

**Housing Authority of the Town of Morristown**  
**NOTICE**  
**Request for Qualifications RFQ #19-006**  
**Service Providers for Health, Social & Recreation Programs**

The Housing Authority of the Town of Morristown (“MHA or Housing Authority”), New Jersey, invites proposals from qualified, certified (where required) vendors to conduct health, social and various recreation programs at its various locations. The MHA is seeking experienced vendors who have a demonstrated track record in successfully conducting programs and who can demonstrate capacity and readiness to perform the required services immediately upon execution of a contract with the MHA. Contract term is anticipated to be a 12-month contract with an option to extend, at the Authority’s election and by Board approval, where necessary, for two, one-year extensions, contingent upon availability of funds and appropriations.

Interested and qualified firms are invited to obtain a copy of the solicitation RFQ #19-006 by submitting an email request to [MHAProcurement@morristownha.com](mailto:MHAProcurement@morristownha.com) or from our website, [www.morristownha.org](http://www.morristownha.org). An electronic proposal must be submitted and received via email to [MHAProcurement@morristownha.com](mailto:MHAProcurement@morristownha.com). The proposal must be titled with the words “**Service Providers RFQ #19-006**”.

During the period between the issuance of this solicitation and the proposed due date, no oral interpretation of the solicitation requirements will be given. Requests for interpretation (and other questions) must be made in writing to [MHAProcurement@morristownha.com](mailto:MHAProcurement@morristownha.com) with the Subject heading “**Service Providers RFQ #19-006 Questions**”.

Following advertisement, the MHA may wish to amend the contents of the solicitation. In such situations, the MHA will issue an addendum setting forth the nature of the modification. All addenda will be posted on the MHA website at [www.morristownha.org](http://www.morristownha.org) and distributed to the prospective respondents, if known, via electronic mail.

All responses submitted are subject to these instructions and to the Instructions to the Offerors, Non-Construction form [HUD 5369-B](#) and all respondents must comply with 24 CRF 85.36. Respondents are required to comply with the requirements of NJSA 10:5-31 et seq. and NJAC 17:27 (PL 1975 c 127 Affirmative Action).

The MHA reserves the right to reject any or all proposals for cause and to waive any informality in the submission process if it is in the public interest to do so. No qualification shall be withdrawn for a period of one hundred and twenty (120) days subsequent to the due date of the qualifications, without the consent of the MHA.

**KEITH D. KINARD**  
**EXECUTIVE DIRECTOR**

**HOUSING AUTHORITY OF THE  
TOWN OF MORRISTOWN  
31 Early Street  
Morristown, New Jersey 07960**

**REQUEST FOR QUALIFICATIONS #19-006  
SERVICE PROVIDERS FOR HEALTH, SOCIAL &  
RECREATION PROGRAMS**

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

PROPOSALS MUST BE SUBMITTED BY

**ON-GOING**

TO

[MHAProcurement@morristownha.com](mailto:MHAProcurement@morristownha.com)

## **A. OVERVIEW**

The Housing Authority of the Town of Morristown (hereinafter “Housing Authority” or “MHA”), New Jersey, 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 of its Housing Choice Voucher Program (“HCVP” formerly Section 8). The Housing Authority administers 470 Project-Based Voucher units and 150 Tenant-Based Vouchers in the Town of Morristown.

The following residential and commercial locations are open for consideration for programs:

**1. Senior Buildings [three (3) mid-rises]:**

- a. **31 Early Street** - a 5-story, 100 unit building with an interior community room, first floor public restrooms, warming kitchen, pool table, storage closets, large screen television with cable, on-street visitor parking, public garage parking nearby and outdoor sitting areas.
- b. **39 Early Street** - a 5-story, 100 unit building with an interior community room, first floor public restrooms, warming kitchen, pool table, storage closets, large screen television with cable, on-street visitor parking, public garage parking nearby and outdoor sitting areas.
- c. **29 Ann Street** – a 5-story, 70 unit building with its own community room, first floor public restrooms, warming kitchen, storage closets, large screen television with cable, on-site visitor parking, public garage parking nearby and outdoor sitting areas.

**2. Family Site [Manahan Village]:**

- a. Manahan Village totals 200 apartments comprised of 27 buildings that covers four (4) adjoining streets (Flagler Street, Clyde Potts Drive, Clyde Potts Court and Orchard Place).
- b. The buildings are a combination of walk-ups, row homes and adjoined townhomes.

**3. Recreation Center** – Located at the Manahan Village development, a 6,400 square foot recreational center, comprised of two floors, pre-school children bathrooms, adult restrooms, offices and various activity and program spaces.

The MHA is requesting proposals from qualified, certified (where required) and experienced vendors who have a demonstrated track record to conduct health, social and various recreational programs at its locations. Submitted proposals must outline the nature of the services, background of firm, experience and credentials of firm and staff, and parameters of program(s) vendor seeks to offer at any Housing Authority locations. 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. Contract term is anticipated to be a 12-month contract with an option to extend, at the Authority’s election and by Board approval, where necessary, for two one-year extensions, contingent upon appropriations and availability of funds.

## A. SCOPE OF SERVICES

The Housing Authority of the City of Morristown, New Jersey, seeks qualified vendors to conduct health, social activities and recreational programs at various locations for participants including pre-schoolers, teenagers, adults, and seniors. Services may include but is not limited to the following age specific and/or program categories:

1. Pre-School Program
2. After-School Program
3. Teen Programs (Boys and Girls)
4. Adults (18+ Years of Age): Exercise, Fitness, Zumba, Yoga, Boot Camp, Nutrition
5. Seniors: Fitness, Social Engagement, Safety, Nutrition
6. Employment Training
7. Job Preparedness
8. Computer Programs 101
9. Social Media 101
10. Health Fairs & Screenings

In addition, the following is required to ensure consistency and efficiency of all programs and services offered:

- All programs and services must be **marketed/promoted** directly by service providers; facility staff will provide guidance on promoting the programs/services only.
- Any **cancellations** for any reason must be communicated to attendees by the service provider.
- No events should be scheduled on holidays when MHA is closed.
- All program flyers must be **translated in English & Spanish** and approved by MHA in advance.
- Staff and volunteers must wear identifying badges (provided by MHA at a nominal cost) at all times while in facilities; noting organization name or logo, individual name and title.
- Driver's License or State ID for all **staff members/volunteers** must be provided prior to start of contract.
- Everyone entering building for programs and events **must sign Visitor's Log**.
- A Code of Conduct Policy for staff and attendees may be required for submission prior to start of contract.
- An Incident Report Policy may be required for submission prior to start of contract.
- A quarterly program/service **audit** will be conducted.

## C. PROPOSAL NARRATIVE

Vendor's proposal must include the following information:

1. **Cover Letter** - Vendor business introduction with primary contact name, address, telephone and email address noting interest in partnering with the Housing Authority to provide the subject matter of the solicitation including a summary of the Vendor's background and core area(s) of business.

2. **Qualifications** - Vendor must be qualified to perform proposed scope of services and must provide with proposal credentials (licenses, certifications demonstrating the Vendor's and/or staff's qualifications).
3. **Experience** - Vendor must outline previous experience in the program area of their proposal including number of years conducting the program(s), current or past successful program partnerships, current or past program locations, specific successful results due to current or past program(s) conducted.
4. **Proposed Program Description**
  - A. A description of the program scope of service area(s) proposed to be offered to MHA including the specific location(s) to conduct the program(s).
  - B. A proposed plan for providing said scope such as marketing the program, estimate number of participant capacity, facility spacing needs including square footage (if known requirement), materials required (chairs, tables, electronic equipment, etc.).
  - C. Budget details of the proposed program including Vendor-secured funding source (Private, State or Federal Grant, Operational Funds), if any; or, Participant Fee to engage in proposed program (Flat Fee, Family Rate, Individual Rate); or, Budget requested funds from MHA to operate proposed program (Flat Monthly Fee, Hourly Rate). If budget is requested from MHA to operate, a proposed budget breakdown must be included in proposal outlining total requested funds and allocation and use of fund by subject categories over a 12-month period. Funds are not guaranteed or committed to be provided by the MHA for any program or service.
5. **References** - Three (3) references relevant to the performance of services similar to those proposed herein.
6. **Certificate of Insurance** – Copy of Certificate of Insurance demonstrating adequate insurance coverages are in effect.
7. **Licenses/Certifications** – Copy of Licenses and/or Certifications to provide scope of services.
- D. **BUSINESS REGISTRATION.** Vendor must be registered to do business in the State of New Jersey, <https://www.state.nj.us/treasury/revenue/gettingregistered.shtml>. A copy of business registration must be included with proposal.
- E. **PROPOSAL EVALUATION:** Proposals will be evaluated to determine the extent to which the Vendor's qualifications, experience, capabilities and proposed program 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 Authority's knowledge from prior engagements, if applicable, independent background checks, or other factual information available to the Housing Authority.

EVALUATION CRITERIA	TOTAL POSSIBLE POINTS
<b>Qualifications.</b> Degree to which Vendor possesses the requisite qualifications to successfully perform the proposed Scope of Services.	30
<b>Experience.</b> Vendor's experience providing Scope of Services. Maximum consideration will be given to those Vendor's having staff with the greatest amount of experience in successfully performing work as required herein, and who can demonstrate sufficient capacity to perform the work.	30
<b>Proposed Program &amp; Plan.</b> Vendor's description of proposed program and its level of value to the Housing Authority.	20
<b>Program Budget &amp; Funding.</b> Vendor's proposed program budget and funding source including sustainability, availability, and/or cost estimate and rationale.	20
<b>Total Points</b>	<b>100</b>

**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 11 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.**

# NON-COLLUSION AFFIDAVIT

State of New Jersey  
County of Morris

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 Housing Authority of the Town of Morristown 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 \_\_\_\_\_, 2019

\_\_\_\_\_  
(Affiant)

(Notary Public)

\_\_\_\_\_  
(Print name & title of affiant)  
(Corporate Seal)

My Commission expires:

**CERTIFICATION REGARDING NON-DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or Voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding the effective date of this contract been convicted of or had a civil judgment rendered against me or \_\_\_\_\_ (Company Name) for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or Local) with commission of any of the offenses Enumerated in paragraph (1) (b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
  
- (2) Where the prospective primary participant is unable to certify to any of these statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

Printed Name/Title: \_\_\_\_\_

**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 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: \_\_\_\_\_

**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/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

**1. Contingent Fee Representation and Agreement**

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

**3. Certificate of Independent Price Determination**

(a) The bidder/offeror certifies that—

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

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Signature & Date:

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Typed or Printed Name:

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Title:

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# PROPOSAL DOCUMENT CHECKLIST

(This form is to assist with ensuring all required documents are submitted as part of proposal.)

## Service Providers RFQ # 19-006

Submission Requirement  
via [MHAProcurement@morristownha.com](mailto:MHAProcurement@morristownha.com)

Required

Initial each  
required  
entry and if  
required  
submit the  
item

	Required	Initial each required entry and if required submit the item
Support for Evaluation Criteria (Sections B, C 1-7)	X	
Financial Capacity Documentation [where applicable] (Bid Guarantee, Consent of Surety, Certified Financial Statements, Business Line of Credit, Link to Online Annual Report, Federal Tax Account Transcript)	N/A	
Fee Proposal Form (Attachment 1)	N/A	
References (3)	X	
Vendor's Acknowledgement of Addenda	N/A	
Valid Business Certification / License(s) for Scope of Services	X	
Valid State of N.J. Business Registration Certificate	X	
Certificate of Insurance	X	
Non-Collusion Affidavit (Exhibit A)	X	
Statement of Corporate Ownership (Exhibit B)	X	
Certification Regarding Non-Debarment, Suspension, Ineligibility and Voluntary Exclusion (Exhibit C)	X	
Affirmative Action Compliance Form (Exhibit D)	X	
Representations, Certifications and Other Statements of Bidders - HUD Form 5369-A (Exhibit E)	X	