

JERSEY CITY HOUSING AUTHORITY (JCHA)

REQUEST FOR PROPOSALS FOR PRE-EMPLOYMENT PHYSICAL EXAMINATIONS AND SPECIAL NEEDS TESTING FOR A PERIOD OF ONE (1) YEAR

The JCHA requires the services of a company to provide **Pre-Employment Physical Examinations and Special Needs Testing for a Period of One (1) Year**.

The JCHA intends to enter into an agreement to obtain this service.

Bids or RFP documents may be obtained from our website www.jerseycityha.org by clicking the **Doing Business With Us** tab, then clicking **BIDS/RFPs** from the drop-down menu then scroll down on page to download package. Any questions can be emailed to purchasing@jcha.us or faxed to the Purchasing Department at 201-547-6648 between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday, (excluding holidays).

TDD # 201-706-4695, BETWEEN THURSDAY, AUGUST 27, 2026, THROUGH TUESDAY, SEPTEMBER 29, 2026.

All firms must submit **1 original, 5 copies and a flash drive of the proposal** in a SEALED Envelope LABELED APPROPRIATELY (PROPOSAL TITLE AND RETURN ADDRESS) and received by the JCHA, c/o Kenneth Pinnock, Jr., Director of Procurement, Contracts & Risk Management, 400 U.S. Highway # 1, (Marion Gardens), Jersey City, New Jersey, 07306, by or before **Wednesday, September 30, 2026, at 11:00 A.M.** EST, using one of the following submission procedures:

HAND-CARRIED/MAILED/OVERNIGHT/EXPRESS MAIL DELIVERY

All bidders must supply a copy of the organization's "Business Registration Certificate" issued by the Division of Revenue in order to be eligible for award consideration.

Proposals received after this date and time for any reason shall not be considered and will be returned to the sender.

*****PLEASE ENSURE TO VISIT OUR WEBSITE SEVEN (7) DAYS PRIOR TO THE DUE DATE OF THE BIDS & RFPs THAT YOU WISH TO PARTICIPATE IN, FOR ANY NOTICE OF CHANGE/ADDENDA BEFORE SUBMITTING YOUR BID OR RFP PACKAGE*****

BY: **Kenneth Pinnock**

Digitally signed by Kenneth Pinnock
DN: cn=Kenneth Pinnock, o=Jersey City Housing Authority,
ou=Procurement Department, email=kpinnock@jcha.us, c=US
Date: 2026.08.24 12:55:47 -04'00'

FOR

Kenneth Pinnock, Jr.
Deputy Executive Director
Director of Procurement, Contracts & Risk
Management

Stephen Cea
Executive Director

REF# RFP 2026 #9

PUBLICATION: Thursday & Friday, August 27th, and 28th, 2026

SECTION I: PROPOSAL INSTRUCTIONS**INTRODUCTION**

All responses for providing employee physicals under this RFP must include all the elements described in this Section. It is recommended that firms read the entire RFP before proceeding to draft any of the required elements of the proposal to be submitted.

The firm should provide a one-page letter of introduction briefly describing the firm and its work, especially as it relates to this prospective commission; (ensure that confirmation of the required minimum of five (5) years corporate experience is stated). The letter should specifically identify the members of the firm who would be assigned to provide requested employee physicals to the JCHA if the firm is awarded the contract.

The letter should include a statement that if the firm is selected by the JCHA, the firm will be ready to begin work on or about **January 2027** and continue for a term of one (1) year.

All proposals must then include the following elements:

A. STATEMENT OF PROFESSIONAL EXPERIENCE AND QUALIFICATIONS

State your firm's professional experience which offers evidence of qualifications to perform the requested physicals as described in Section II of this RFP, Scope of Services: General Description. The JCHA is most interested in the firm's **pre-employment medical physical contracts and experience to date**. Specific work and expertise with **large public sector or not-for-profit organizations** is of particular interest. We suggest inclusion of specific recent and current clients. (Note: The JCHA shall presume that the firm has no objection to the JCHA contacting listed clients to review the firm's work, cost control, ability to meet schedules, and client satisfaction.)

State the principals of the firm who will be assigned to perform the JCHA work. Ensure that in the description of the firm's EXPERIENCE it is very clear to what extent the principals to be assigned to the JCHA work were involved in the referenced experience. (Note: For proposal evaluation purposes, the experience of the principal(s) to be assigned to the JCHA work will be given equal or greater weight than the experience of "the firm" as an entity.)

The JCHA is only interested in qualifications, experience, track records and technical competence, which is **DIRECTLY RELATED** to the Scope of Services of this commission (not the firm's entire corporate and client history.)

Please feel free to include any other information about the firm which will assist the JCHA in assessing the extent to which the firm has professional experience, track record and technical competence to successfully perform the JCHA commission.

SECTION I: PROPOSAL INSTRUCTIONS (continued)**B. COST**

Note: All quotes should be submitted on a copy of this form and included with your proposal

State the cost of performing physical examinations and related testing for prospective and current JCHA employees as per the following:

- | | | |
|----|--|--------------------------|
| 1. | Price per routine pre-employment physical and testing, as per the Scope of Services (Section II): | \$ _____ X 60 = \$ _____ |
| 2. | Price per physical examination confirming employee's incapacity to perform regular duties due to illness (Section II): | \$ _____ X 10 = \$ _____ |
| 3. | Price per physical examination authorizing an employee to return to active duty (Section II): | \$ _____ X 15 = \$ _____ |
| | Price per special needs testing, as per the Scope of Services (Section II): | |
| 4. | a. Blood Lead | \$ _____ X 10 = \$ _____ |
| | b. Cholinesterase | \$ _____ X 10 = \$ _____ |
| | c. Zinc Porphyrin | \$ _____ X 10 = \$ _____ |
| | d. Pulmonary Function Test | \$ _____ X 10 = \$ _____ |
| | e. Pesticide & Insecticide Testing (See attached list below) | \$ _____ X 10 = \$ _____ |
| | f. Emergency Drug/ Alcohol Screening & GCMS, as necessary | \$ _____ X 15 = \$ _____ |

Total: \$ _____

5. The following will have no bearing on proposal ranking. Unit prices are requested for the preparation and presentation of three supervisory and staff training seminars on specific Job Safety and Health Protection topics. If the JCHA accepts your proposal, these may or may not be included in the contract for services at the JCHA's discretion.

- | | | |
|----|--|----------|
| a. | Cardiopulmonary Resuscitation (CPR) | \$ _____ |
| b. | Safety Lifting (Learning to Lift Safely to Avoid Unnecessary Injury & Expense) | \$ _____ |
| c. | Substance Abuse in the Workplace (Guidance for Supervisory Staff in Identifying Behavioral Signs of Drug or Alcohol Abuse) | \$ _____ |

SECTION I: PROPOSAL INSTRUCTIONS**C. DOCUMENT REQUIREMENTS**

Provide all formal documents, certifications, etc., as specified in SECTION IV of this RFP.

D. ADDITIONAL ELEMENTS

It is the sole responsibility of the firm to provide all information requested and meet all requirements of this RFP. If any of the required information is not provided or requirements are not met, the JCHA may, at its sole discretion, remove the proposal from any further consideration. All information must be clear, concise and complete.

All proposals must be submitted in SEALED envelopes and received by the JCHA, c/o Kenneth Pinnock, Deputy Executive Director, Director of Procurement, Contracts & Risk Management, 400 U.S. Hwy 1&9, (Marion Gardens), Jersey City, New Jersey, **07306, by or before 11:00 A.M. EST, on WEDNESDAY, SEPTEMBER 30, 2026.** Proposals received after this date and time for any reason shall not be considered and will be returned.

If your firm has any questions about the *general procurement* process for this RFP, please direct them to purchasing@jcha.us, or Fax: 201-547-6648. If your company has any *questions about the Scope of Services* for this RFP, please direct them to Elizabeth Phillips-Lorenzo, Chief-of-Staff, email: ephillips-lorenzo@jcha.us

ADDEENDUM TO SECTION II. (REMOVAL OF CBC)

SECTION II: SCOPE OF SERVICES: GENERAL DESCRIPTION

- A. The Firm will provide routine Pre-Employment Medical Physical Examinations, conducted by a licensed M.D., to include the following:
1. Review of Medical History.
 2. Height, Weight, Teeth, Hearing, Vision, Blood Pressure, Pulse, Heart, Lungs, Abdomen, Hernia, Upper/Lower Extremities and Spine.
 3. Breath Alcohol Screening.
 4. Routine Drug Screening to include testing for Amphetamines, Barbiturates, Benzodiazepines (Valium, Librium), Cocaine, Methadone, Opiates, Phencyclidine (PCP), Methaqualone, THC (Marijuana).
- B. The Firm will provide Medical Physical Examinations conducted by a licensed M.D., to:
1. Assess employee's incapacity to perform regular duties due to illness, based upon the information provided.
 2. Assess employee's capacity to return to active employment and perform regular duties subsequent to an excused absence, based upon the information provided.
- C. The Firm will provide 'Special Needs' testing, when necessary, to include the following:
1. **Lead Paint Abatement Program:** Blood Lead Test, Cholinesterase Blood Test, Zinc Protoporphyrin, Pulmonary Function Tests for Respirator Certification Medical Exams to include: FVC (forced vital capacity); FEY! (forced expiratory volume at one second); FEV1/FVC% (forced expiratory volume at one second to forced vital capacity ratio, expressed as a percentage); and FEF25-75% (mean forced expiratory flow during the middle half of the FVC).

Note: The JCHA anticipates approximately five (5) of each of the above referenced tests to be completed within the contract year.
 2. **Pesticide/Insecticide Testing:** Overexposure/Poisoning Profile m Plasma, RBC and Urine. **See attached list of pesticides and insecticides used by the JCHA.**

Note: The JCHA anticipates approximately five (5) (If the above referenced test to be completed within the contract year.
 3. **Emergency Drug and/or Breath Alcohol Screening:** Including GCMS, as necessary.

Note: The JCHA anticipates approximately ten (10) emergency screenings per contract year.

SECTION II: SCOPE OF SERVICES: GENERAL DESCRIPTION (continued)

D. The Firm will provide Professional Job Safety and Health Protection training, when necessary, to include the following:

1. Cardiopulmonary Resuscitation (CPR)
2. Safety Lifting (Learning to Lift Safely to Avoid Unnecessary Injury & Expense)
3. Substance Abuse In The Workplace (Guidance for Supervisory Staff in Identifying Behavioral Signs of Drug or Alcohol Abuse)

Note: The JCHA anticipates at least two sessions per topic during the calendar year for groups of approximately 30 employees and/or supervisors per session.

E. Results of employer-initiated Emergency Drug and Alcohol Screening must be received by the JCHA within the following time period:

Verbal results - within 24 hours

Written results - within 3 business days

Written results of all other examinations and tests must be forwarded to the JCHA's Department of Human Resources within five (5) working days.

Please note: In providing results of pre-employment physicals to the JCHA, please DO NOT include any information regarding family-related genetic disorders.

F. The JCHA will provide the firm with a signed authorization to conduct the pre-employment physical examination, including drug and alcohol screening.

SECTION III: PROPOSAL EVALUATION CRITERIA

The JCHA will evaluate proposals received based upon two criteria with ranking points as follows: Professional Experience and Qualifications @ maximum of 30 points and Cost @ maximum of 10 points. Ranking scores will be given as follows:

A. FOR "PROFESSIONAL EXPERIENCE AND QUALIFICATIONS"**MAXIMUM SCORE: 30 Points**

Highest Ratings: The professional experience described in the proposal is the same kind (or greater), in quality and scale, as is required to perform the Scope of Services described in this RFP. For example: Indicate the professional experience and technical competence of your firm and staff, and adequacy of facilities for this scope of services. Include qualifications, experience and abilities of your firm, its principals who, and facilities which, will be involved with this commission.

Experience ... should be given in order of: with the JCHA, with similar size or larger public agencies and then with smaller public agencies.

Be sure and give specific experience, ... of the M.D.'s, support staff and facility availability to be **DIRECTLY INVOLVED** with performing the required physicals and testing outlined in the scope of services.

When listing non-JCHA public sector experience, be sure to indicate the size, average number of physicals/yr. and terms of contract(s) for the public agencies listed.

If any part of this potential commission is to be sub-contracted to any other firm, person or facility, (e.g. an outside testing lab) be sure to state such and give the experience, of the sub-contractor.

Explain how the firm will provide the services in a timely fashion in terms of both physicals and testing. Be specific re: the average number of days' wait between a call from the JCHA requiring physicals and having the physical performed, and between the physical and testing and when the JCHA is notified of results. For example - "... the hospital will require five business days' notice... and results will be given five business days after the physical...". Or, if the hospital works on pre-set schedules,"... physicals are given on Thursdays and require only 24 hr. notice... and test results are ready on the following Wednesday...".

The proposal should also include general comments regarding responsiveness for "Special Needs" testing, e.g., if the JCHA called and needed a drug test done the day of the call.

If two or more firms meet this standard, the firm with the most relevant experience will receive the relatively higher score.

SECTION III: PROPOSAL EVALUATION CRITERIA (continued)

Middle Ratings: The professional experience described in the proposal is quite similar, clearly approximates, and is closely related to and/or otherwise quite comparable, in quality and scale, as is required to perform the Scope of Services described in this RFP. For example: same as for "highest rating", but not including specific, "experience with JCHA proposals for appropriate, ...". If two or more firms meet this standard, the firm with professional experience, which is similar, will receive relatively higher scores.

Lower Ratings: The professional experience described in the proposal is somewhat similar, approximate, is somewhat related to and/or otherwise somewhat comparable, in quality and scale, as is required to perform the Scope of Services described in this RFP. For example: the firm has extensive HUD program experience, but not with the specified programs or areas of emphasis for this commission.

B. FOR "COST"**MAXIMUM SCORE: 10 Points**

The Cost criteria will be scored in relative terms, i.e., lowest relative costs receiving the highest relative scores, with scoring differences proportional to cost differences.

SECTION IV: DOCUMENT REQUIREMENTS

All proposals must include:

- A. Incorporation certification, including the names and addresses of corporate ownership.
- B. A copy of the firm's "Business Registration Certificate" issued by the Division of Revenue. Failure to submit proof of registration is considered a mandatory rejection of bids (non-waivable defect) N.J.S.A. 40A:1 1-23.2 Mandatory List of Documents.
- C. Professional licenses, including evidence of where the firm and principals are permitted to conduct physical examinations and drug/alcohol testing.
- D. If the firm intends to subcontract any portion of this commission, a statement regarding whom, with attendant corporate identification and certifications. Subcontractors will be evaluated as part of the proposer's team, JCHA reserves the right to accept or reject subcontractors with no change to price.
- E. If not included in the PROFESSIONAL EXPERIENCE sections of the proposal, summary resumes of the firm's partners and principals to be assigned to prospective JCHA work.
- F. Certified statement that neither the firm nor members of the firm are debarred, suspended or otherwise prohibited from professional practice by any federal, State or local oversight, regulatory or law enforcement authority.
- G. Statement that the firm is financially sound and has financial resources sufficient to successfully execute this prospective JCHA agreement over a twelve-month period.
- H. Evidence of all appropriate and applicable insurance coverage carried by the firm, including policy coverage periods.
- I. Statement that the firm operates in full compliance with all applicable civil rights and non-discrimination statutes, executive orders, rules and regulations.

SECTION V: DRAFT AGREEMENT**INTRODUCTION**

The following is an outline of the approximate agreement that the JCHA intends to execute. The base document is the existing JCHA medical contract(s) as amended for purposes of the RFP. Please pay particular attention to the Scope of Services provisions; this is the reference point for your response to the RFP.

DRAFT AGREEMENT

THIS AGREEMENT entered into as of the ____ day of _____, 2027, for a period of one (1) year, by and between the Jersey City Housing Authority (hereinafter referred to as the JCHA) and _____ (hereinafter referred to as the Firm):

I. Agreement of the Parties

The JCHA agrees to engage _____ and _____ hereby agrees to perform the services hereinafter set forth.

II. Scope of Services

- A. The Firm will provide routine Pre-Employment Medical Physicals, conducted by a licensed M.D., to include the following:
 - I. Review of Medical History.
 - 2. Height, Weight, Teeth, Hearing, Vision, Blood Pressure and Pulse, Heart, Lungs, Abdomen, Hernia, Upper/Lower Extremities and Spine.
 - 3. Breath Alcohol Screening.
 - 4. Complete Blood Count (CBC).
 - 5. Routine Drug Screening to include testing for: Amphetamines, Barbiturates, Benzodiazepines (Valium, Librium), Cocaine, Methadone, Opiates, Phencyclidine (PCP), Methaqualone, THC (Marijuana).
- B. The Firm will provide Medical Physical Examinations, conducted by a licensed M.D., to assess employees' incapacity to perform regular duties due to illness based upon the information provided.
- C. The Firm will provide Medical Physical Examinations, conducted by a licensed M.D., to assess employees' capacity to return to active employment subsequent to an excused absence and based upon the information provided.

SECTION V: DRAFT AGREEMENT (continued):

D. The Firm will provide 'Special Needs' testing, when necessary, to include the following:

- I. **Lead Paint Abatement Program:** Blood Lead Test, Cholinesterase Blood Test, Zinc Protoporphyrin, Pulmonary Function Tests for Respirator Certification Medical Exams to include: PVC (forced vital capacity); FEVI (forced expiratory volume at one second); FEVI/FVC% (forced expiratory volume at one second to forced vital capacity ratio, expressed as a percentage); and FEF25-75% (mean forced expiratory flow during the middle half of the PVC).

Note: The JCHA anticipates approximately 5 of each of the above referenced tests to be completed within the contract year.

2. **Pesticide/Insecticide Testing:** Overexposure/Poisoning Profile m Plasma, RBC and Urine. **See attached list of pesticides and insecticides used by the JCHA.**
3. **Emergency Drug and/or Breath Alcohol Screening:** Including GCMS, as necessary.

E. The Firm will provide Professional Job Safety and Health Protection training, when necessary, to include the following:

- I. Cardiopulmonary Resuscitation (CPR)
2. Safety Lifting (Leaming to Lift Safely to Avoid Unnecessary Injury & Expense)
3. Substance Abuse In The Workplace (Guidance for Supervisory Staff in Identifying Behavioral Signs of Drug or Alcohol Abuse)

Note: The JCHA anticipates at least two sessions per topic during the calendar year for groups of approximately 30 employees and/or supervisors per session.

- F. Results of employer-initiated Emergency Drug/Alcohol Screening must be received by the JCHA within the following time period:
Verbal results - within 48 hours
Written results - within 5 business days

Written results of all other examinations and tests must be forwarded to the JCHA's Department of Human Resources within five (5) working days.

Please note: In providing results of pre-employment physicals to the JCHA, please **DO NOT** include any information regarding family-related genetic disorders.

SECTION V: DRAFT AGREEMENT (continued):**II. Scope of Services (Continued):**

F. The JCHA will provide the firm with the following:

1. Consent Form signed by the applicant authorizing the complete pre-employment physical examination (to include drug and alcohol screening).
2. JCHA authorization to conduct pre-employment physical examination, including drug and alcohol screening.

III. Compensation

A. The Firm shall submit monthly invoices on or before the 15th day of each month. The JCHA shall make payment on or about the 1st Friday of the month immediately following.

B. The Firm will be compensated for services completed as follows:

- | | |
|--|------|
| 1. Routine pre-employment physical examination and related testing | \$__ |
| 2. Physical examination confirming incapacity to work | \$__ |
| 3. Physical examination for authorization to return to work | \$__ |
| 4. Blood Lead Test | \$__ |
| 5. Cholinesterase | \$__ |
| 6. Zinc Protoporphyrin | \$__ |
| 7. Pulmonary Function Test | \$__ |
| 8. Pesticide & Insecticide Testing | \$__ |
| 9. Emergency Drug /Alcohol Screening | \$__ |
| 10. GCMS | \$__ |

IV. Complete Agreement

This is the entire agreement between the parties pertaining to the matters set forth herein; all previous agreements (if applicable) between the parties for the stated Scope of Services are hereby rescinded and terminated.

V. Conflicts of Interest

- A. No member, officer or employee of the JCHA during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- B. No member of, or Delegate to the Congress of the United States of America, shall be admitted to any share or part of this Contract or to any benefits which may arise therefrom.

SECTION V: DRAFT AGREEMENT (continued):

VI. Non-Employee Status

Notwithstanding anything to the contrary herein, the parties specifically agree that this Agreement shall not be deemed to create the relationship of employer-employee between the JCHA and the firm, and no rights or privileges of an employee of the Authority shall inure to the Authority hereunder.

VII. Changes

Any and all changes, additions, deletions of services to this Agreement shall be mutually agreed to by the JCHA and the Finn.

VIII. Termination of Agreement

This Agreement may be terminated by either the Finn or the JCHA after giving thirty (30) days written notice and such notice shall state the reason(s) therein.

IN WITNESS WHEREOF, the JCHA and the Finn hereby execute this Agreement as of the date first written above.

Jersey City Housing Authority:

(Firm):

JCHA Executive Director

Name of Authorized Signatory)
(Title)

Kenneth Pinnock
Director of Procurement,
Contracts and Risk
Management

(Name of Authorized Signatory)
(Title)

Date: _ _ _ _ _

Date: _ _ _ _ _

Pesticide & Insecticides 2026

- 1,1,DIFLUOROETHANE
- ACTONE
- BAYTHROID
- BRODIFACUUM
- BROMADIALONE
- BUTANE
- CALCIUM SILICATE
- CARBON DIOXIDE
- DIMETHYL ETHER
- ETHYL ALCOHOL
- GLYCERN
- ISOBUTANE
- ISOPROPYL ALCOHOL
- KAOLIN
- NAPHTHA
- PHENOTHRIN
- PIPERONYL BUTOXIDE
- PROPANE
- PROPYL ALCOHOL
- PROPYLENE GLYCOL
- PYRETHRUM
- SILICA, AMORPHOUS, PRECIPITATE
& GEL
- SILICIA QUARTZ

CURRENT AND PRIOR LIST OF CLIENTS FORM

PLEASE PRINT (LEGIBLY) OR TYPE

Name of Submitting Firm: _____

RFP for: _____

1

Firm / Agency Name:		Name	Title
Address			
Telephone No.	Fax No. ()	Email Address	
(Brief Description of the Type of Work / Services Provided)			
Contract Value	Date Service(s) Provided		
\$	From	To:	

3

Firm / Agency Name:		Name	Title
Address			
Telephone No.	Fax No. ()	Email Address	
(Brief Description of the Type of Work / Services Provided)			
Contract Value	Date Service(s) Provided		
\$	From	To:	

5

Firm / Agency Name:		Name	Title
Address			
Telephone No.	Fax No. ()	Email Address	
(Brief Description of the Type of Work / Services Provided)			
Contract Value	Date Service(s) Provided		
\$	From	To:	

2

Firm / Agency Name:		Name	Title
Address			
Telephone No.	Fax No. ()	Email Address	
(Brief Description of the Type of Work / Services Provided)			
Contract Value	Date Service(s) Provided		
\$	From	To:	

4

Firm / Agency Name:		Name	Title
Address			
Telephone No.	Fax No. ()	Email Address	
(Brief Description of the Type of Work / Services Provided)			
Contract Value	Date Service(s) Provided		
\$	From	To:	

6

Firm / Agency Name:		Name	Title
Address			
Telephone No.	Fax No. ()	Email Address	
(Brief Description of the Type of Work / Services Provided)			
Contract Value	Date Service(s) Provided		
\$	From	To:	

Registering A Business with the New Jersey Department of the Treasury

Business organizations or individuals doing business in New Jersey are required to register with the Department of the Treasury, Division of Revenue. Registration is free and is a one-time action – there are no fees to register. However, you should update your contact and tax eligibility information as needed. Registration is required to conduct most business with any state, county, municipal, local board of education, charter school, county college, authority, or state college or university. The contracting agency may be required to have a copy of the “proof of registration certificate” submitted as part of a public bid or prior to issuing a purchase order.

To register: Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed form online or by mailing a paper form to the Division. Online filing is strongly encouraged.

- Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at www.nj.gov/treasury/revenue/revprmt.htm.
- Call the Division at 609-292-1730 to have a form mailed to you.
- Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Note: If you operate a corporation, limited partnership, limited liability company or limited liability partnership, before registering, you must obtain legal authority to operate in the State of New Jersey. Generally, this is accomplished by filing an original business certificate with the Division of Revenue, such as a Certificate of Incorporation or Formation. For more information on this subject, visit www.nj.gov/treasury/revenue/filecerts.htm, or call 609-292-9292.

Registering as an individual: There is a simplified registration process for individuals doing business with any New Jersey government agency. The form (NJ-REG-A) may be on the back of this form. If not, it can be downloaded from the web at www.nj.gov/treasury/revenue/pdforms/rega.pdf. To obtain a copy by mail, call 609-292-1730, or write to the Division at the Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Questions about the registration process? Call 609-292-1730 or submit by e-mail at www.nj.gov/treasury/revenue/revcontact.html.

How do I receive the proof of registration certificate?

- **New registrants.** When completing Form NJ-REG, make sure you answer “Yes” to the contractor/sub-contractor question (Online - Item 17; Paper Form - Item 18). The Division of Revenue will mail the certificate to the mailing address you supply on your registration form.
- **Previously Registered Businesses.** Call 609-292-1730 and select option 3. The Division of Revenue’s service agents will take your order and mail you a certificate. Please allow 7 to 10 working days to receive your certificate. Alternately, you may visit the Division’s Client Registration Bureau in person and request a certificate. The address is 847 Roebling Avenue, Trenton, NJ 08611. Service desk hours are 8:30am to 4pm, weekdays, excluding holidays.

What information does the proof of registration contain? The certificate displays the following information: Business Name, Trade Name (If Applicable), Tax Payer ID (Usually the Employer Identification Number), Business Address, Contractor Certification Number (State Issued), Certification Issuance Date, Effective Date (Business Start Date Entered on Form NJ-REG).

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
 DIVISION OF REVENUE
 100 SOUTH MONTGOMERY
 TRENTON, NJ 08646

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION:
 870-087-382/000

ADDRESS:
 847 ROEBLING AVE
 TRENTON, NJ 08611

ISSUANCE DATE:
 07/14/04

SEQUENCE NUMBER:
 01073

TRADE NAME:
CLIENT REGISTRATION

John S. Tully
 Act Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
 TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
 20041014112013633

NJ-REG-A

Certification and Registration for Individuals Contracting With Public Agencies

(P.L. 2004, Ch. 57)

OFFICIAL USE ONLY:
DLN #:

Instructions: State law requires all contractors and subcontractors with the State or other public sector entities to provide proof of registration with the Department of Treasury. You may use this form to comply with the law if you are an individual with no business tax or employer obligations with the State of New Jersey and are not yet registered. Fill out the registration section and certification below and send the completed form to:

NJ Division of Revenue
Client Registration Bureau
PO Box 252
Trenton, NJ 08646-0252

Please note that the registrant's name listed in Section A must be the same as shown in the Certification, Section B. Type, machine print or hand print all information, except your signature.

If you have or will have business tax or employer obligations, file form NJ-REG. Call (609) 292-1730 for more information.

SECTION A, REGISTRATION DETAIL FOR STATE CONTRACTOR OR SUBCONTRACTOR	
Social Security Number	
Registrant's Name	
*Physical Address: Street, City, State, Zip <u>Do not</u> use P.O. Box	
County	
Mailing Address: Street, City, State, Zip	
Contact Information	
Telephone Number	
E-mail Address	

SECTION B, CERTIFICATION OF CONTRACTOR OR SUBCONTRACTOR

I _____ hereby certify that I am an individual having no business tax or employer obligations with the State of New Jersey. Further, I certify that any income that I derive from business activities with the State of New Jersey will be reported on my personal income tax return.

I understand that pursuant to State law, if I knowingly report inaccurate or misleading information, I may be subject to penalties.

Signed: _____
Signature

Date: _____



New Jersey Division of Revenue

Revenue

NJBGs

On-Line Business Registration Certificate Service

To verify the registration status of your business and obtain a Business Registration Certificate, enter the **Name Control** and one of the other search fields below: Taxpayer Identification Number; Business Entity Identification Number; or Certificate Number. We will verify whether your business is registered and if so, generate an online, printable Business Registration Certificate.

Name Control: (required*) Enter the first four characters of your business name or trade name. If the business name is less than 4 characters, finish the field with hypens (-). Do NOT enter spaces, slashes or any other special characters except an ampersand (&) or the hyphen (-).	
Taxpayer ID (Federal Employee ID Number): Your Taxpayer Identification (FEIN) must be twelve digits long. Enter the first nine digits followed by three zeroes (000), or if you have a three digit suffix, enter the suffix after the first nine digits. Do NOT enter spaces, dashes or slashes.	
Business Entity ID: This is the ten-digit ID assigned to all corporations, LLC's and limited partnerships. Enter all ten digits, including leading zeros. Do NOT enter spaces, dashes or slashes. If your business is a General Partnership or Proprietorship, this search field is not applicable.	
Certificate Number: This number, sometimes called the "Sequence Number", is the unique ID assigned to each business registration certificate. It may prove useful for authenticating a previously issued business registration certificate. The Certificate Number must be seven digits long. Do NOT enter spaces, dashes or slashes.	

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General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

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

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.100) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 — use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by
Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

STANDARD BID DOCUMENT REFERENCE						
Name of Form	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN					
Statutory Reference	N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
Applicability		Y/N		Mandatory	Optional	N/A
	LPCL	Y	Goods and Services	X		
	PSCL	Y	Construction			X
Instructions Reference						
Description	P.L. 2012, c.25 prohibits the awarding of State and local public contracts for goods and services with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Prior to contract award, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey 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").					

The Certification form requires the insertion of contracting unit identification information which should be filled in (in italics on the form) prior to its use.

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 **Jersey City Housing Authority** 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 **Jersey City Housing Authority** to notify the **Jersey City 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 **Jersey City Housing Authority** and that the **Jersey City Housing Authority** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		Date	



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.)

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

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).