



PRIMARY & SECONDARY
GENERAL LEGAL SERVICES

RFP-24-003

PROPOSAL PACKAGE

SUBMISSION ADDRESS:

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY
100 POP MOYLAN BLVD.
DEPTFORD, NJ 08096
(856) 845-4959

SUBMIT THREE COPIES OF YOUR PROPOSAL

SUBMISSION DEADLINE: NOVEMBER 14, 2024 @ 2:15 PM



HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

REQUEST FOR PROPOSALS

RFP# 24-003

PRIMARY AND SECONDARY GENERAL LEGAL SERVICES

SUBMISSION DEADLINE: **THURSDAY, NOVEMBER 14, 2024 AT 2:15 PM**

RETURN PROPOSALS TO:

The Housing Authority of Gloucester County
100 Pop Moylan Boulevard
Deptford, New Jersey 08096

NAME OF PROPOSER: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____





HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

RFP# 24-003

RFP FORMS CHECK LIST

Instructions: Please initial in each blank to ensure compliance and sign at the bottom.

- a) _____ Cover Sheet
- b) _____ Price Forms
- c) _____ IRS Form W-9
- d) _____ Owner Disclosure Statement
- e) _____ Debarment Certification
- f) _____ Certificate for Contracts, etc.
- g) _____ Non-Collusion Affidavit
- h) _____ Affirmative Action Statement & Affidavit
- i) _____ Professional License (if applicable)
- j) _____ Disclosure of Lobbying Activities
- k) _____ Drug-Free Workplace Affidavit
- l) _____ Non-Default Affidavit
- m) _____ HUD-5369-B Instruction to Offerors
- n) _____ NJ Business Registration Certificate
- o) _____ Affidavit of Moral Integrity
- p) _____ Certificate(s) of Professional & General Liability Insurance
- q) _____ Certificate(s) of Workers Compensation Insurance
- r) _____ Mandatory Equal Opportunity
- s) _____ Iranian Certification
- t) _____ General Terms & Conditions
- u) _____ Acknowledgement of Addenda Sheet
- v) _____ HUD 500571 Certification of Payments
- w) _____ Certification of Prohibited Acts in Russia or Belarus

X _____

Signature of Proposer

Print Name/ Title

Date



The Housing Authority of the Borough of Glassboro

REQUEST FOR PROPOSAL FOR PRIMARY AND SECONDARY GENERAL LEGAL SERVICES 24-003

TABLE OF CONTENTS

Section	Description
1	General Information
2	Purpose Background Information Organizations
3	Contract Provision Scope of Services
4	Qualifications
5	Format
6	Proposal Requirements
7	Evaluation of Proposals
8	Attachments

The Housing Authority of the Borough of Glassboro

REQUEST FOR PROPOSAL FOR PRIMARY AND SECONDARY GENERAL LEGAL SERVICES 24-003

SECTION 1

GENERAL INFORMATION

NAME OF ORGANIZATION AND ADDRESS

HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO
100 POP MOYLAN BLVD.
DEPTFORD, NEW JERSEY 08096

TELEPHONE

(856) 845-4959 X 218

CONTACT PERSON

KIMBERLY GOBER
Executive Director

SERVICES REQUESTED

The Housing Authority of the Borough of Glassboro is requesting proposals from qualified individuals/firms to provide Primary and Secondary General Legal services to the Authority, its affiliates and instrumentalities where the Primary General Legal Provider will become the Attorney of record and the Secondary General Legal Provider will handle all Landlord-Tenant matters as well as perform back-up legal assistance in the event of a conflict of interest and/or unavailability by the Primary Counsel. Proposers must clearly indicate the role desired: Primary, Secondary (or either) however, only one role will be awarded per proposer. Proposals must conform to the specifications outlined below. Two or more individuals/firms may be selected to provide services.

FREQUENCY OF REPORTING

Primary General Counsel will attend monthly Board Meetings, Special Meetings and report monthly to the Board. Reporting for other assigned work will be dictated by the nature of the work. Secondary General Counsel will report on an as-needed basis.

PERIOD OF CONTRACT

One Year (JANUARY 1, 2025 TO DECEMBER 31, 2025)

METHOD OF PAYMENT

Payment made subsequent to the detailed listing of invoices/vouchers for payment on the bill list of the Authority, itemized by project, with certification that the billing is for work completed, as specified, and delivered to the GHA and as may otherwise be convenient to the Authority. Payment vouchers must be received no later than Tuesday of the week before the Board of Commissioners meeting in order to be listed for Payment.

The Housing Authority of the Borough of Glassboro

REQUEST FOR PROPOSAL FOR PRIMARY AND SECONDARY GENERAL LEGAL SERVICES 24-003

SECTION 2

☑ PURPOSE

The Housing Authority of the Borough of Glassboro (the Authority) hereby solicits, by virtue of this Request for Proposal (RFP), a proposal by you or your firm to provide legal advice and services to the Board of Commissioners and Management of the Housing Authority of the Borough of Glassboro and its affiliated entity(es).

The successful offeror will be hereinafter referred to as Counsel.

DISCREPANCIES, ERRORS, AND OMISSIONS

- ❑ Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the Authority. Should it be found necessary, a written addendum shall be incorporated into the RFP and shall become part of the contract documents. The Authority shall not be responsible for any oral instructions, clarifications, or other communications.

ADDENDUM AND SUPPLEMENT TO REQUEST FOR PROPOSAL

- ❑ If it becomes necessary to revise any part of this RFP, or if additional data is necessary to enable an exact interpretation of the provisions of this RFP, revisions shall be provided to all individuals and firms who receive or request this RFP.

QUESTIONS AND INQUIRIES

- ❑ Questions and inquiries, which must be written, shall be accepted from any and all individuals and firms. Questions shall be answered in writing, and both questions and answers shall be distributed to all individuals and firms who receive this RFP provided that all questions are received at least seven (7) days in advance of the proposal acceptance date.
- ❑ Please note receiving a bid package via the Authority's website is NOT recognized by law as a certified means of receiving a bid package and in the event that addenda are issued it is the obligation of the prospective bidder receiving a bid package from the website, to contact GHA no later than 7 days prior to the receipt of bids (weekends and holidays excepted) to determine if any addenda were issued by the Authority. All proposals must include an Acknowledgement of Receipt of Addenda(s), if issued.

COMPETITION INTENDED

- ❑ It is the Authority's intent that this RFP permit competition. It shall be the proposer's responsibility to advise the Authority if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification shall be submitted in writing and must be received by the Authority not later than ten (10) days prior to the proposal acceptance date. A review of such notifications shall be made.

The Housing Authority of the Borough of Glassboro

REQUEST FOR PROPOSAL FOR PRIMARY AND SECONDARY GENERAL LEGAL SERVICES 24-003

☑ BACKGROUND INFORMATION

GOVERNING BODY

- The governing body of the Housing Authority of the Borough of Glassboro is comprised of seven Commissioners who serve five-year terms. An Executive Director is appointed by the Authority's Board to manage the day-to-day operations of the Authority.

ORGANIZATION AND ACTIVITY

- The Housing Authority of the Borough of Glassboro (the "Authority") was created under federal and state housing laws as defined by state statute (N.J.S.A. 40A:12A-1, et seq., the "Housing Authority Act"). The governing Board is autonomous but is responsible to the U.S. Department of Housing and Urban Development and the New Jersey State Department of Community Affairs. The Authority is responsible for administering housing assistance programs and for the development, maintenance, and management of Housing Assistance Programs for low- and moderate-income families residing in the Borough of Glassboro, New Jersey. The Housing Authority of Gloucester County serves as the managing agent for the Authority through a Management Agreement. GHA activities include the ownership and/or management or oversight management of the following subsidized housing programs:

PROGRAMS

S8 Housing Choice Vouchers
Project Based Vouchers
Rental Assistance Demonstration (RAD)

- The Housing Assistance Payments Programs includes tenant and project-based vouchers. This program provides housing assistance payments to participating owners on behalf of eligible program participants to provide decent, safe, sanitary, and affordable housing for extremely low and very low-income families as defined by the Housing Act of 1998. The U.S. Department of Housing and Urban Development (HUD) provides assistance for approximately 160 tenant-based vouchers to the Authority. Additionally, HUD also provides tenant-based relocation voucher assistance for approximately 21 units related to the demolition and disposition of a former Public Housing Project.
- The Rental Assistance Demonstration (RAD) program was created to assist housing authorities with preserving and/or improving public housing properties. The RAD program allows housing authorities to leverage public housing stock and public and private debt to make these improvements in the absence of federal funding for this purpose. In addition, converting to RAD provides for a more stable funding stream. Effective November 30, 2017, the Authority converted the Public Housing portfolio to RAD, converting 104 Public Housing units to project-based vouchers.

RELATED ENTITY:

The Affordable Housing Corporation of Glassboro ("AHCG"): AHCG is a 501c (3) entity incorporated September 12, 2017. AHCG is separate from the Housing Authority of the Borough of Glassboro but related by common management. AHCG is a blended component unit which is included in the financial statements of the Authority. The purpose of AHCG is to provide low- and moderate-income individuals with affordable housing opportunities and without limitation, providing, developing, building, managing, promoting, constructing, operating, selling, leasing, rehabilitating, renovating, and disposing of safe and affordable housing.

The Housing Authority of the Borough of Glassboro

REQUEST FOR PROPOSAL FOR

PRIMARY AND SECONDARY GENERAL LEGAL SERVICES 24-003

MANAGEMENT:

- The Housing Authority of Gloucester County (HAGC) is the Managing Agent for the Housing Authority of the Borough of Glassboro GHA). HAGC is autonomous from GHA and obtains its own Legal Counsel.

The Housing Authority of the Borough of Glassboro

REQUEST FOR PROPOSAL FOR PRIMARY AND SECONDARY GENERAL LEGAL SERVICES 24-003

SECTION 3

CONTRACT PROVISIONS

CONTRACT PERIOD

- ❑ The contract that results from this RFP will commence on JANUARY 1, 2025, terminating on DECEMBER 31, 2025, in accordance with applicable regulations.

INSURANCE

- ❑ The Counsel shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under the contract resulting from this RFP:
 - ✓ **Professional Liability** - \$1,000,000 errors and omissions per occurrence
 - ✓ **Workers Compensation and Employers Liability** - Statutory coverage for New Jersey and \$500,000 employers' liability.
 - ✓ **General Liability Insurance**
Prior to commencing work under a resultant contract, Counsel shall furnish the Authority with a certificate of insurance naming the Authority as additional insured, giving a sixty-day notice of cancellation, nonrenewable, or change in the insurance coverage.

CONFLICT OF INTEREST

- ❑ Counsel agrees to inform the Authority of all of the Counsel's interests, if any, which are, or which Counsel believes to be in conflict with any interest of the Authority. Counsel shall fully inform and disclose to the Authority any and all apparent or perceived conflicts of interest it may have with the Authority.
- ❑ No member, officer, or employee of the Authority, no member of the governing body of the locality in which any of the Authority's projects are situated, no member of the governing body of the locality in which the Authority was activated, and no other public official of such locality or localities who exercises any responsibilities or functions with respect to the Authority during his tenure, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- ❑ No member of or Delegate to Congress of the United States or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise there from.
- ❑ Counsel may not employ any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Authority the right to terminate this contract, or, at its discretion, to deduct from the Auditor's fees the amount of such commission, percentage, brokerage, or contingent fee.
- ❑ Counsel shall not use personal gain or make other improper use of privileged information, which is acquired in connection with the award of a contract as a result of this RFP.

SCOPE OF SERVICES

- ❑ The scope of the successful proposer's work will encompass providing General Legal advice and services to the Board of Commissioners and Management of the Housing Authority of the Borough of Glassboro and affiliated entities.

PRIMARY GENERAL LEGAL PROVIDER

- ❑ Serve as General Legal counsel for the Housing Authority of the Borough of Glassboro in Court proceedings and litigation;

The Housing Authority of the Borough of Glassboro

REQUEST FOR PROPOSAL FOR PRIMARY AND SECONDARY GENERAL LEGAL SERVICES 24-003

- ❑ Preparation/review of legal documents such as contracts, leases, petitions, depositions, answers, and motions;
- ❑ Advise management staff on matters pertaining to legal rights, obligations, and other phases of law as it pertains to the Housing Authority of the Borough of Glassboro;
- ❑ Represent the Authority for land use matters;
- ❑ Provide legal guidance and assist with matters as assigned for the development of affordable housing;
- ❑ Conduct tenant grievance hearings and employee grievance conferences, when appropriate;
- ❑ Represent the Agency at fact finding conferences concerning EEO and fair housing complaints
- ❑ Litigation in both state and Federal courts, representing the Authority as Plaintiff or Defendant in various general liability litigation matters, including but not limited to, civil rights and fair housing compliance, personal injury and tort defense, breach of contract claims, and administrative writs.
- ❑ Compile evidence in cases to formulate defense or to initiate legal actions;
- ❑ Review procurement contracts, bid proposals and professional service agreements for compliance with standard operating procedures and local, State and Federal law;
- ❑ Research, analyze, develop and/or provide options toward the development of agency-wide policies and procedures to ensure compliance with applicable laws and regulations;
- ❑ Interfacing with HUD legal counsel in order to comply with changing regulations on law, housing assistance programs and for approval of contracts;
- ❑ Review constitution, legislation decisions and other legal documents for compliance with applicable laws and regulations and to provide legal advice;
- ❑ Serve as legal counsel to and advise the Board of Commissioners;
- ❑ Counsel is required to meet with the management of GHA monthly in preparation for the Board meetings;
- ❑ Counsel is responsible for preparation and/or review of resolutions and other documents for consideration by the Board;
- ❑ Preparation/review of Legal documents such as contracts, other contracts, agreements, and memorandum of understanding;
- ❑ Represent the Agency in Union Contract Negotiations or any other Union matters that may arise;
- ❑ Review all relevant Mixed-Finance, RAD and/or LIHTC related documents and applicable regulations, handbooks, and guidebooks;
- ❑ Provide legal advice regarding mixed-finance, RAD, and LIHTC, including, but not limited to, project financing, project development and management, and applicable statutory, regulatory or policy requirements;
- ❑ Provide legal advice regarding, but not limited to, project financing, project development and management, and applicable statutory, regulatory or policy requirements;
- ❑ Draft, review and make recommendations on potential mixed-finance proposal/RAD Financing Plan and associated evidentiary documents;
- ❑ Provide legal advice regarding real property management for non-public housing properties.
- ❑ Provide legal advice and services on matters relating to data security, cybersecurity, data privacy issues; procurement, integration, implementation and support of software and computing devices; outsourcing, cloud-based computing, hosting and managed services transactions; data and content licensing agreements, professional services contracts; website and ecommerce arrangements; website legal review as requested for compliance with federal law and other related matters.
- ❑ **Other legal work is on an as needed basis**

SECONDARY LEGAL PROVIDER

- ❑ Handle Landlord/Tenant matters including but not limited to drafting and reviewing lease agreements, resolving and/or litigating disputes between the Agency and its tenants;

The Housing Authority of the Borough of Glassboro

REQUEST FOR PROPOSAL FOR

PRIMARY AND SECONDARY GENERAL LEGAL SERVICES 24-003

- ❑ Draft, review and make recommendations on all other legal matters arising from all Agency's landlord-tenant relationship with its tenants;
- ❑ Perform back-up legal assistance in the event of a conflict of interest and/or unavailability by the Primary General Counsel;
- ❑ **Other legal work is on an as needed basis**

The Housing Authority of the Borough of Glassboro

REQUEST FOR PROPOSAL FOR PRIMARY AND SECONDARY GENERAL LEGAL SERVICES 24-003

SECTION 4

QUALIFICATIONS

CRITERIA

- ❑ Education and Experience: Attorneys assigned to this engagement must have a Juris Doctorate and minimum of five (5) years of experience in the practice of law with a public agency and/or law firm. Must be licensed and in good standing to practice law in the State of New Jersey and current with Continuing Legal Education CLE requirements.

KNOWLEDGE, SKILLS, AND ABILITIES

- ❑ Knowledge of legal practices and procedures affecting public bodies in NJ, the Housing Authority, and its programs;
- ❑ Ability to analyze and interpret laws, regulations, and legal documents;
- ❑ Strong Oral and verbal Communication skills;
- ❑ Knowledge of Federal, State, Administrative and Municipal court proceedings;
- ❑ Maintain effective working relations with employees of the Authority and it's managing agent and general public;
- ❑ General background and practice in real estate law, including construction lending and permanent lending and tax-free bond lending for multi-family housing facilities;
- ❑ Development and operation of housing under the IRS tax credit program;
- ❑ Land use law;
- ❑ Employment law;
- ❑ Labor relations
- ❑ Issues involving Federal and State Fair Housing laws, Equal Employment Opportunity, and civil rights;
- ❑ Laws regarding labor/management relationships and negotiation of labor contracts;
- ❑ Procurement, contracting, and contract administration of goods and services (including construction contracts) under Federal, State, and local regulations;
- ❑ Administrative law;
- ❑ Federal and State housing statutes and regulations; New Jersey Municipal Zoning and Planning law and regulations; COAH regulations and insurance procurement, contracts, and claims; and
- ❑ General litigation experience in New Jersey Superior Court, Federal Practice and some degree of Appellate practice is required;
- ❑ New Jersey Landlord/tenant law including collections (specifically for Secondary Legal Providers)

The Housing Authority of the Borough of Glassboro

REQUEST FOR PROPOSAL FOR PRIMARY AND SECONDARY GENERAL LEGAL SERVICES 24-003

SECTION 5

FORMAT

TO ASSURE CONSISTENCY, PROPOSALS MUST CONFORM TO THE FOLLOWING FORMAT:

- ❑ **Cover letter clearly stating whether your proposal is for Primary General Legal Provider (including general, land use & employment matters), Secondary Legal Provider (including Landlord/Tenant & Conflict of Interest matters), or either.**
- ❑ Table of contents
- ❑ Sections
 - A. Introduction
 - B. Service specifications
 - C. Performance
 - D. Resumes
 - E. Other information
 - F. Cost Proposal

ALL SECTIONS ARE TO BE ADDRESSED AND SPECIFICALLY REFERENCED. THE FOLLOWING EXPLAINS WHAT IS EXPECTED IN EACH OF THE MAJOR SECTIONS:

Section A - Introduction

- ❑ This section should contain the name of the proposer, the principal place of business and, if different, the place where the legal services will be provided.

Section B - Service Specifications

- ❑ This section should contain a plan for providing the legal services described above with a moderate amount of detail.

Section C - Performance

- ❑ This section should detail the performance standards you will meet and the deliverables to be provided under the contract.

Section D - Resume

This section shall address areas as outlined below:

- ❑ The age of the proposer's firm and the average number of employees over the past three years
- ❑ The qualifications, experience, and training of all persons who would be assigned to provide legal services along with their names and titles
- ❑ A listing of other engagements where legal services of the types listed under **LEGAL SERVICES REQUIRED and KNOWLEDGE, SKILLS, AND ABILITY** were provided in the past ten years. This should include other housing development and housing management organizations
- ❑ Proof of professional liability insurance
- ❑ Proof of professional license from the State of New Jersey for all professionals assigned to the engagement
- ❑ Statement that the firm has Workers' Compensation and Employer's Liability Insurance in accordance with New Jersey law
- ❑ Statement that neither the firm or individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local

The Housing Authority of the Borough of Glassboro

REQUEST FOR PROPOSAL FOR PRIMARY AND SECONDARY GENERAL LEGAL SERVICES 24-003

agency

- ❑ Briefly describe your firm's history, ownership, organizational structure, location of its management,
- ❑ Provide certification that the proposer has a drug-free workplace policy in substantial compliance with the Federal Drug-Free Workplace Act and that such policy is in place and communicated to all employees.

Section E- Other Information

- ❑ A statement listing any instances where proposer would have a conflict representing GHA.
- ❑ Any further pertinent data and information not included elsewhere in this RFP and found necessary by your firm to include.

Section F – Cost Proposal

Proposers should complete the RFP Price Form to include fees, which would include any retainer, the services to be provided for the retainer, hourly billing rates, and any reimbursements to be billed.

The Housing Authority of the Borough of Glassboro

REQUEST FOR PROPOSAL FOR PRIMARY AND SECONDARY GENERAL LEGAL SERVICES 24-003

SECTION 6

☑ PROPOSAL REQUIREMENTS

PREPARATION AND SUBMISSION OF PROPOSALS

- ❑ All proposals, both technical and price, shall be signed in ink by the individual or authorized principles of the firm.
- ❑ It is the obligation of the prospective bidder receiving a bid package from the website, to contact GHA no later than 7 days prior to the receipt of bids (weekends and holidays excepted) to determine if any addenda were issued by the Authority. All proposals must include an Acknowledgement of Receipt of Addenda(s), if issued.
- ❑ Proposals are to be returned in a sealed envelope containing the price and all other information. The face of the envelope shall indicate the RFP number, time, and date of public acceptance, and the title of the proposal (i.e., General Legal Services).
- ❑ The Authority shall receive proposals no later than **2:15 P.M., November 14, 2024**. Requests for extensions of time shall not be granted. Firms mailing their proposals should allow for normal time to ensure receipt of their proposals by the Authority prior to the time and date fixed for the acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the Authority after the acceptance date shall not be considered.
- ❑ Each firm shall submit **three (3) copies** of its proposal to the Authority, in a sealed envelope, as indicated on the cover sheet of this RFP.
- ❑ All responses, inquiries, or other correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the proposers, shall become the property of the Authority when received.
- ❑ Only information which is received in response to this RFP shall be evaluated. Reference to information previously submitted shall not be considered.
- ❑ Any firm which receives a copy of this RFP, but which declines to submit a proposal is requested to send a formal "Decline to Propose" to the Authority. Failure to respond as requested may subject the firm to removal from consideration on future RFPs.
- ❑ Failure to follow the instructions in this RFP may be cause for rejection of offer.
- ❑ All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- ❑ Proposals may be withdrawn by written request from the proposer at the address shown in this RFP prior to the time of acceptance.
- ❑ Negligence on the part of the proposer in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of proposals.

The Housing Authority of the Borough of Glassboro

REQUEST FOR PROPOSAL FOR PRIMARY AND SECONDARY GENERAL LEGAL SERVICES 24-003

MISCELLANEOUS PROPOSAL REQUIREMENTS

- ❑ The Housing Authority of the Borough of Glassboro shall not be responsible for any expenses incurred by any firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
- ❑ The contents of the proposal submitted by the successful firm and this RFP shall become part of any contract awarded as a result of this RFP. The successful firm shall be expected to sign said contract with the Authority.
- ❑ The Authority reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the Authority. Firms whose proposals are not accepted shall be notified in writing.

The Housing Authority of the Borough of Glassboro

REQUEST FOR PROPOSAL FOR PRIMARY AND SECONDARY GENERAL LEGAL SERVICES 24-003

SECTION 7

EVALUATION OF PROPOSALS

GHA shall determine the most qualified proposer(s) based on the following evaluation factors. However, cost is important to GHA. GHA shall attempt to negotiate an acceptable fee with the most qualified proposer(s). If negotiations do not produce a fee proposal in the best interest of GHA, GHA shall negotiate with the next most qualified proposer(s) and so forth until an agreement is reached with a proposer(s) that is in the best interest of GHA. GHA may determine to contract with more than one firm. **NOTE:** An interview may be required

- ✓ Proposal contains all required information **(0-5 points)**
 - ✓ Relevancy, Quantity and Quality of Qualifications, Experience, and Training of Personnel to be assigned **(0-30 points)**
 - ✓ Relevancy, Quality and Quantity of Legal Services performed. **(0-25 points)**
 - ✓ Plan for performing Legal Services is realistic, thorough, and demonstrates knowledge of requirements. **(0-20 points)**
 - ✓ Cost of services for contract period. **(0-20 points)**
-
- ❑ At its option, the evaluators may request oral presentations or discussions with any or all proposers for the purpose of clarification or to amplify the material presented in any part of the proposal. However, proposers are cautioned that this provision is not mandatory; therefore, all proposals should be complete and concise and reflect the most favorable terms available from the proposer. Furthermore, the Authority shall use other evaluation criteria, which, in its sole judgment, are necessary for selecting the best proposer.
 - ❑ Upon completion of the proposal evaluation, the "not-to-exceed" cost offered shall then become a matter of public record. Proposers are cautioned, however, that these costs and their components are subject to further evaluation and possible negotiation and, therefore, may not be an exact indicator of a proposer's pricing position.
The award of the contract to one proposer does not mean that the other proposals lacked merit, but that the proposal was deemed to provide the best value to the Authority
 - ❑ GHA shall structure an Evaluation Panel that shall rank order all submitted proposals using the Ranking Criteria described above. The Evaluation Panel may, at its option, interview one or more proposers depending on whether they are considered, according to the Ranking Criteria, to have a reasonable chance of eventually obtaining an award. The interviews would serve to clarify each interviewee's submittal and could lead to a refinement of the ranking by the Evaluation Panel.
 - ❑ The Evaluation Panel may, at its option, seek supplemental submissions from one or more interviewees, termed a Best and Final Offer ("BAFO"). The BAFO would serve to further clarify each BAFO invitee's proposals and could lead to a refinement of the invitee's technical ranking by the Evaluation Panel.
 - ❑ GHAs Review Committee shall make a recommendation to the GHA's Board of Commissioners for the Executive Director to enter into a contract with selected firm.
 - ❑ GHA reserves the right to reject all proposals.

The Housing Authority of the Borough of Glassboro

REQUEST FOR PROPOSAL FOR PRIMARY AND SECONDARY GENERAL LEGAL SERVICES 24-003

SECTION 8

ATTACHMENTS

- ☐ **In addition to the Proposal, the Proposer shall include ALL required information/forms listed on the Proposal Cover Sheet (initials, amounts, signatures, etc.)**

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

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

THE HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

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

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

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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

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

Part IV Certification

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

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

HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

“DEBARMENT” CERTIFICATION

CERTIFICATION REGARDING THE DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION OF LOWER TIER COVERED TRANSACTIONS

I am _____ of _____.

I certify that [_____] on behalf of _____, neither it nor its Principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal Department or Agency.

[_____] I am unable to certify to any statements set forth in this certification and I have attached an explanation to this form.

TYPED OR PRINTED NAME OR TITLE

SIGNATURE

SOCIAL SECURITY NUMBER

HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

CERTIFICATE FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendments or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL **"Disclosure Form to Report Lobbying"**, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this ____ day of _____, _____ By: _____

(TYPED OR PRINTED NAME)

(TITLE IF ANY)

HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF _____

I, _____ of the City/Town of _____ in the County of _____ and the State of _____ of full legal age, being duly sworn according to law on my oath depose and say that:

I am _____ (title) of the firm of _____, the bidder making the Proposal for the above named project, and that I executed the said Proposal with 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 to restraint the 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 Borough of Glassboro 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 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 _____ (N.J.S.A. 52:34-15)

By: _____

(TYPED OR PRINTED NAME OF AFFIANT)

Subscribed and sworn to before me

This _____ day of _____, _____.

HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

AFFIRMATIVE ACTION INFORMATION SHEET

IN ACCORDANCE WITH THE TERMS OF THE ATTACHED AGREEMENT PROPOSERS ARE REQUIRED SUBMITTING ONE OF THE FOLLOWING FORMS RELATING TO COMPLIANCE WITH AFFIRMATIVE ACTION REGULATIONS. PLEASE COMPLETE AND RETURN THIS FORM WITH THE PROPOSAL.

1. The proposer has submitted a Federal Affirmative Action Plan Approval which consists of a valid letter from the Office of Federal Contract Compliance Programs (Good for one year of the date of letter).

YES_____ NO_____

If yes, a photo copy of the Letter of Approval is to be submitted with the bid.
(OR)

2. The proposer has submitted a Certificate of Employee Information Report pursuant to (N.J.A.C. 17.27-1.1) and The State Treasurer has approved said report.

YES_____ NO_____

If yes, a photo copy of the Certificate is to be submitted with the bid.
(Expiration Date on Certificate)

Certificate of Approval Number _____
(OR)

3. If Proposer has already submitted Form AA-302 to the States' Affirmative Action Office, please return a copy of it with the proposal.

If you are the successful proposer and have none of the above, please contact the Purchasing Department at **(856) 845-4959 ext. 219** within five (5) days of notification of award for an Affirmative Action Employee Information Report (AA-302). This form (AA-302) must be forwarded to the States' Affirmative Action Office.

The signature below certifies that one of the above forms of Affirmative Action evidence has been submitted, and all information contained above is correct to the best of my knowledge.

Signed _____ **Date Signed** _____

Print Name and Title _____

Proposers Company Name _____

Address _____

Telephone Number _____ **Fax Number** _____

HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

AFFIRMATIVE ACTION STATEMENT

The undersigned confirms that the Contractor agrees that in the hiring of any employees, laborers, workmen and mechanics for the performance of work under this bid that said contractor or any person on their behalf shall not by reason of age, gender, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation discriminate against any employee in hiring who is qualified and available to perform the work to which the employment relates.

The contractor shall comply with all statutes relating to the contract on behalf of the Housing Authority of the Borough of Glassboro.

TYPED OR PRINTED NAME & TITLE

SIGNATURE

SOCIAL SECURITY NUMBER

AFFIRMATIVE ACTION AFFIDAVIT

Pursuant to the regulations promulgated by the Affirmative Action Laws of the State of New Jersey in accordance with laws of Public Law 1975, Chapter 127 and all its latest amendments stated in the Circular of the Secretary of the Treasury of the State of New Jersey, as are included with these specifications, contractors furnishing goods or services to the Authority must agree, where applicable, to the following:

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

1. To comply with all regulations of Affirmative Action Laws of the State of New Jersey, Public Law 1975, Chapter 127.
2. To comply with all requirements stated in (N.J.A.C.17:27) a memorandum entitled "Affirmative Action Requirements for Public Agencies in the Awarding of Contracts".
3. To comply with all the requirements of the memorandum entitled "Mandatory Affirmative Action Language".

The undersigned hereby states, he/she has fully read and agrees to comply with the above, and is familiar with the regulations described therein and will furnish further information if requested by the Authority confirming the compliance with the above stated regulations. I am also aware that if the firm of _____ does not comply with Public Law 1975, Chapter 127 and the rules and regulations issued pursuant thereto, that no monies will be paid by the Authority and that the firm of _____ may be debarred from all public contracts for a period of up to five (5) years.

By: _____

(TYPED OR PRINTED NAME OF AFFIANT)

Subscribed and sworn to before me

This _____ day of _____, _____.

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ___ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application ___ b. initial award c. post-award	3. Report Type: a. initial filing ___ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ___ Prime ___ Subawardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

DRUG FREE WORKPLACE CERTIFICATION

_____, the party submitting the attached bid, and principal in the firm of _____
_____, located at, _____, in the city of, _____
_____, in the state of, _____, hereafter called the Proposer,

Certifies as stated in the following two (2) affidavits:

DRUG-FREE WORKPLACE AFFIDAVIT

- A. Proposer will publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Proposer's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Proposer will establish a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The Proposer's policy of maintaining a drug-free workplace.
 - c. Any available counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for violations occurring in the workplace.
- C. Proposer will make it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required in Paragraph A.
- D. The Proposer will notify the employee in the statement required by Paragraph A. that as a condition of employment, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the Proposer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. **The Proposer will notify the Housing Authority within ten (10) days after receiving notice under Subparagraph D. b, from an employee or otherwise receiving actual notice of such conviction.**
- F, **The Proposer will one of the following actions, within thirty (30) days of receiving notice under Subparagraph D. b, with the respect to any employee who is convicted:**
 - a. Taking appropriate personnel action against such employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or a Local Health and/or Law Enforcement Agency, or other appropriate agency.
- G. The Proposer will make a good faith effort to maintain a Drug-Free workplace through implementation of the above paragraphs.
- H. The work-site regarding contracts between the Proposer and the Housing Authority of the Borough of Glassboro is at:
Bidder's Address.

PLEASE SIGN AND DATE

NAME: _____

TITLE: _____

DATE: _____

HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

NON-DEFAULT CERTIFICATIONS

_____, the party submitting the attached bid, and principal in the firm of _____
_____, located at, _____, in the city of, _____
_____, in the state of, _____, hereafter called the Proposer,

Certifies as stated in the following two (2) affidavits:

NON-DEFAULT AFFIDAVIT

- A. All statements made by Proposer are true, complete, and correct to the best of its knowledge and belief.
- B. Proposer has never experienced defaults or non-compliance under any contract for the U.S. Department of Housing and Urban Development, hereafter referred to as HUD, nor any other Government Agency with which it has contacts.
- C. To the best of the Proposer's knowledge, there are no unresolved findings raised as a result of HUD audits, management reviews, or any other Governmental investigations concerning the Proposer or work under its contracts.
- D. There has not been a suspension or termination of payments under any HUD contract in which the Proposer has had a legal or beneficial interest attributable to its fault or negligence.
- E. The Proposer has not been convicted of a felony and is not presently, to its knowledge, the subject of a complaint or indictment charging a felony.
- F. The Proposer has not been suspended, debarred, or otherwise restricted by any Department or Agency of the Federal, State, or Municipal Government in New Jersey, nor a PHA in New Jersey, from doing business with such Department or Agency.
- G. Proposer has not defaulted on an obligation covered by a bond, nor has been the subject of a claim under a fidelity bond.
- H. All the names of the parties, known to the Proposer to be principals in this contract, in which it proposes to participate, are included on resumes submitted with this proposal.
- I. To the Proposer's knowledge, Proposer has not been found, to be in violation of any applicable Federal or State Civil Rights' Law.
- J. Proposer is not a member of Congress, or Resident Commissioner, nor otherwise prohibited or limited by law from contracting with the USA.
- K. Proposer is not an officer, employee, or Commissioner of any PHA who is prohibited or limited by from contracting with PHA's.
- L. Proposer has never been suspended, debarred, or otherwise disqualified by HUD or any other Governmental Agency with which it has contracted from doing business with any Governmental Agency.

PLEASE SIGN AND DATE

NAME: _____

TITLE: _____

DATE: _____

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:]

HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

AFFIDAVIT OF MORAL INTEGRITY

STATE OF _____

Ss:

COUNTY OF _____

I, _____ the _____ (Pres., Vice Pres., Owner/Partner) of
_____ (Proposer), being first duly sworn, deposes and says:

1. That the _____ (Proposer) wishes its Proposal to be considered with respect to the Services outlined in this RFP as follows:
2. That the _____ (Proposer) wishes to demonstrate moral integrity in accordance with the Services to be rendered herein.
3. That in accordance with said Procedures as of the date of signing this Affidavit, neither the _____ Proposer, or any of its Principals, Owners, Officers, or Directors are involved in any Federal, State or other Governmental Investigation concerning criminal or quasi criminal violations, except as follows: **(If none, so state)**:
4. Proposer further states that neither the Proposer, nor any of its Principals, Owners, Officers or Directors, has ever engaged in any violation of a Federal or State Criminal Statute; or ever been indicted, convicted, or entered a plea of guilty, non vult or nolo contendere to any violation of a Federal or State Criminal Statute; or ever engaged in violation of any nature regarding work on contracts performed by it, except as follows: **(If none, so state)**:
5. That any depository, Proposer or other agency named (herein or later) is hereby authorized to supply the Authority with any information necessary to verify any statement made in this Proposer's Affidavit of Moral Integrity.
6. That as of the date of signing this Affidavit, outstanding liens filed against this Proposer are as follows: **(if none, so stated)**.
7. That the undersigned, being authorized to act on behalf of _____ Proposer, certified that I am personally acquainted with the operations of said Proposer, have full knowledge of the factual basis comprising the contents of this Affidavit of Moral Integrity and that the same are true to my knowledge.
8. That if a corporation, the Proposer _____ (is, is not) incorporated in the State of New Jersey. If not a New Jersey Corporation the Proposer _____ (is, is not) authorized to do business in the State of New Jersey (attach Certificate of Authorization from New Jersey Secretary of State).
9. That this Affidavit of Moral Integrity is made to induce the Authority to accept a Proposer as a qualified provider of the Services and be permitted to submit a response to the RFP knowing that the said GHA relies upon the truth of the statements herein contained.

Proposer

Sworn and Subscribed to Before Me This

_____ Day of _____ 20__

Signature

Notary Public Title
(Corporate Seal)

HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C.17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

- A. The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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, gender identity or expression, disability, nationality or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- B. The Contractor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex.
- C. 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 worker's 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.
- D. 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.
- E. The Contractor or Subcontractor agrees to make good faith efforts to employee 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**.
- F. The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G. The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to 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.
- H. In conforming with the applicable employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

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

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

The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Contract Compliances & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and Public Agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

The parties to this contract do hereby agree that the provision of **N.J.S.A. 10:5-31 et seq.** dealing with discrimination in employment on Public Contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.

Submitted by:

Broker Name: _____

By: _____

Title: _____

Date: _____

HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Person or Entity	
------------------	--

Part 1: Certification

COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.



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

OR



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Housing Authority of Gloucester County is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Housing Authority to notify the Housing Authority in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Housing Authority of Gloucester County and that the Housing Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	



HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

GENERAL TERMS AND CONDITIONS

A. ORGANIZATION:

The Contractor shall be organized under the laws of the State of New Jersey or licensed to do business in the State of New Jersey. GHA may request a copy of documents evidencing such organization or license prior to the execution of the Contract.

B. TERMINATION FOR CONVENIENCE:

GHA may terminate the Contract for convenience by giving the Contractor at least thirty (30) calendar days' advance written notice. Upon such termination, Contractor shall be paid for all goods provided or services rendered under the Contract through the date of termination.

C. CHANGES:

1. No changes, additions, deletions, or modifications shall be made to the Contract without the prior written approval of GHA. All such changes, additions, deletions, or modifications shall be authorized by a written change order signed by GHA. The cost or credit to GHA for a change order shall be determined by mutual agreement of the parties before performing the change involved.
2. Any changes in the contracted scope of services shall not invalidate the Contract, nor shall it release the Contractor from any guaranty given by the Contractor pursuant to the Contract or release the Contractor from any other obligations of the Contract. All such work shall be performed in accordance with the Contract for an amount agreed to by GHA and the Contractor.

D. INSURANCE:

Contractor shall procure and require its agents, contractors, and subcontractors to procure and maintain, at their own cost and expense, during the entire period of performance/guarantee (including the maintenance/guarantee period or other applicable warranty period) the types of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the State of New Jersey. In no event shall work be performed until the required evidence of insurance has been furnished. The insurance shall provide for at least thirty (30) days prior written notice to be given to GHA in the event coverage is materially changed, canceled, or not renewed. Prior to the inception of work, the Contractor shall provide to GHA a Certificate of Insurance evidencing the following coverages:

1. Additional Insured Requirement

GHA shall be named as additional insured on all policies required hereunder, except for Workers Compensation and Employers Liability.



HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

2. Workers Compensation and Employers Liability

- a. Workers Compensation – Statutory Limits
- b. Employers Liability
 - (1) Bodily Injury by Accident – \$100,000 each accident
 - (2) Bodily Injury by Disease – \$500,000 policy limit
 - (3) Bodily Injury by Disease – \$100,000 each employee

3. General Liability

- a. Limit of Liability – \$1,000,000 per occurrence, combined single limit for bodily injury (including death) and property damage liability
- b. Coverage
 - (1) Premises operation
 - (2) Blanket contractual liability
 - (3) Personal injury liability
 - (4) Products and completed operations
 - (5) Independent contractors

E. EQUAL OPPORTUNITY:

- 1. The Contractor shall send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other Contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 2. In the event of the Contractor's non-compliance with this Section or any of the Equal Opportunity clauses of the Contract, the Contract may be canceled, terminated, or suspended in whole or in part; and the Contractor may be declared ineligible for further GHA contracts.

F. SUBSTITUTION OF PERSONNEL:

The Contractor shall not replace key personnel assigned to the Contract and listed in the bid submitted by the Contractor without the prior advance written approval of GHA.

G. RECORDS:

The Contractor shall keep adequate records of direct labor costs and other costs of performance of the Contract and shall maintain such records for three (3) years after GHA makes final payment and all other pending matters are closed.

H. AUDIT:



HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

1. Records of the Contractor shall be subject to audit by a Certified Public Accounting (CPA) firm designated by GHA in the event of termination for convenience or if any payment is based on time or cost of materials.
2. Because funds for the Contract are provided by the federal government, the Contractor agrees to allow the federal agency, which provided funds, the Comptroller General of the United States, GHA, or any of their duly authorized representatives, to have access to any books, documents, papers, and records of the Contractor, which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

I. BANKRUPTCY:

1. GHA may terminate the Contract by written notice to the Contractor:
 - a. If the Contractor shall become insolvent or make a general assignment for the benefit of creditors; or
 - b. If a petition under any bankruptcy act or similar statute is filed by or against the Contractor and is not vacated within ten (10) days after it is filed.
2. Termination under this Section shall be effective upon the date of the written termination notice.

J. CALENDAR DATES:

Time shall be measured in calendar days.

K. SECTION HEADINGS:

The headings contained herein and in the Contract are for ease of reference and shall not limit the scope or intent of the Section.

L. HOLD HARMLESS:

1. The Contractor shall be considered an independent contractor in respect to the work to be performed under the Contract and shall assume all risk and responsibility for casualties of every description in connection with the work, which can be attributed either directly or indirectly to the Contractor. The Contractor, for itself, its successors, assigns, heirs, executors and administrators, agrees to indemnify, defend and save harmless GHA, all its commissioners, officers, employees and agents from all suits and actions of every nature brought against GHA or any of them for or on account of any damage or loss sustained by GHA related to the performance of the work and does agree to pay any and all such damages including costs of litigation and counsel fees whether defended by GHA or the Contractor.



HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

2. If the Contractor is required to enter premises owned, leased, or occupied by or under the control of GHA during the performance of the contract, the Contractor shall indemnify and hold harmless GHA its commissioners, officers, employees and agents from any loss, cost, damage, expense, or liability by reason of property damage, or personal injury, including death, of whatsoever nature or kind arising out of or as a result of such performance, whether arising out of actions of the Contractor or any of its employees, subcontractors, and lower-tier subcontractors. It is not the intention of the Contract to confer third-party beneficiary right or action upon any person whatsoever and nothing herein set forth, or in the Contract, shall be construed so as to confer upon any person other than GHA a right of action either under the Contract or in any manner whatsoever.

M. TAXES, INDUSTRIAL LAWS, AND BENEFITS:

The Contractor shall be acting as an independent contractor. Neither the Contractor nor any of the persons furnishing materials or performing work or services, which are required by the Contract, are employees of GHA within meaning of or the application of any federal or state unemployment insurance law, or other social security, or any workmen's compensation, industrial accident law, or other industrial or labor laws. At its own expense, the Contractor shall comply with such laws and assume all obligations imposed by any one or more of such laws with respect to the Contract. The Contractor shall be liable for all federal, state, and local taxes or special assessments.

N. NO WAIVER:

Failure of GHA to insist on strict performance shall not constitute a waiver of any of the provisions of the Contract or waiver of any default of the Contractor.

O. ASSIGNMENT:

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract, or the Contractor's rights, title, or interest in any part thereof. The Contractor shall perform within its own organization and with the assistance of employees under the Contractor's immediate superintendence all work under the Contract.

If the Contractor assigns, transfers, conveys, sublets, or otherwise disposes of the Contract in whole or in part, or of the Contractor's right, title, or interest therein, or any of the monies to become due under the Contract to any person, firm or corporation, the Contract may, at the sole option of GHA, be terminated and GHA shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor and to the Contractor's assignee or transferee. However, nothing herein contained shall be construed to hinder, prevent, or affect any assignment by the Contractor for the benefit of the Contractor's creditors made pursuant to the statutes of the State of New Jersey. No right under the Contract or to any money to become due thereunder, shall be asserted against GHA in law or in equity by reason of any so-called assignment of the Contract, or any part thereof, or any monies to become due thereunder.



HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

P. SEVERABILITY:

If any provision of the Contract or any application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Contract, which can be given effect without the invalid provision or application and to this and the provisions of this Contract are severable.

Q. SUBCONTRACTORS:

If subcontractors are permitted in accordance with the IFB Scope of Work Sections, then:

1. Any proposed subcontractor(s) shall be disclosed in the Contractor's bid. The Contractor shall furnish such written information as GHA may require concerning the proposed subcontractor(s), together with the proposed subcontractor's Non-Collusive Affidavit and Affidavit of Non-Default in the form prescribed by GHA.
2. GHA may, without claim for extra cost by the Contractor, disapprove any subcontractor for cause on the basis of its own determination or because the proposed subcontractor is listed as ineligible to receive awards of contracts from the United States on a current list or list furnished by HUD or if the subcontractor is on the ineligible list maintained by GHA.
3. The Contractor shall cause provisions to be inserted in all subcontracts to bind subcontractors to the terms of the HUD Terms and Conditions, if applicable, GHA General Terms and Conditions, and other documents comprising the Contract insofar as they are applicable to the work of the subcontractor.
4. Nothing contained in the Contract shall create any contractual relationship between any subcontractor and GHA.

R. LIQUIDATED DAMAGES:

GHA may withhold from any monies due to the Contractor such sums as may administratively be determined to be necessary to satisfy any liabilities of the Contractor for liquidated damages. The amount to be withheld as liquidated damages is \$300.00 per day.

S. ROYALTIES AND PATENTS:

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent, trademark, or copyright, and shall save and hold harmless GHA from loss on account thereof.

T. PERMITS AND LICENSES:

If any permits, licenses, or other approvals are necessary for the performance of the Contract, then the Contractor shall obtain all such permits, licenses, or approvals at no extra charge to GHA.



HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

U. AFFIRMATIVE ACTION:

The Contract is subject to compliance with HUD Minority and Women's Business Enterprise Opportunity goals. A minimum goal of 20% of the total dollar amount of all prime contracts, and/or materials and supplies purchased, should be awarded to minority business concerns. A minimum goal of 10% of the total dollar amount should be awarded to Women's Business concerns. These goals are not mandatory set-asides.

V. WORK PRODUCT:

All files, work product, finished and unfinished documents, data, studies, and reports prepared by the Contractor under the Contract shall become the property of GHA when created and shall be given to GHA prior to completion or termination of the Contract or when requested by GHA.

GENERAL TERMS AND CONDITIONS CERTIFICATION

The undersigned confirms that the Bidder shall comply with GHA's General Terms and Conditions as set forth above.

SIGNATURE

DATE

HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

☐

No Addenda were received

Acknowledged for _____
(Name of Bidder)

By _____
(Signature of Authorized Representative)

Name _____
(Print or Type)

Title _____

Date _____

TO BE RETURNED WITH BID FORM

Certification of Payments
to Influence Federal Transactions

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Form section for Name of Authorized Official, Title, Signature, and Date (mm/dd/yyyy).

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☐ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

<hr/> Signature of Vendor's Authorized Representative	<hr/> Date
<hr/> Print Name and Title of Vendor's Authorized Representative	<hr/> Vendor's FEIN
<hr/> Vendor's Name	<hr/> Vendor's Phone Number
<hr/> Vendor's Address (Street Address)	<hr/> Vendor's Fax Number
<hr/> Vendor's Address (City/State/Zip Code)	<hr/> Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).