

**HOUSING AUTHORITY OF THE
TOWN OF MORRISTOWN**

REQUEST FOR PROPOSALS

**PHYSICAL NEEDS ASSESSMENT
AND ENERGY AUDIT**

Under a Fair and Open Process in Accordance
with N.J.S.A. 19:44A-20.4 et seq.

PROPOSALS MUST BE SUBMITTED BY

11:00 a.m. on August 17, 2018 to:

Douglas Priester
Director of Operations
Housing Authority of the Town of Morristown
31 Early Street
Morristown, New Jersey 07960

Request for Proposals

Proposals for a Physical Needs Assessment and Energy Audit will be received by the Housing Authority of the Town of Morristown (“MHA”), 31 Early Street, Morristown, N.J. 07960, until **11:00 a.m. on August 17, 2018.**

The RFP documents can be obtained by contacting Douglas Priester, Director of Operations, at (973) 292-4155 or dpriester@morristownha.com.

An original and one (1) copy of the proposal must be submitted in a sealed package to the MHA. The package must be clearly marked in accordance with the following format: “Proposal for [Identify] Services”. All proposals must be received at the address and by the deadline first stated above.

All responses submitted are subject to these instructions and to the Instructions to the Offerors, Non-Construction form [HUD 5369-B](#).

The MHA reserves the right to reject any and all proposals and/or to waive any informality in the responses. No proposals may be withdrawn within sixty (60) days after the submission deadline.

Part I. Introduction and Overview

The Housing Authority of the Town of Morristown (hereinafter “Housing Authority” or “MHA”) is a public corporate body created under the laws of the State of New Jersey. Its mission is to provide decent, safe, and sanitary housing for low-income families and senior citizens. The MHA is substantially funded by the U.S. Department of Housing and Urban Development (“HUD”) for the operation and modernization of its low-income housing units.

The Housing Authority is seeking a qualified firm to undertake and complete, according to HUD requirements, a Physical Needs Assessment (“PNA”) and Energy Audit (“EA”). Specifically, this firm will be responsible for following HUD’s PNA protocol, using HUD’s PNA tool, providing the Housing Authority with a written report and the completed PNA tool, and assisting the Housing Authority in successfully submitting PNA data to HUD. In addition, this firm will be responsible for conducting the EA in accordance with the requirements listed at 24 C.F.R. 965.302 and including the results of the EA in the PNA.

Proposals should demonstrate detailed plans for the provision of required services in a manner that will result in the successful and timely completion of the services. In addition, proposals should demonstrate capacity and readiness to perform the required services immediately upon execution of the contract with the Housing Authority. Finally, proposals should include evidence of qualifications and previous experience relative to the provision of such services. **All proposals submitted in response to this request must conform to all of the requirements and specifications outlined within this document in its entirety, including all attachments and addenda.**

This Request for Proposals, including all attachments and addenda, is being issued by the Housing Authority. The contact person is:

Douglas Priester, Director of Operations
Housing Authority of the Town of Morristown
31 Early Street, Morristown, NJ 07960
Telephone: 973-292-4141
Email: dpriester@morristownha.com

Part II. Scope of Services

1. General Overview

- 1.1.** The MHA operates or has responsibility for four housing developments located within two Asset Management Projects (“AMPs”) in Morristown, New Jersey. Each of these developments are included within the scope of this Request for Proposals. The relevant information on these developments is as follows:

AMP 1

Development 1 (200 Units)

- Includes Manahan Village, Flagler Street, Clyde Potts Drive, Clyde Potts Court, and Orchard Street.
- Consists of sixteen (16) row or townhouse dwellings, eight (8) walk-up dwellings, and one (1) semi-detached dwelling.
- Contains an office, a community room, a laundry room, and a kitchen.
- Utilizes a common natural gas hydronic heating system and a common natural gas hot water heater.

AMP 2

Development 2 (100 Units)

- Includes 31 Early Street
- Consists of seventy (70) one bedroom apartments and thirty (30) efficiency apartments in a five (5) story building.
- Contains offices, a maintenance shop, a laundry room, a community room, a compactor room, and a boiler room.
- Utilizes a common natural gas hydronic heating system and a common natural gas hot water heater.

Development 3 (100 Units)

- Includes 39 Early Street
- Consists of thirty (30) one bedroom apartments and seventy (70) efficiency apartments in a five (5) story building.
- Contains offices, a laundry room, a community room, a compactor room, and a boiler room.
- Utilizes a common natural gas hydronic heating system and a common natural gas hot water heater.
- A garage area is also located at this site.

Development 4 (70 Units)

- Includes 29 Ann Street.
- Consists of fifty two (52) one bedroom apartments and eighteen (18) efficiency apartments in a five (5) story building.
- Contains offices, a laundry room, a community room, a compactor room, and a boiler room.
- Utilizes a common natural gas hydronic heating system and a common natural gas hot water heater.

1.2. The PNA and EA must be performed in accordance with all current HUD regulations, the HUD PNA software (the “PNA tool”), forms, user guides, and other guidance as may be issued by HUD from time to time.

1.3. The PNA and EA are to include both dwelling and non-dwelling spaces and buildings, as well as roads and parking areas contained within each development.

- 1.4. The results of the PNA and EA will provide the MHA with data to make both long- and short-term strategic decisions on its physical inventory and assist in obtaining financing.

2. Physical Needs Assessment (“PNA”) Scope of Work

2.1. General Requirements. The PNA will be conducted in accordance with the PNA User Guide, the Public Housing and Modernization Standards Handbook 7485.2, 24 C.F.R. 905.300, and 24 C.F.R. 965.302. The selected firm will provide a full range of services including evaluating the existing conditions of the housing stock based upon a representative sample selection of buildings, units, common areas, and other MHA physical facilities. The PNA will identify energy conservation measures and the cost-savings that will result from implementing such measures. At a minimum, the goal of the PNA is to identify and provide a description of all physical improvements that will be required to bring the property back to a level comparable with “as-built”, to the degree reasonably possible based on available components and building age. All identified physical improvements will meet or exceed HUD mandatory standards and those established by local and state health, safety, and building codes. The effort should provide the MHA with the information necessary to ensure long-term physical viability and in a manner suitable for planning and budgeting purposes. Data shall be entered in a format suitable for HUD reporting requirements.

- 2.1.1. Identify deficient conditions, such as those that result from deferred maintenance, building and life safety code noncompliance, and obsolescence issues.
- 2.1.2. Perform interviews and review existing property documentation with knowledgeable MHA staff regarding building plans, building histories, prior assessments and energy audits, maintenance records, and Real Estate Assessment Center (“REAC”) scores of each development.
- 2.1.3. Identify all development components that will be part of the assessment.
- 2.1.4. Establish a statistically-valid methodology to sample multiple like-kind buildings, units, common areas, and other physical facilities.
- 2.1.5. Establish a plan to inspect the following in each development:

- Ten (10) percent of dwelling units
- Ten (10) percent of scattered site units
- One hundred (100) percent of common areas and non-dwelling facilities

The HUD PNA tool provides a general list of potential components to be assessed. Generally, components to be assessed are those for which replacement represents a significant capital cost eligible for funding from the HUD Capital Fund grant received by the MHA. The HUD list is not all inclusive and may not include significant components that will need assessment.

- 2.1.6.** Perform walkthrough assessment/inspections of each development to ascertain the condition of the properties; the **immediate** critical and non-critical needs; general code compliance; expected repair, replacement, and major refurbishment needs; and total estimated cost to complete such items. The assessor will record the data on the HUD PNA approved data collection forms for the following: site, building exterior, building systems, unit, and common areas.
- 2.1.7.** Identify work necessary to comply with federal, state, and local requirements and codes, such as the elimination of asbestos/lead and energy code compliance.
- 2.1.8.** The assessor will provide and record an estimate of Expected Useful Life (“EUL”) for each individual component and will provide a source for EUL in general.
- 2.1.9.** The assessor will provide and record a replacement unit cost for each individual component and for a total of those components (e.g. per window and per all similar windows).
- 2.1.10.** Identify work items needed and costs for implementation to make selected units accessible and usable by the disabled as required by Section 504 of the Rehabilitation Act of 1973. This will include costs to retrofit a specific number of dwelling units to meet Section 504 requirements for persons with disabilities. Each area that is designated as part of Section 504 or Americans with Disabilities (“ADA”) requirements will be inspected to ensure that the components are functioning according to their purpose. *NOTE: A regulatory compliance review is not required for these units or areas, only a functionality and EUL assessment is needed.*
- 2.1.11.** Identify energy conservation measures and review energy audit reports to incorporate energy audit recommendations into the PNA. Evaluate options for increased energy efficiency.
- 2.1.12.** The intent of the assessment is to perform a full evaluation based on visual observation of accessible areas. The assessor is not expected to perform destructive or forensic testing (opening wall cavities, cutting pipes, etc.) or to enter confined spaces. No destructive testing is to take place without the prior written approval of the MHA.
- 2.1.13.** Any deficiencies identified that could have an impact on health and safety will be brought to the attention of the MHA immediately by written and verbal notification as a matter of ensuring the safety of residents and MHA staff.
- 2.1.14.** The selected firm will develop a Comprehensive Costing Library. Professional / Certified cost estimated utilizing “R.S. Means” construction costing is preferred. Building a comprehensive cost and EUL component library is vital to using the HUD PNA Tool. The comprehensive cost and EUL component library must contain descriptions and reference information.

2.1.15. Provide a detailed report for the MHA development that details the assessment data. The selected firm will detail quantity and cost estimates to accomplish each work item, a total for each project, and a grand total to accomplish all needed physical improvements. *General work category (e.g. kitchens, bedrooms) costing without specific work item costing is unacceptable.* Provide individual cost tables and digital photographs to document notable conditions at each property. The selected firm shall show a line-item prioritization. The work shall include a review of any prior plans, recommendations, and a detailed report on items completed in the interim. The major part of the work consists of a thorough assessment of noted property, leading to a prioritized list of recommended improvements, plus a detailed physical database. Included is the identification of work that may be recommended to improve long-term viability, such as change in physical configurations, comprehensive revitalization with total demolition, and/or disposition. All data will be entered into the HUD PNA tool, sufficient to produce a twenty (20) year cost projection of needs for each capital component.

2.1.16. The PNA will require the use of a HUD tool that can be found at the following HUD website address:
https://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph/capfund/gpnatool.

2.1.17. The work performed by the selected firm under this RFP must be in compliance with the proposed regulations as known at the time of issuance. Data collected under this RFP must include all information required under the proposed rule and must be sufficient to enter into the PNA tool. Proposals must include all costs to complete the HUD PNA tool. *The proposed rule referenced above revises HUD's EA requirements for the purpose of clarifying such requirements, as well as identifying energy-efficient measures that need to be addressed in the EA and procedures for improved coordination with the PNA.*

2.2. Phases of Work. Work shall consist of three phases:

2.2.1. Pre-Assessment- focuses primarily on preparing for the assessment, as well as collecting and recording development data and utilizing architectural plan measurements and count data.

2.2.2. Assessment- focuses on identifying all building components, including quantities of each present component; establishing remaining useful life (“RUL”); and determining eligibility and cost of component refurbishment or replacement.

2.2.3. Post-Assessment- focuses on establishing industry-standard parallels through collection, review, data input, and report production.

2.3. Steps of Work. The steps involved include, but are not limited to:

- 2.3.1. Develop a detailed survey scope and survey methodology, pertinent to the collection of all assessment data and the information required to develop the database.
 - 2.3.2. Survey existing physical conditions at the development, including but not limited to: the roofs, envelopes, windows, landscaping, streets/parking areas, sidewalks, etc.; the building interiors, including all finishes, fixtures, materials, and equipment; all common areas, including halls, lobbies, stairwells, etc.; crawl spaces, utility tunnels, etc.; and all mechanical, electrical, plumbing, and air conditioning systems, etc.
 - 2.3.3. Interview resident representatives and maintenance and management staff; collect and record all relevant data.
 - 2.3.4. Based on information gathered in the steps above, analyze the condition of all systems and components at the development and identify all capital improvements or modernization necessary.
 - 2.3.5. Provide cost estimates for each item of recommended improvement, including units and unit prices where applicable.
 - 2.3.6. Employ quantitative units in building the database wherever possible.
 - 2.3.7. Review the MHA's most recently available PNA to verify which items were completed and which items remain to be completed.
 - 2.3.8. Prioritize each work item. There should be at least five (5) categories of priority, ranging from emergency, through urgent, to long-range.
 - 2.3.9. Provide the entire plan in an electronic database format to facilitate the future updating of the facilities condition evaluations.
- 2.4. PNA Report.** Upon completion of the inspections, the selected firm will provide a report to the MHA in narrative and spreadsheet forms that meets the MHA requirements, in both paper and electronic format. This requirement also includes the XML report to be generated from the PNA tool for submission to HUD. The draft report will contain the PNA results, including ECMs from energy audits, and will be submitted to MHA for review and comments. The report shall include the following:
- 2.4.1. An introductory background section, summarizing the prior PNA and history; the past capital improvements; the assessment procedures, assumptions, and methods; the prioritizing system and approach; the cost-estimating methods and assumptions; and an explanation of and reference to the cost-estimating guide proposed.

- 2.4.2. A separate HUD Form 52828, Physical Needs Assessment, for each asset management property/development assessed. Attach to each report color photographs and a detailed narrative describing the property's exterior and interior physical elements and condition, including architectural and structural components and mechanical systems. Include a section for the development that gives general information and descriptions of the development.
- 2.4.3. A listing of each issue of deficiency, by priority, giving at a minimum the system (HVAC, site, unit interior, etc.), a brief description of the problem, a brief recommendation, and a cost estimate.
- 2.4.4. An attachment that includes an overall listing of the recommended work items by priority, a copy of the survey form, and a listing of all the systems, components and subcomponents, and entry codes used in the database.
- 2.4.5. An Executive Summary summarizing major findings and recommendations plus any other major issues, including any repair items that immediately impact health and safety such as code violations; regulatory compliance issues such as relocation planning, asbestos-containing materials, lead-based paint, and environmental issues; or systematic problems. Also describe any Section 504 work items, energy conservation measures, and any environmental hazard (asbestos/lead-based paint) items.

3. Energy Audit ("EA") Scope of Work

- 3.1. General Requirements.** The EA will be conducted in accordance with 24 C.F.R. 965 and applicable energy codes. The selected firm will provide a full range of services including evaluating the existing conditions of the housing stock on the basis of a physical inspection of a representative sample. The representative sample may be, but is not required to be, the same representative sample used for the PNA. The EA will identify water and energy conservation measures ("ECMs") and the cost-savings that result from implementing the measures. All identified physical improvements will meet or exceed HUD mandatory standards and those established by local and state health, safety, and building codes. The selected firm shall enter the data into the PNA tool for each ECM considered sufficient to include the ECM as an alternate item on the cost projection and to calculate a simple payback for each considered ECM. Data fields required for each ECM are the general specification of the ECM, its cost, its estimated useful life, its estimated annual water/energy consumption, the utility rate applicable to the ECM, and the water/energy consumption of the component to be replaced by the ECM if applicable.
- 3.2. Scope of Services.** The EA shall be conducted in compliance with the standards established by the State of New Jersey for energy audits and the American Society of Heating, Refrigerating, and Air-Conditioning Engineers ("ASHRAE") for Level II energy audits. The EA shall analyze all of the ECMs, and the payback period for these measures, that are pertinent to the type of buildings and equipment operated by the MHA.

- 3.2.1.** The objectives of the EA are to identify ECMs, to determine costs to implement each ECM, and to calculate the cost-savings that result from implementing the ECMs. Additionally, the EA should identify any compliance, health, or safety issues related to energy improvements. Each development will require conduct of a non-investment grade EA and a report.
- 3.2.2.** The EA shall be conducted in accordance with HUD's proposed energy audit rule (Public Housing Energy Audits, published in the Federal Register on November 17, 2011), HUD's Public Housing Modernization Standards Handbook 7485.2 REV-1 (dated February 4, 1985), and HUD's Energy Conservation for Housing- A Workbook (dated January 1998).
- 3.2.3.** The selected firm shall analyze the utility bills provided by the MHA for the three (3) most recent years for all common areas and units (to the extent available). The analysis shall identify trends of consumption against a benchmark(s) to support prioritization recommendations for actions such as implementing ECMs, maintenance activities, and/or resident education.
- 3.2.4.** The energy walkthrough survey must include Core ECMs, which have a proven track record at reducing energy and water consumption. The Core ECMs include items related to building envelopes (e.g., insulation); heating, cooling, and other mechanical systems; water conservation; power, lighting systems, and controls (e.g., CFL); and appliances (e.g., ENERGY STAR).
- 3.2.5.** Review of all available building plans, specifications, product literature, and test and balance data to quantify building and equipment design criteria, parameters, and sizes. The review should also include architectural, mechanical, and electrical drawings and specifications for housing developments, administrative offices, and other buildings and identify whether any energy conservation measures or energy-saving equipment is in use.
- 3.2.6.** Collection of climatological data for the local area, to correlate energy usage to weather conditions.
- 3.2.7.** Interviews of selected property, maintenance, and modernization personnel and residents to determine problem areas and concerns.
- 3.3.** Advanced ECMs, which include advance, experimental, or difficult improvement items such as fuel conversion, conservation technologies (energy management systems), energy-generating technologies, and renewable energy systems (solar, geothermal), may be considered for supplemental feasibility study outside the scope of this contract.
- 3.4. Report Documentation or Report Preparation:** The selected firm shall develop a comprehensive Energy Audit Report for each housing development and submit to the MHA. This report shall contain:

- 3.5.1.** A summary of energy conservation measures studied and those recommended for implementation, by development.
- 3.5.2.** A detailed description of each energy conservation measure, the cost to implement, the estimated annual savings that must result, and the average simple payback.
- 3.5.3.** All energy-savings opportunities ranked according to their payback, by Project, starting with the quickest and ending with the longest payback.
- 3.5.4.** Recommendations as to the order in which the recommended energy-savings opportunities should be implemented in order to provide the MHA with a master plan of action.
- 3.5.5.** Presentation of the interrelationships of the various ECMs in a project so that the MHA understands the impact that implementing each measure has upon the other proposed measures.
- 3.5.6.** All backup engineering calculations, so that the EA Report can be readily updated each year to reflect changes in the cost of energy or the cost to implement the energy-savings measures.

4. Deliverables and Timeframe

4.1. The selected firm shall deliver the following:

- 4.1.1.** A briefing, at a time, date, and place determined by the MHA, reflecting an overview of the selected firm's findings based on the completed Physical Needs Assessment and Energy Audit.
- 4.1.2.** A full, bound hard copy of the results of the PNA and EA. This includes a separate report prepared for each development that includes a discussion of all building systems, photographs of representative interiors and systems, and a table showing immediate repairs and life-cycle component replacements.
- 4.1.3.** A copy of the PNA tool with all of the MHA PIC Data, Inspections, Master Cost Library, Replacement Needs, Refurbishment Needs, Sustainability Needs, Accessibility Needs, and Marketability Needs installed, if necessary.
- 4.1.4.** A demonstration of technical assistance to MHA staff regarding submission of the required reports to HUD, including the PNA and future annual updates. This shall consist of no less than two hours of training to MHA staff to instruct them in the use of the PNA tool for ongoing management and annual updating.
- 4.1.5.** Preparation of the initial XML submission (generated within the PNA tool) and detailed instructions for how the MHA should submit it to HUD in accordance with

HUD requirements. Provide instructions or references to the procedure for applying annual updates for submission to HUD.

4.1.6. Continue to provide MHA staff with technical assistance until they are able to successfully submit the completed PNA file, which must be validated by HUD as a successful submission.

4.1.7. Two (2) hard copies of each aforementioned item shall be submitted, as well as one electronic copy submitted in either MS Excel or MS Word format on a “flash” or “thumb” drive. These documents/devices shall be the sole property of the MHA. The selected firm shall not provide the documents produced for the MHA under this RFP to any other party unless approved in writing by the MHA.

4.2. Time Completion Plan/Schedule (TCP/S): Qualified firms shall establish in the TCP/S the schedules/milestones shown below for the deliverables identified.

Deliverables	Timeframes/Milestones
Draft Physical Needs Assessment (“PNA”)	Within ninety (90) days after the effective date of the Notice To Proceed (“NTP”)
Draft Energy Audit (“EA”)	Within ninety (90) days after the effective date of the NTP
FINAL Physical Needs Assessment (PNA)	Within thirty (30) days after receipt of comments on the “Draft” PNA
FINAL Energy Audit	Within thirty (30) days after receipt of comments on the “Draft” EA

4.3. All deliverables are to be sent to:

Housing Authority of the Town of Morristown
 31 Early Street
 Morristown, New Jersey 07960
 ATTN: Douglas Priester, Director of Operations
dpriester@morristownha.com

Part III. Qualifications

In order to be considered qualified to perform the services identified under the Scope of Work, the respondent must have the following qualifications:

1. Physical Needs Assessment.

1.1. Is licensed to provide professional architectural/engineering services in the State of New Jersey and has experience providing such services to public housing authorities.

- 1.2. Has at least five (5) years' experience performing physical property inspections and cost estimations for public housing authorities; demonstrated knowledge of applicable multifamily building standards and codes; demonstrated knowledge of energy-efficiency practices; and a working knowledge of commonly used computer technology (such as MS Word and MS Excel).
- 1.3. Is approvable by the United States Department of Housing and Urban Development (HUD).
- 1.4. Has never, at any time, been suspended, debarred, declared ineligible, or voluntarily excluded by the Department of Housing and Urban Development, the Department of Justice, the General Services Administration, the Internal Revenue Service, or any other federal agency or the Federal Government, and/or the New Jersey Department of Labor or any other state agency or the State of New Jersey.
- 1.5. Has the capacity to complete the full scope of services within the timeframe designated by the MHA within this RFP.

2. Energy Audit

- 2.1. Is licensed to provide professional architectural/engineering services in the State of New Jersey and has experience providing such services to public housing authorities.
- 2.2. Has basic knowledge and experience to produce a useful and reliable energy audit.
- 2.3. Is certified ("energy auditor", "certified energy auditor", "certified energy manager", "HERS Rater") by a state or national energy auditing certifying agency. Acceptable certifications include those provided by the American Association of Energy Auditors ("AEE"), the Building Performance Institute ("BPI"), and the Residential Energy Services Network ("RESNET").
- 2.4. Is approvable by the United States Department of Housing and Urban Development (HUD).
- 2.5. Has never, at any time, been suspended, debarred, declared ineligible, or voluntarily excluded by the Department of Housing and Urban Development, the Department of Justice, the General Services Administration, the Internal Revenue Service, or any other federal agency or the Federal Government, and/or the New Jersey Department of Labor or any other state agency or the State of New Jersey.
- 2.6. Has the capacity to complete the full scope of services within the timeframe designated by the MHA within this RFP.

3. Insurance.

3.1. Must possess and maintain the following insurance coverages: **(1)** Worker’s Compensation Insurance – all aspects of coverage (including but not limited to scope and amount of coverage) must be in accordance with New Jersey Worker’s Compensation laws; **(2)** Automobile Liability Insurance – must cover all owned, non-owned, and hired vehicles used in connection with the services, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage; **(3)** Comprehensive General Liability Insurance – must be in an amount not less than \$1,000,000 per occurrence or \$2,000,000 aggregate, with a deductible per claim not to exceed \$10,000. The property and casualty section must specifically identify the Housing Authority’s property as being covered by the Policy; and **(4)** Professional Liability Insurance – must include but not be limited to errors and omissions and must be in an amount not less than \$1,000,000 per occurrence with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

4. Business Registration.

4.1. Must be registered to do business in the State of New Jersey.

Part IV. Contract Requirements

The successful respondent will be required to execute the Housing Authority’s contract within seven (7) days of receiving the notice of award.

Part V. Additional Items

1. Proposal Submission: All interested qualified firms should submit an original and one (1) copy of a written proposal for the completion of all work identified herein. Each proposal shall contain the following information:

- 3.1.** Respondent’s complete name, address, telephone and fax numbers and email address, including the name of the Respondent’s proposed primary provider(s) of services.
- 3.2.** Detailed description of Respondent’s qualifications and experience as they relate to providing professional architectural and engineering services to public housing authorities in the State of New Jersey.
- 3.3.** Detailed description of Respondent’s specialized knowledge and understanding of the Scope of Services and Respondent’s overall experience and approach to performing such.
- 3.4.** Three (3) references relevant to the performance of services similar to those required herein.
- 3.5.** A Certificate of Insurance demonstrating adequate insurance coverages are in effect.

- 3.6. Copies of state licenses to provide professional architectural and engineering services.
- 3.7. A statement and listing of professional service fees offered to the Housing Authority, if selected, in the form of a guaranteed lump sum to complete the work, identified by component as follows: (1) Physical Needs Assessment; and (2) Energy Audit.
- 3.8. All proposals must also include the following documents: (1) Executed copy of HUD-5369-C (Certifications and Representations of Offerors); (2) Statement of Corporate Ownership; (3) Certification regarding Non-Debarment, Suspension, Ineligibility and Voluntary Exclusion; (4) Affidavit of Non-Collusion; and (5) Affirmative Action Compliance Notice.

All proposals (an original and one (1) copy) should be in a sealed envelope marked “Proposal for Physical Needs Assessment and Energy Audit” and delivered to Mr. Douglas Priester, Director of Operations, Housing Authority of the Town of Morristown, 31 Early Street, Morristown, New Jersey 07960 no later than **11:00 a.m.** on **Friday, August 17, 2018.** Late proposals will not be accepted.

The Housing Authority assumes no responsibility for proposals that are mis-mailed or misdirected. Proposal will not be accepted by electronic mail or facsimile.

The Housing Authority reserves the right to reject any or all proposals. The Housing Authority reserves the right to declare any proposal unresponsive which does not include the above required documentation or which is deemed incomplete in any way. Any such proposal may be subject to rejection at the sole discretion of the Housing Authority.

2. Proposal Evaluation: proposals will be evaluated to determine the extent to which the Respondent’s qualifications and capabilities provide the best value to the Housing Authority. Each proposal will be ranked using the below criteria based upon the information presented in the proposals, the MHA’s knowledge from prior engagements, if applicable, independent background checks, or other factual information available to the MHA.

EVALUATION CRITERIA	Total Possible Points
PHA Experience. Respondent’s experience providing Professional Architectural and Engineering services to Public Housing Authorities.	20
Qualifications. Degree to which Respondent possesses the requisite qualifications to successfully perform the Scope of Services.	20
Past Performance. Respondent’s previous performance providing similar services in terms of cost control, quality and thoroughness of work, compliance with schedules and timeliness of responses.	20
Familiarity with Regulations. Respondent’s familiarity with Federal, State and Local regulations, including HUD regulations, as they relate to the Scope of Services identified herein.	10
Capability. Respondent’s capabilities to provide Professional Architectural and Engineering services within the time limits described herein considering Respondent’s current and planned work.	10
Fee. The reasonableness of Respondent’s fee proposal.	20
Total Points Possible	100

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

The contractor and the Housing Authority of the Town Morristown, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 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.

MANDATORY AFFIRMATIVE ACTION LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)
Goods, Professional Service and General Service Contracts

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional 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, 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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, 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 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 office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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:]

Certifications and Representations of Offerors Non-Construction Contract

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)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> 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:

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

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 entity 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 Morristown Housing Authority relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I 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 _____
Date

Signature

(Type or print name of affiant under signature)

Notary public of _____

My Commission expires _____
(Seal)

STATEMENT OF CORPORATE OWNERSHIP

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 Limited Liability Corporation Corporation Sole Proprietorship
 Limited Partnership Limited Liability Partnership Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

% of Ownership: _____

% of Ownership: _____

Name: _____

Name: _____

Subscribed and sworn before me this ____ day of _____, 2018

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

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 and 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 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 successor vendor(s) must submit the copies of the AA 302 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 vender.

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: _____

PROPOSAL DOCUMENT CHECKLIST

Submission Requirement	Initial each required entry and if required submit the item
An Original and One Copy of Entire Proposal	
Support for Qualifications	
Support for Evaluation Factors	
References and Resumes	
Statement of Corporate Ownership	
Non-Collusion Affidavit	
Certification Regarding Non-Debarment	
Valid State of N.J. Business Registration Certificate	
Form HUD-5369-C	
Certificate of Insurance	
Affirmative Action Compliance Notice	