

**JERSEY CITY HOUSING AUTHORITY (JCHA)
REQUEST FOR PROPOSALS
COMPREHENSIVE AFTER SCHOOL PROGRAM**

The JCHA is seeking proposals from qualified organizations to provide a **Comprehensive After School Program** for Jersey City Housing Authority children and youth.

RFP documents may be obtained from our website www.jerseycityha.org by selecting Business Opportunities and then choosing the proposal due date to download the RFP package. Any questions can be emailed to purchasing@jcha.us or faxed to the Purchasing Department at 201-547-6643, TDD # 201-706-4695 starting Wednesday, March 1, 2023 through Tuesday, April 4, 2023.

All firms must submit 1 original, 5 copies and 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, April 5, 2023, at 11:00 A.M. EST***, using one of the following submission procedures:

HAND-CARRIED/MAILED/OVERNIGHT/EXPRESS MAIL DELIVERY

Prior to being awarded a contract the vendor must supply a copy of the organization's "Business Registration Certificate" issued by the Division of Revenue.

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 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=JCHA, ou=Procurement
and Contracts Administration,
email=kpinnock@jcha.us, c=US
Date: 2023.02.23 14:37:21 -05'00'

For:

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

Vivian Brady-Phillips
Executive Director

REF# 2023-RFP #4

Publication Dates: **Wednesday & Thursday, March 1st and 2nd, 2023**

SECTION I: PROPOSAL INSTRUCTIONS

1. INTRODUCTION

The mission of the Jersey City Housing Authority (JCHA) is to develop and manage Housing of Choice of the highest standards, which is safe, affordable, sustainable and accessible, and to partner with outside organizations to foster resident responsibility and self-sufficiency.

A growing body of evidence shows that an integrated focus on academics, enrichment activities, expanded learning opportunities, and positive youth development are critical to improving student success. As such, the JCHA is seeking qualified community-based organizations (CBOs) and other entities to submit proposals to provide comprehensive after school services and enrichment activities for students in grades 2-8 who reside at each of JCHA's five family sites. Services may be provided on or off-site (if off-site, transportation must be accounted for in the proposal).

Sites to be Served:

- Marion Gardens – 73 Dales Avenue
- Holland Gardens – 241 Sixteenth Street
- Hudson Gardens – 27-29 Palisade Avenue
- Curries Woods – 65 Ruby Brown Place
- Booker T. Washington – 74 Fremont Street

Qualified organizations with at least 5 years of experience providing afterschool programming who can provide a comprehensive afterschool program are invited to apply as lead organizations, either on their own or in collaboration with other CBOs.

It is anticipated that the term of the contracts awarded from this RFP will be from September 11, 2023, to June 18, 2024, with an option to renew up to an additional four (4) year(s) based on mutual consent of both parties.

All responses for providing services under this Request for Proposal must include all of the elements described in this Section. It is recommended that organizations read and understand the requirements of this RFP before proceeding to draft any of the required elements of the proposal to be submitted.

The organization should provide a one- to two-page letter of introduction briefly describing the organization and its work, especially as it relates to this prospective commission. The letter should specifically identify the members of the organization who would be assigned to provide the requested services to the Jersey City Housing Authority (JCHA) if the organization is awarded the contract.

The letter should include a statement that if the organization is selected by the JCHA, the organization will be ready to begin work on or about the beginning of September 2023 and continue through the end of June 2024.

The JCHA reserves the right to reject any or all proposals, to waive any informalities in the RFP process, or to terminate the process and any ensuing award at any time if deemed by the JCHA to be in the best interest of the JCHA.

No proposals submitted shall be withdrawn for a period of sixty (60) days subsequent to the deadline for receiving proposals without the written consent of the JCHA. All proposals must then include the following elements:

2. STATEMENT OF PROFESSIONAL EXPERIENCE & PERFORMANCE, CAPACITY AND QUALIFICATIONS

State your organization's professional experience and past performance which offers evidence of the ability to perform the work described in Section II of this RFP, Scope of Services: General Description. Specific work and expertise with directly related projects is of particular interest. We suggest inclusion of specific recent and current clients and phone numbers. (The JCHA shall presume that the organization does not object to the JCHA contacting listed clients to review the organization's work, including: work quality, compliance with contract, cost control, ability to meet schedules and client satisfaction).

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

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

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

3. COST

Provide the cost of services, if any, as follows:

A. Submit annual cost by JCHA development for your After School Program as outlined in the RFP Scope of Work. The budget should specify what if any costs are covered in-kind, via grant

funds and/or donations (secured funds vs projections), and to be paid by JCHA. The JCHA has determined a budget range that we feel is appropriate for the scope of work in this RFP of between \$125,000 and \$175,000 annually, inclusive of in-kind funding and/or grants/donations secured by the respondent.

The JCHA reserves the right to negotiate costs and proposed scope of services with organizations who submit proposals. The JCHA also reserves the right to award more than one contract if the JCHA receives more than one highly rated proposal.

4. OTHER REQUIRED DOCUMENTS

All proposals must include:

1. A copy of the organization's/organization's "Business Registration Certificate" issued by the New Jersey Division of Revenue (Mandatory)
2. Incorporation certification, including the names and addresses of corporate ownership.
3. Professional licenses (if any), relevant to the scope of services.
4. If the organization intends to subcontract any portion of the services, a statement regarding to whom, with attendant corporate identification and certifications. Sub-contractors will be evaluated as part of the proposer's team; JCHA reserves the right to accept or reject sub-contractors with no change to price.
5. If not included in the PROFESSIONAL EXPERIENCE sections of the proposal, summary resumes of the organization's members to be assigned to this commission.
6. Signed statement that neither the organization, nor members of the organization are debarred, suspended, or otherwise prohibited from professional practice by the federal or State governments.
7. Signed statement that the organization is financially sound and has financial resources sufficient to successfully execute this prospective JCHA commission.
8. Evidence of all appropriate and applicable insurance coverage carried by the organization.
9. Signed statement that the organization operates in full compliance with all applicable civil rights and non-discrimination statutes, executive orders, rules and regulations.

5. ADDITIONAL INFORMATION

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

Submission Deadline

Hard copy responses (no faxes) to this invitation must be submitted in SEALED envelopes and *received by the JCHA* no later than **Wednesday, April 5th, 2023 @11:00 A.M.** Proposals received after this date and time for any reason shall not be considered and will be returned to the sender. Responses are to be sent to:

Jersey City Housing Authority
Attn: Ken Pinnock, Purchasing Dept., 2nd Floor
400 U.S. Highway #1
Jersey City, NJ 07306

If your organization has any questions about this RFP, please email the JCHA at purchasing@jcha.us

SECTION II: SCOPE OF SERVICES

The JCHA desires a supervised schedule of educational and enrichment activities including after school care for children residing at our five family developments in grades 2-8. The elements of the desired educational activities are discussed within the Program Requirements section.

The JCHA will provide space for the program at each site. The space to be made available to the program will consist of space in each sites' community room (average maximum capacity 30 people), the playground at each site, and computer labs (where available).

Priority consideration will be given to organizations that have grant or other funding streams to provide after school and/or enrichment programming, and who have experience successfully providing such services too low- to moderate-income children/youth.

The Contractor would be solely responsible for the program's content and activities and would need to provide a certificate of General Liability and Workers Compensation insurance in the amount of One Million Dollars (\$1,000,000.00) each, naming the JCHA as an additional insured – primary coverage, during the complete term of the agreement. In addition, the Contractor would need to provide a copy of their child care program license from the New Jersey Department of Children and Families, Office of Licensing.

Program Requirements

The after school program has two required elements, in addition to providing a safe, secure and supportive environment for students: 1) academic assistance with homework and 2) enrichment and recreational activities. The academic assistance with homework must provide support for pupils and be in alignment with the school day academic program requirements, standards-aligned curriculum, and instructional materials.

The following are the requirements we are looking for in an After School Program.

1. The after school program will provide a structured activity time and opportunities for students to choose between activities.
2. The after school program will provide numerous opportunities for students to increase their level of understanding of academic-based concepts and recreational activities in order to develop academic, personal and social skills. Such activities should include:
 - a. Homework help and mentoring
 - b. Literacy programs and projects such as storytelling, drama and writing
 - c. Integrate arts, including arts and crafts, music and movement
 - d. Sports and recreational activities
 - e. Games and activities that are fun and challenging
 - f. Youth development
 - g. Leadership and entrepreneurial skills development
 - h. Engaging and interesting learning workshops
 - i. Community service activities
3. Safety is a primary requirement of the after school program.

4. The staff should be qualified and alert in their supervision.
 - a. According to the 504 regulations dealing with school involvement in programs, the program must be able to meet the needs of students with disabilities.
5. The program should have professional and trained staff who interact and engage with children.
6. The program should maintain a cooperative and supportive attitude and a structured environment.
7. Program must maintain regular contact with parents to involve them in their children's after-school learning through newsletters, reports, and informal conversations with parents as they arrived to pick up their children.
8. Program must coordinate with JCHA staff and provide monthly progress reports.
9. The program will run from 3:00pm until between 5:30 and 6:00pm.
10. It is recommended to have one staff member per 10-15 students.

You are requested to comment upon the Program Requirements above indicating which (if any) of the listed requirements would not become part of your proposed program.

Staff Requirements:

All after school program staff who provide direct supervision to students must meet the following minimum qualifications:

1. Has a high school diploma or its equivalent, and meets one of the following two requirements:
 - a. Has completed at least two years of study or 48 college units at an institution of higher education
 - b. Has obtained an associate's or higher degree
2. Pursuant to N.J.A.C. 3A:52-4.1, has completed a Child Abuse Record Information (CARI) background check and a Criminal History Record Information fingerprint background check, has completed a Mantoux tuberculin skin test and physical examination (N.J.C.A. 3A:52-7.4(b)); has received the policy statement on the disciplining of children by staff members (N.J.C.A. 3A:52-6.6€), has received the Information to Parents document (N.J.C.A. 3A:52-3.6(b)), and has provided two written or verbal references from former employers or other persons who have knowledge of the individual's work experience or education and who can attest to the individual's suitability to work with children.

Proposal Submission – include the following and organize in the same format with tabs:

1. Describe your history, vision and philosophy. Indicate the number of years you have provided services similar to those requested in the RFP. Describe your organizational structure. Provide your organizational chart. Do you have a State license to operate childcare? If yes, what is the licensing agency and provide the name and contact information for the agency.

2. Describe your organization's qualifications and experience providing services in after school settings.
3. Program and plan for delivery of services
 - a) Describe your program in response to the **program requirements listed above.**
 - b) How will you market the program to the community and recruit participants?
 - c) How do you handle equipment, supplies, consumables and furniture needed for program operations?
 - d) What is your initial financial investment in program equipment and materials?
 - e) Describe methods used to communicate with parents of children in your program.
 - f) Describe your supervision plan and the method used to account for and track the whereabouts of each student in the program.
 - g) Provide all relevant insurance verification, including a dollar value to which your company is covered. What types of insurance do you offer?
 - h) Provide a timeline indicating steps required and time needed to establish the after school program.
 - i) Describe staff training and resources available to deescalate disputes and resolve differences and conflicts between students and between students and adults.
 - j) Explain whether your program will take place on-site in JCHA community rooms or off-site. If off-site, how will you transport children to and from your program?
4. Staffing Plan
 - a) What are the required qualifications for each staff member involved with the program?
 - b) What staffing ratios will be employed?
 - c) What kind of training program do you have in place for staff members—both initial and ongoing?
5. Program Budget
 - a) Submit budget for the services you intend to provide.
6. References and Additional Information
 - a) Provide at least three references from prior contracts/clients.
 - b) Provide survey responses and/or feedback from parents and children if such exist.
 - c) Provide sample documents shared with parents (e.g., a Parent Handbook, code of conduct, or similar document/brochure).
 - d) Has your organization had a childcare agreement terminated for convenience or due to default in the last five years? If yes, provide details.
 - e) Are you or your firm/agency/organization aware of any claims made or litigation alleging misconduct, discrimination or sexual harassment? If yes, provide details.
 - f) Is your firm/agency/organization involved in or aware of any pending disciplinary action or investigation by any local, state or federal agency? If yes, provide details.

SECTION III: EVALUATION CRITERIA

The JCHA established Proposal Evaluation Criteria to provide a clear basis for comparative ranking of proposals. Responses to this invitation will be reviewed under a 60-point system, with four evaluation categories as follows:

CRITERION #1 – PROFESSIONAL QUALIFICATIONS, EXPERIENCE AND CAPACITY:**15 POINTS MAXIMUM**

All responses will be rated, relative to all other responses, as follows:

Highest Ratings: The organization evidences identical or very similar work experience with public housing authorities or a similar type of agency and clients; demonstrates related technical competence on projects of similar or larger size. The organization's current/pending workload clearly allows for new work. Staff is in place and can easily perform the commission within the required time frame.

Middle Ratings: The organization evidences comparable work experience; has some similar agency and client experience and demonstrates related technical competence on generally similar projects. The organization's existing workload should not hamper ability to perform this commission and proposed staffing is acceptable and available.

Lower Ratings: The organization evidences related work experience in some areas but not others; past experience and competence not particularly applicable. Based on current workload, time constraints of this commission could pose a problem.

CRITERION #2 – QUALITY OF PROPOSED PROGRAM:**20 POINTS MAXIMUM**

All responses will be rated relative to all other responses, as follows:

Higher Ratings: Program is outstanding, a wide variety of educational topics are available, there is evidence of much creativity in proposed program, proposed curriculum is flexible clearly fits in allotted time, excellently-qualified staffing is available on days and at times requested.

Middle Ratings: Program is average, a wide variety of topics are included, allotted time may not perfectly fit curriculum, there is evidence of some creativity in proposed program, adequate staffing is available.

Lower Ratings: Program is below average, allotted program time does not fit with curriculum, little evidence of creativity in program, untested staff and/or limited availability in scheduling.

CRITERION #3 - PAST PERFORMANCE ON OTHER COMMISSIONS:**15 POINTS MAXIMUM**

All responses will be rated, relative to all other responses, as follows:

Higher Ratings: Performance and abilities are clearly above the norm. Organization is responsible and service-oriented, complies with contract requirements; clients would not hesitate to use again.

Middle Ratings: Performance is acceptable. Organization requires only occasional follow-up and monitoring. The quality and thoroughness of work is good. Schedules are close to requirements.

Lower Ratings: Close monitoring is advisable. Organization is not as thorough as it should be. Organization does not always meet schedules or budgets and responses to inquiries are slow.

CRITERION #4 – COST:

10 POINTS MAXIMUM

Organizations must submit the annual cost per development.

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

NOTE: The JCHA has determined a cost range, which is reasonable for this commission. If the proposed cost is in excess of the higher end of the JCHA estimate, the JCHA may terminate any further consideration of the proposal. If the proposal cost is below the lower end of the JCHA estimates, the JCHA may require further documentation and/or interviews prior to scoring.

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. 11/30/2023)

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 an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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 \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

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 III, Labor Standards Provisions, including any claims for damages for the alleged breach there of 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
 - (ii) 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 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.

(ii) 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.

(ii) 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 sub[contractor/seller] 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 Braille 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 135, 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 135 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 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, 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 135. 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 135.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. 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



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets if Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title