be prepared in accordance with GAAP applicable to Governmental funds of state and local governments. Accordingly, revenues and expenditures should be recognized on the modified accrual basis. Revenues should be recognized in the accounting in which they become available and measurable. Expenditures should be recognized in the accounting period in which the fund liability is incurred, if measurable, except for unmatured interest on general long-term debt, which should be recognized when due.

**PROPOSAL AND AGREEMENT FOR AUDIT SERVICES**

THIS AGREEMENT, entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the Housing Authority of the Borough of Carteret, State of New Jersey, Hereinafter referred to as the Public Housing Agency, and \_\_\_\_\_, Independent Public Audit of \_\_\_\_\_, with offices at \_\_\_\_\_, (hereinafter referred to as the "Contractor"),

WITNESSETH:

WHEREAS, the Public Housing Agency has entered into a contract, (contracts), with the United States of America acting through the Department of Housing and Urban Development, (hereinafter referred to as the "Government"), for financial assistance for low-income public housing pursuant to the United States Housing act of 1937, as amended, 42 United States Code Section 1437 et. sec.; and

WHEREAS, pursuant to said contract, (contracts), the Government and the Comptroller General of the United States or his duly authorized representatives and the New Jersey Department of Community Affairs, Division of Local Government Services, (DCA), have the right to audit the books and records of the Public Housing Agency pertinent to its operations with respect to much financial assistance; and

WHEREAS, the Government and DCA has authorized the Public Housing Agency to procure such an audit by an Independent Public Audit in lieu of audit by the Government and DCA; and

WHEREAS, the Public Housing Agency desires the Contractor to conduct and perform such an audit; NOW,

THEREFORE, the Public Housing Agency and the Contractor do mutually agree as follows:

1. The Contractor shall audit the accounts and records of the Public Housing Agency for the twelve month period ending December 31, 2022, (a) in accordance with generally accepted Government auditing standards, the auditing and reporting provisions of OMB Circular A-133, and HUD Notice PIH 97-30, and (b) in conformance with the State of New Jersey Statutes and Regulations, New Jersey Administrative Code 5:31.7. The audit performed shall be sufficient in scope to enable the Contractor to express an opinion in the audit report on the financial statements of the PHA, prepared in accordance with Generally Accepted Accounting Principals, (GAAP).
2. The books of account and financial records to be audited are maintained and are located at the Public Housing Agency's office at 96 Roosevelt Avenue, Carteret, NJ. These books and records will be made available to the Contractor by the Executive Director of the Public Housing Agency at the Contractor's request for the Contractor's use at the Public Housing Agency's office during normal business hours.
3. If the Contractor ascertains that Public Housing Agency's books and records are not in a sufficiently satisfactory condition for performing an audit, the Contractor shall disclose this deficiency to the Public Housing Agency. If the Public Housing Agency cannot get its books ready for an audit within 15 days, then the IPA should notify HUD and DCA shall be by written communication addressed to the District Inspector General for Audit, Regional Office, Department of Housing and Urban Development, 26 Federal Plaza, New York, N.Y. and New Jersey Department of Community Affairs, Division of Local Government Services, 1015 South Broad Street, CN 803, Trenton, N. J. 08625-0803.

The Contractor shall await further instructions from the District Inspector General for Audit and DCA before continuing the audit.

4. Upon completion of the audit, an Audit Report consisting of those elements as required by HUD and DCA



and the supplemental schedules required in the Request for Audit Proposal shall be simultaneously submitted to the Public Housing Agency, (1 copy for each Commissioner and required copies for the Executive Director), each HUD Area Office, (2 copies), Federal Bureau of Census, (1 copy), DCA, (2 copies), and the local municipality, (1 copy).

5. The Audit Report shall be submitted within 120 days after the close of the Public Housing Agency's fiscal year.
6. The Public Housing Agency may, before or during the conduct of the audit, request changes in the scope of the services of the Contractor to be performed under this contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation and any change in the time limitation for submission of the Contractor's report, which are mutually agreed upon by and between the Public Housing Agency and the Contractor, shall be incorporated into written amendments to this contract and shall be subject to the approval by HUD and DCA.
7. The Public Housing Agency agrees to pay the Contractor as compensation for the services and report mentioned herein, a lump-sum of \$ \_\_\_\_\_, inclusive of all costs and expenses. The fee is based on the following:
  - a. Partner, (Principal): \$ \_\_\_\_\_ per hour; estimated man - days \_\_\_\_\_ \$ \_\_\_\_\_.
  - b. Senior, (Manager): \$ \_\_\_\_\_ per hour; estimated man - days \_\_\_\_\_ \$ \_\_\_\_\_.
  - c. Semi - Junior \$ \_\_\_\_\_ per hour; estimated man - days \_\_\_\_\_ \$ \_\_\_\_\_.
  - d. Junior \$ \_\_\_\_\_ per hour; estimated man - days \_\_\_\_\_ \$ \_\_\_\_\_.
  - e. Other, describe) \_\_\_\_\_ \$ \_\_\_\_\_.Total \$ \_\_\_\_\_.

It is estimated that \_\_\_\_\_ man - days will be required to perform the audit.

The lump - sum fee shall be paid upon the Contractor's compliance with Paragraph 4 of this Agreement.

8. The Contractor must be either a Certified Public Audit, or a licensed or registered Public Audit licensed on or before December 31, 1970, by a regulatory authority of a state or other political subdivision of the United States and meet any legal requirements concerning registration in which the Public Housing Agency is located. In addition, those public Audits licensed after December 31, 1970, but prior to December 31, 1975, who performs a PHA audit prior to December 31, 1975, will be eligible to continue to perform PHA audits. A statement by the state identifying such registration or license shall be attached to this Contract.
9. The Contractor certifies that its principal officer(s) or member(s) do not now have and have not had during any period covered by this audit any interest, direct or indirect, in the PHA or any members or officials including the following:
  - a. Family relationships with any PHA member or officials;
  - b. Employment by or service as a member or official of a PHA during the period \_\_\_\_\_ covered by the audit.
10. The Contractor certifies that it has not provided accounting or bookkeeping services for the PHA during the period covered by the audit except as follows:  
\_\_\_\_\_.

11. No member, officer or employee of the Public Housing Agency, no member of the governing body of the locality in which any of the Public Housing Agency's projects are situated, no member of the governing body of the locality in which the Public Housing Agency was activated, and no other public official of such locality or localities who exercise any responsibilities or functions with respect to the Public Housing Agency's projects, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.
12. No member of or Delegate to Congress of the United States or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.
13. The Contractor warrants that he/she has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Public Housing Agency the right to terminate this contract, or, in its discretion, to deduct from the Contractor's fee the amount of such commission, percentage, brokerage, or contingent fee.
14. The Contractor shall not assign or transfer any interest in this contract except that claims for monies due or to become due from the Public Housing Agency 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 members of such partnership.
15. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection from training, including apprenticeship.
16. For a period of four years from the date of the Audit Report, the Contractor shall make its work papers, records, and other evidence of audit available to the Government and the Comptroller General of the United States or his duly authorized representatives and DCA during normal working hours upon written request of the Government, the Comptroller General or his representatives or DCA. The period will be reduced to three years for those Public Housing Agencies for which all projects have had Actual Development Cost Certificates issued. The Government, the Comptroller General and DCA shall be entitled to reproduce any or all of such documents at their expense for which provisions shall be made at the time the need for reproduction arises.
17. Except for disclosure to the Government, the Comptroller General and the Public Housing Agency, the Audit Report and the work papers, records, and other evidence of audit, including information and data prepared or assembled by the contractor under this contract, shall be held confidential by the Contractor and shall not be made available or otherwise disclosed to any person without the prior written approval of the Government and DCA.
18. The Contractor shall fully comply with (a) OMB Circular A-128 and all amendments and supplements thereto; (b) 24 CFR 44 and all amendments thereto; (c) all applicable Federal Law, Statutes and Regulations; (d) all applicable provisions of HUD Handbooks; (e) New Jersey State Law including preparation of a synopsis of the audit for publications; and (f) New Jersey Administrative Code 5:31.7.
19. Additional Services - The Contractor will provide to the Public Housing Agency guidance and advice on accounting and financial matters if requested by the Public Housing Agency, provided however, that the

Contractor shall first receive from the Public Housing Agency written approval prior to commencement of the services.

The Contractor shall be paid, in addition to the compensation, as set forth in paragraph 7 of this Agreement, at the rate of \$\_\_\_\_\_ per hour for the additional services to be performed by the lead Auditor, (Partner or Principal).

IN WITNESS THEREOF the Public Housing Agency and the Contractor have executed this agreement the day and year first above written.

\_\_\_\_\_  
 (Name of Independent Public Audit) Housing Authority of the Borough of Carteret

\_\_\_\_\_  
 (Name) (Date) By \_\_\_\_\_  
 (Name) (Date)

**COMPETITIVE PROPOSAL EVALUATION**

**SYSTEM PROFESSIONAL SERVICES**

**AUDITING  
SERVICES**

Name/Address of respondent: \_\_\_\_\_  
\_\_\_\_\_.

- 1.) Qualifications and experience. (50 points) \_\_\_\_\_.
- 2.) Cost of Services. (10 points) \_\_\_\_\_.
- 3.) Requirements. (20 points) \_\_\_\_\_.
- 4.) Small audit firms including minority and women owned  
and controlled firm. (10 points) \_\_\_\_\_.
- 5.) Location of respondent's office. (10 points) \_\_\_\_\_.

**Total point score:** \_\_\_\_\_.

Narrative review of proposals: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CARTERET HOUSING AUTHORITY**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

**No addenda were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Introduction**

Pursuant to the Fair and Open Process established by N.J.S.A. 39:44A-3, et. Seq., the Carteret Housing Authority seeks Requests for Proposal (“RFP”) from Auditors or accounting firms licensed to practice in the State of New Jersey that wish to serve as Auditor to the Carteret Housing Authority for the 2022 calendar year. The successful person/firm must have significant experience in representing New Jersey public entities and Housing Authorities. The successful person/firm will provide all necessary and desirable services and advice requested by the Housing Authority.

1. Hourly rate and any other charges for services.
2. Break down of billing method.
3. Total Cost.

## **Professional Information and Qualifications**

Each interested Audit shall submit the following information:

1. Name of engineer and firm if any in which engineer is associated;
2. Address of principal place of business and all offices and corresponding telephone and fax numbers.
3. Areas of Practice;
4. Description of experience, qualifications, number of years with the current firm and a descriptive narrative of their experience with projects similar to those required herein;
5. Experience related to representation of Municipalities and other public entities;
6. At least three (3) references, of which must have knowledge of your representation of a public entity;
7. Any other information which the interested engineer deems relevant;
- 8 A copy of your New Jersey Business Registration Certificate;
9. A completed Non Collusion form (attached).
- 10 A completed Affirmative Action form (attached)
11. A completed Americans with Disabilities form (attached)

## **Selection Criteria**

The selection criteria used in awarding a contract or agreement for professional services as described herein shall include:

1. Qualifications of the individual who will perform the tasks and the amounts of their respective participation;
2. Experience and references;
3. Ability to perform the task in a timely fashion and availability for appearances on behalf of the Carteret Housing Authority, including staffing and familiarity with the subject matter; and
4. Cost effectiveness.

## **Submission Requirements**

Responses to this RFP must be delivered in a sealed envelope bearing the

Title: AUDIT SERVICES 2022; and received no later than

**12:00pm on Tuesday, December 13, 2022**

**addressed to:** Carteret Housing Authority

Attn.: Eric Chubenko

96 Roosevelt Avenue, Carteret, New Jersey 07008

Emailed proposal packets not accepted

## **INSTRUCTIONS TO VENDORS AND STATUTORY REQUIREMENTS**

### **SUBMISSION OF RFP's / PROPOSALS**

1. Sealed proposals shall be received by the contracting unit, hereinafter referred to as "Carteret Housing Authority," in accordance with public advertisement as required by law, with a copy of the notice being attached hereto and made a part of the Scope of Services.
2. Sealed proposals will be received by the location at the time and location as stated in the Notice to Vendors.
3. The proposal(s) shall be submitted in a sealed envelope: (1) addressed to the Carteret Housing Authority, (2) bearing the name and address of the Vendor written on the face of the envelope, and (1) clearly marked "SEALED RFP" with the contract title, "Audit Services for 2022". There shall be two (2) original paper copies of the proposal submitted.
4. It is the Vendor's responsibility that proposals are presented to the Carteret Housing Authority at the time and at the place designated. RFP's may be hand delivered or mailed; however, the Carteret Housing Authority disclaims any responsibility for RFP's forwarded by regular or overnight mail. If the proposal is sent by express mail service, the designation in sub-section 3, above, must also appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened.
5. Sealed RFP's forwarded to the Carteret Housing Authority before the time of opening of RFP's may be withdrawn upon written application of the Vendor who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once RFP's have been opened, they shall remain firm for a period of sixty (60) calendar days.
6. The entire proposal section of the RFP package is to be returned completed. All RFP's must be made upon the proposal forms attached hereto, and should give the unit price in figures and the total price for the work, both in words and in figures, and must be signed and acknowledged by the Vendor, in accordance with the directions in the Proposal. All prices and amounts must be written in ink or preferably machine-printed on the forms provided only. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the Scope of Services, or

irregularities of any kind, may be rejected by the Carteret Housing Authority. Any changes, whiteouts, strikeouts, etc. in the RFP's proposal must be initialed in ink by the person signing the proposal.

7. Each proposal form must give the full business address, business phone, fax, e-mail if available, the contact

person of the Vendor, and be signed by an authorized representative as follows:

Proposals by 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.

Proposals by 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.

Proposals by sole-proprietorship shall be signed by the proprietor.

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

8. Vendor 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 Vendors. It is a serious crime for the

Vendor 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 Vendor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

Vendor should consult the statutes or independent legal counsel for further information.

## **INTERPRETATION AND ADDENDA**

1. The Vendor understands and agrees that its proposal is submitted on the basis of the RFP's prepared by the

Carteret Housing Authority. The Vendor accepts the obligation to become familiar with the Scope of Services.

2. Vendors are expected to examine the Scope of Services and related proposal documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Vendors should be promptly reported in writing to the appropriate official. Any prospective Vendor who wishes to challenge a proposal's Scope of Services shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and having no



impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the Vendor fails to notify the Carteret Housing Authority of such ambiguities, errors or omissions, the Vendor shall be bound by the requirements of the Scope of Services and the Vendor's submitted proposal.

3. No oral interpretation and or clarification of the meaning of the Scope of Services will be made to any Vendor. Such request shall be in writing, addressed to the Carteret Housing Authority's finance department via email to [chamvega@aol.com](mailto:chamvega@aol.com). In order to be given consideration, a written request must be received at least three (3) business days prior to the date fixed for the opening of the proposal for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the RFP's, and will be distributed to all prospective Vendors via the Carteret Housing Authority's website ([www.ci.carteret.nj.us](http://www.ci.carteret.nj.us)). All addenda so issued shall become part of the RFP and proposal documents, and shall be acknowledged by the Vendor in the proposal. The Carteret Housing Authority's interpretations or corrections thereof shall be final.

When issuing addenda, the Carteret Housing Authority shall provide required notice prior to the official receipt of proposals to any person who has submitted a proposal or who has received a proposal package pursuant to N.J.S.A. 40A:11-23c.1.

#### 4. Discrepancies in Proposals

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

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Carteret Housing Authority of the extended totals shall govern.

## **INSURANCE AND INDEMNIFICATION**

**The Vendor shall be required to have the following insurance coverage. Said coverage shall be applicable to this proposal and be made a part of the proposal documents:**

### **INSURANCE REQUIREMENTS**

#### Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C.

12:235-

1.6.

#### General Liability Insurance

The Vendor shall furnish evidence to the Carteret Housing Authority prior to the work he/she or any of his/her subcontractors perform and will provide Standard Vendor's Liability for any operations to be performed by vendor or subcontractors as follows:

General liability insurance shall be provided with limits of not less than \$1,000,000 for any occurrence and

\$1,000,000 aggregate for bodily injury and property damage, coverage shall be maintained in full force during the life of the contract.

#### Professional Liability Insurance

Professional liability insurance covering Vendor for claims arising from its representation of the municipality with limits of not less than \$1,000,000 for any one occurrence, which shall be claim based, and coverage shall be maintained in full force during the life of the contract.

### **CERTIFICATES OF THE REQUIRED INSURANCE**

Certificates of Insurance for those policies required shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Carteret Housing Authority as an additional insured.

Self-insured Vendors shall submit an affidavit attesting to their self-insured coverage and shall name the Carteret Housing Authority as an additional insured.

### **INDEMNIFICATION**

The Vendor shall indemnify, defend, and save harmless the Carteret Housing Authority, at the vendors own cost and expense, from and against all losses and all claims, demands, payments, suits, actions, recoveries and

judgments of every nature and description brought or recovered against him, by reason of any act or omission of the said Vendor, his agents or employees, in the delivery of services, execution of the work, or in the guarding of it.

The Vendor shall, and is hereby authorized to, obtain and pay for such insurance, naming as one of the assured, the Carteret Housing Authority of Carteret, as will protect the Carteret Housing Authority from its contingent liability under this contract, and the Carteret Housing Authority's right to enforce against the Vendor any provision of this article shall be contingent upon full compliance by the Carteret Housing Authority with the terms of such insurance policy or policies, a copy of which shall be deposited with the Carteret Housing Authority.

#### **PRICING INFORMATION FOR PREPARATION OF PROPOSALS**

1. The Carteret Housing Authority is exempt from any local, state or federal sales, use or excise tax.
2. The prices shall remain firm for the contract period(s). The prices shall include the delivery and furnishing of all materials, travel time, travel expenses, and the performance of all labor and services necessary for proper completion of the work, except such as may be otherwise expressly provided in the Contract Documents.
3. Vendor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All proposals submitted shall have included this cost.
4. Vendors shall insert prices for furnishing goods and services required by the Scope of Services. Prices shall be net, including any charges for shipping, handling, copying, compiling, packing, etc. All transportation charges shall be fully prepaid by the Vendor. The Carteret Housing Authority shall not be responsible for delivery costs or travel costs of any type.

#### **STATUTORY AND OTHER REQUIREMENTS**

**Where applicable, the following are mandatory requirements of this proposal and contract.**

##### **1. MANDATORY AFFIRMATIVE ACTION CERTIFICATION**

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. The following information summarizes the full, required regulatory text, which is included as Appendix A of this proposal Scope of Services.

Goods and Services (including professional services) Contracts

##### **2. AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Vendors are required to read Americans with Disabilities language that is included as Appendix B

of this Scope of Services and agree that the provisions of Title II of the Act are made a part of the contract. The Vendor is obligated to comply with the Act and to hold the Carteret Housing Authority harmless.

### 3. STOCKHOLDER DISCLOSURE

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 proposal or accompanying the proposal of said corporation or partnership, Vendors shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership (P-2) shall be completed and attached to the proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the proposal.

### 4. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each Vendor (Vendor) submit proof of business registration with the proposal. Proof of registration shall be a copy of the Vendor'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](http://www.nj.gov/njbgs) or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on Vendors and all subcontractors that **knowingly** provide goods or perform services for a Vendor fulfilling this contract:

Failure to submit proof of registration within three (3) days of award for this proposal requires mandatory rejection of a proposal as a non-waivable defect.

### 5. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the proposal.

### 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](http://www.elec.state.nj.us).

Businesses are further required to comply with all local ordinances regarding contribution limits for publicly contracted entities. Business entities are obligated to become familiar with their obligations under the local ordinances prior to submitting proposals for public contracts to the Carteret Housing Authority.

## **METHOD OF CONTRACT AWARD**

1. The Carteret Housing Authority and the successful Vendor, shall execute said contract within 60 days of opening. Failure or neglect of the Vendor to execute said contract or to contact the Carteret Housing Authority to request an extension to execute said contract shall constitute a breach and the Carteret Housing Authority can award the contract to the 2<sup>nd</sup> choice Vendor. Any contract resulting from this proposal shall be subject to a not to exceed amount, and the Carteret Housing Authority shall not be responsible for any amount above the not to exceed amount listed in the Notice of Award. 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 Carteret Housing Authority to the successful Vendor. Terms of the Scope of Services/proposal package prevail. Vendor exceptions must be formally accepted by the Carteret Housing Authority. Vendor exceptions must be listed on the vendor's submitted proposal in order to be considered by the Carteret Housing Authority.
3. The Carteret Housing Authority reserves the right to waive immaterial formalities. The Carteret Housing Authority reserves the right to procure these items under State Contracts or inter-local agreements, if so desired.

## **CAUSES FOR REJECTING RFP's /PROPOSALS**

Proposals may be rejected for any of the following reasons:

1. All proposals pursuant to N.J.S.A. 40A:11-13.2;
2. If more than one (1) proposal is received from an individual, firm or partnership, corporation or association under the same name;
3. Multiple proposals from an agent representing competing Vendors;
4. The proposal is inappropriately unbalanced;
5. The Vendor is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
6. If the successful Vendor fails to enter into a contract within seven (7) days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract.
7. If the mandatory forms are not received within the RFP Packet.

## TERMINATION OF CONTRACT

1. If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner obligations under the contract or if the Vendor shall violate any of the requirements of the contract, the Carteret Housing Authority shall there upon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date of termination. Such termination shall relieve the Carteret Housing Authority of any obligation for balances to the Vendor of any sum or sums set forth in the contract. The Carteret Housing Authority will pay only for goods and services accepted prior to termination.
2. Notwithstanding the above, the vendor shall not be relieved of liability to the Carteret Housing Authority for damages sustained by the Carteret Housing Authority by virtue of any breach of the contract by the Vendor and the Carteret Housing Authority may withhold any payments to the Vendor for the purpose of compensation until such time as the exact amount of the damage due the Carteret Housing Authority from the Vendor is determined.
3. The Vendor agrees to indemnify and hold the Carteret Housing Authority harmless from any liability to Subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Carteret Housing Authority under this provision.
4. In case of default by the Vendor, the Carteret Housing Authority may procure the services from other sources and hold the Vendor 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 Carteret Housing Authority 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 Vendor 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 must be approved by the Carteret Housing Authority.
7. The Vendor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Carteret Housing Authority.
8. The Carteret Housing Authority may terminate the contract for convenience by providing 30 calendar days advance written notice to the Vendor.
9. If the successful Vendor and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the vendor's license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
(Mandatory Affirmative Action Language)

**FOR GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS:**

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

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

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

The Vendor 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 Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

The Vendor 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.**

\_\_\_\_\_  
Vendor initials

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**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. 17:27-1 et seq.

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. 17:27.1 et seq. 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. 17:27-1 et seq.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



## AMERICANS WITH DISABILITIES ACT OF 1990

### Equal Opportunity for Individuals with Disability APPENDIX B

The Vendor and the Carteret Housing Authority, (hereafter "Carteret Housing Authority") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 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 Carteret Housing Authority pursuant to this contract, the Vendor agrees that the performance shall be in strict compliance with the Act. In the event that the Vendor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Vendor shall defend the Carteret Housing Authority in any action or administrative proceeding commenced pursuant to this Act. The Vendor shall indemnify, protect, and save harmless the Carteret Housing Authority, 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 Vendor 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 Carteret Housing Authority's grievance procedure, the Vendor agrees to abide by any decision of the Carteret Housing Authority which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Carteret Housing Authority, or if the Carteret Housing Authority incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Vendor shall satisfy and discharge the same at its own expense.

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

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

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

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Vendor Initials

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (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. *SI21 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

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

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Vendor's initials

## **NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at [www.nj.gov/dca/lgs/lpcl](http://www.nj.gov/dca/lgs/lpcl).

**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid

entitled \_\_\_\_\_, and that I executed the said proposal with  
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_ relies upon the truth of the statements contained in said Proposal

(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to  
before me this day

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2\_\_\_\_

(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

(Seal)

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

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

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

Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

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

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

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

information on each such person. Attach additional sheets if more space is needed. Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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

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

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *Carteret Housing Authority* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *Carteret Housing Authority* to notify the *Carteret Housing Authority* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *Carteret Housing Authority* to declare any contract(s) resulting from this certification void and unenforceable.

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

Contact Information for the respondent:

Name:

Address:

Phone:

Email:



STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number:

Bidder/Offeror:

PART 1: CERTIFICATION

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.  
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 list"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Appropriate and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN** You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name	Relationship to Bidder/Offeror
Description of Activities	
Duration of Engagement	Anticipated Cessation Date
Bidder/Offeror Contact Name	Contact Phone Number

| ADD AN ADDITIONAL ACTIVITIES ENTRY |

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

Full Name (Print):

Signature:

Title:

Date:

**Please submit 2 originals of the Request for Proposal**