



COUNTY OF PASSAIC  
 PROCUREMENT CENTER  
 Michael Marinello, Purchasing Agent QPA, CCPO  
**Request for Proposal Competitive Contracting**

**BID # RFP-17-015**

**NAME OF BIDDER:** \_\_\_\_\_

**CONTRACT PERIOD:** September 1, 2017 through August 31, 2019

The County of Passaic is inviting qualified vendors to submit PROPOSALS FOR:

**Consulting Services to Perform an Assessment of Fair Housing for the  
 Passaic County CDBG Consortium**

**RECEIPT OF BIDS:**

This bid is to be received at 10:30 am (prevailing time) Thursday September 14, 2017 by the County of Passaic Procurement Center, located at 495 River Street, Paterson, New Jersey 07524. NO BID PROPOSAL SHALL BE RECEIVED IN PERSON OR BY MAIL AFTER THE HOUR DESIGNATED.

**BID DOCUMENT CHECKLIST**

This form is provided for the bidder's use in assuring compliance with all the required documents to be submitted with this bid proposal. Failure to submit these documents could be cause for rejection of this bid proposal. All signatures and seals, where required, must be original signatures and seals.

Required by the County of Passaic	Document	Read, Sign and Submit
X	Stockholder Disclosure Certification <b>(Exhibit I)</b>	
X	Non-Collusion Affidavit <b>(Exhibit II)</b>	
	Bid Guarantee (10% Bid Bond, Certified Check, or Cashier Check) <b>(Exhibit III)</b>	
	Consent of Surety <b>(Exhibit IV)</b>	
X	Disclosure of Investment Activities in Iran <b>(Exhibit V)</b>	
X	Last Page Signature <b>(Exhibit VI)</b>	
	Public Works Registration Certificate	
X	State of NJ Business Registration Certificate. <b>A Business Registration Certificate is required for all bidders, except non-profit organizations and other government agencies. They must provide proof of non-profit status.</b>	

**NOTE:** Bid Document return envelopes **MUST CLEARLY IDENTIFY THE BID NAME, BID NUMBER AND BID OPENING DATE ON THE EXTERIOR OF THE COMMON CARRIER OR COMPANY MAILING ENVELOPE.**

**BID# RFP-17-015**

**COUNTY OF PASSAIC  
NOTICE TO BIDDERS**

Notice is hereby given by the County of Passaic, acting as Lead Agency on behalf of each participating contracting unit, that sealed bids will be received on **Thursday September 14, 2017** at 10:30 am (prevailing time) in the Passaic County Procurement Center, located at 495 River St., Paterson, NJ 07524.

**Consulting Services to Perform an Assessment of Fair Housing for the  
Passaic County CDBG Consortium**

NO BID PROPOSAL SHALL BE RECEIVED IN PERSON OR BY MAIL AFTER THE HOUR DESIGNATED.

Proposal and specifications may be obtained either by mail or pickup at the Passaic County Procurement Center during regular business hours (8:30 a.m. - 4:30 p.m.). Upon receipt of a written request including your Fax Number and US Postal Address, a proposal may be forwarded via email. Regardless of the method obtained, all proposals must be submitted on the forms supplied in paper format with all original signatures, along with 6 paper copies and one on CD.

Proposals must be received either in person at the hour designated in this advertisement or previous thereto to the PASSAIC COUNTY PROCUREMENT CENTER.

The proposal must be accompanied by all documents required by the conditions and specifications for submitting a proposal. Bidders are required to comply with the requirement of N.J.S.A. 10:5-31 et seq. and P.L. 1975, c. 127 (N.J.A.C. 17:27-5.2) concerning affirmative action goals.

The Board of Chosen Freeholders of the County of Passaic reserves the right to consider the bids for sixty (60) days after the receipt thereof and further reserves the right to reject any and all bids, waive informalities, and make such awards or take action as may be in the best interest of the County.

For bidders future reference, copies of Notice to Bidders can be also received via email alerts. Please visit Passaic County's website at [www.passaiccountynj.org](http://www.passaiccountynj.org) and click "RECEIVE NOTIFICATIONS."

A pre-proposal meeting will be held **Wednesday August 30, 2017 at 1:00 pm** at the Passaic County Procurement Center, located at 495 River Street, 2<sup>nd</sup> Floor, and Paterson, New Jersey. 07524. All interested parties are strongly urged to attend.

Michael Marinello QPA, CCPO, Purchasing Agent  
Phone: (973) 247-3300 E-Mail: [mmarinello@passaiccountynj.org](mailto:mmarinello@passaiccountynj.org)

**NON-COLLUSION AFFIDAVIT EXHIBIT II:**

The proposer must submit a signed non-collusion affidavit, which is attached to each proposal, and must be notarized.

**BID SECURITY GUARANTEE:** If required as marked on Cover Page: The proposal, when submitted, shall be accompanied by a bid security guarantee in the form of a certified check, cashier's check or Bid bond utilizing our form, **Exhibit III** attached, made payable to the County of Passaic Treasurer, in the sum of not less than ten percent (10%) of the amount of the proposal, except that the amount of the check or bid bond need not exceed \$20,000.00 Pursuant to N.J.S.A. 40A 11-21.

The surety company providing the Bid Bond, if required with this bid proposal, consent of surety and the performance bond must, be authorized pursuant to the New Jersey Statutes to carry on business in the State of New Jersey as specified in N.J.S.A. 17 : 171 (G) and must have Best's Rating of B+ or better and a Best's Financial Size Category of VII or larger, the minimum ratings and the financial size categories are those listed for the Surety Company in the most current issues of Best's Hey rating Guide, Property-Casualty, published by the A.M. Best Company, Oldwick, New Jersey.

**RETURN OF BID SECURITY:**

N.J. S.A. 40A: 11-24 provides for the return of deposits as follows: All bid security, shall be returned, unless otherwise requested by the proposal, within ten (10) days after the opening of the bids, Sundays and Holidays excluded, and the proposals of such bidders shall be considered as withdrawn. Within three (3) days, Sundays and Holidays excluded, after the awarding and signing of the contract and the approval of the contractor's performance bond, the bid proposal security of the remaining unsuccessful bidders shall be returned to them.

**CERTIFICATE OF SURETY:**

If required as marked on Cover Page: Pursuant to N.J.S.A. 40A: 11-22 , the proposal must be accompanied by a certificate from a surety company duly authorized to do business in this State and satisfactory to the Board of Chosen Freeholders of the County of Passaic, stating that such surety company will provide the proposal with the guaranty performance bond or other security required as a guarantee indemnification, required in the specifications, conditioned upon the faithful performance of any and all provisions of the Contract, utilizing our form, **Exhibit IV** attached. **For Merchandise only, this certificate will be required if the total bid submitted is more than \$125,000.00.** In all cases, Service, Maintenance and Installation Contracts shall require a certification of surety,

**PERFORMANCE BOND:**

The successful bidder shall, **when applicable**, simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred (100%) of the acceptable bid proposal as security for the faithful performance of this contract, **On** Multi-Year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract. Submission of Performance Bond, if required for this bid proposal, is a condition precedent to a contract award. After receipt of such a performance bond and other submission required by the bid proposal specifications, the bid proposal will be accepted and a signed contract and a purchase order will be forwarded to the successful bidder.

**AFFIRMATIVE ACTION STATEMENT:**

The Provisions of Chapter 127, Public Laws of 1975, (N.J.A.C. 17-27) are applicable to this contract. Proposers are required to familiarize themselves and comply with the requirements of the State of N.J. statutes. See **Exhibit A** for Goods, Professional Services and General Service Contracts. See **Exhibit B** for Construction Contracts.

**REQUIRED AFFIRMATIVE ACTION EVIDENCE:** All successful vendors must submit within seven (7) days of the notice of intent to award or the signing of the contract, one of the following:

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval or
2. A photocopy of their Certificate of Employee Information Report or
3. A completed Affirmative Action Employee Information Report (AA302).

**STATE OF NJ BUSINESS REGISTRATION CERTIFICATE:**

You are alerted to this law C57 Laws of 2004 (S1778 signed 6/29/04) that expands the **State Contractor Business Registration Program** to local government contracts (including purchase orders/ vouchers) effective September 1, 2004. It applies to both quotations below the threshold and purchases above the threshold.

“Business organization” means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof.

The law provides that:

A copy of the Business Registration Certificate issued by the NJ Dept. of Treasury shall be provided at the time any bid or RFP is submitted.

A copy of the Business Registration Certificate shall be submitted before any purchase order or other contracting document can be issued;

Contractors are responsible for notifying subcontractors.

It is anticipated that the Dept. of Treasury will promulgate rules, which may require further communication at a later date.

**SIGNING OF CONTRACT:**

After an award of a contract by the Board of Chosen Freeholders, the successful proposer will be required to return an executed contract within ten (10) calendar days of physically receiving the contract for execution.

**RIGHT-TO-KNOW -M.S.D.S. AND LABELING REQUIREMENTS:**

Per N.J.S.A. 34:5A-1 ET Seq. (Workers and Community Right to Know Act), the State Department of Health has adopted a Workplace Hazardous Substance List (N.J.A.C. 8:59-9), which includes substances that could pose a threat to the health and safety of employees. Therefore, **where applicable**, under the provisions of N.J.A.C. 8:59-7, each proposer must furnish the County of Passaic a "Materials Safety Data Sheet" for each product they supply the County of Passaic which contains a substance listed on the Hazardous Substance List (N.J.A.C. 8:59-9). The County of Passaic request that a copy of the applicable Material Safety Data Sheet be forwarded with the delivery of a product to the appropriate County Department, or the County warehouse. Furthermore, under the provisions of N.J.A.C. 8:59-5, each product shall have a label affixed or stenciled onto any container that contains such substance and is going to be supplied to the County of Passaic.

**INSURANCE:**

Unless otherwise agreed in writing by the County, the contractor shall maintain such insurance as will protect him from all claims under Worker's Compensation Acts; General Liability Insurance protecting him from any other claims for damage for personal injury, including death, which may arise from operations under this contract, whether such operations are by himself or by any sub-contractor or anyone directly or indirectly employed by either of them, and property damage. Guarantees of such insurance shall be in the amount of \$1,000,000.00 and filed with the County if it requires, and shall be subject to it's approval for adequacy of protection.

The Contractor shall carry Business automobile Liability Insurance covering any owned auto (symbol 1) in limits not less than \$500,000.00 bodily injury liability each person, \$1,000,000.00 each occurrence and a \$500,000.00 property damage liability or \$1,000,000.00 combined single limit. If coverage is provided under simplified auto forms, the County of Passaic is to be named as an additional insured as respects the acts of the Contractor.

The Contractor shall furnish a certificate of insurance for both Worker's Compensation and Auto Insurance. The certificate will state that insurers will provide the County of Passaic with not less than 30 days notice of termination of coverage.

In the event the Contractor shall cause his insurance coverage to lapse, the Contractor shall immediately notify the County of Passaic of such occurrence. In addition, the insurance policy additional named insured

provision, **naming the County as an additional insured on same** shall contain language regarding the insurer to provide timely notification to the County about lapse in coverage. **The Contractor shall also agree to indemnify and hold harmless the County for all claims, cost and judgments arising out of the allegations of negligence, errors, omissions, or allegations otherwise sounding in tort while performing within the scope of this agreement, to include but not limited to the actions of any subcontractors or suppliers.**

**SUBCONTRACTING:**

The holder of the contract shall not sub-contract any part of the contract without prior written permission of the County of Passaic.

**PUBLIC DISCLOSURE REQUIREMENTS:**

The provisions of Chapter 33, Public Laws of 1977 (N.J.S.A. 52:25-24.2). (the notice of 10% ownership interest) are applicable to this contract. Bidders are required to familiarize themselves and comply with the requirements of the statutes. Failure to supply this information before or with your bid proposal shall be cause to reject the bid.

**COMPETITIVE CONTRACT AWARD:**

The original proposal must be submitted in its entirety, completed as detailed. A copy is to be retained by the bidder. Contract (s) of purchase shall be awarded by the Board of Chosen Freeholders, County of Passaic, after a review of the proposals. Interest and late fees will not be paid regardless of language provided by the bidder. The methodology for the awarding of competitive contracts shall be based on an evaluation and ranking which shall include technical, management and cost related criteria, and include a weighting of criteria, all developed in a way that is intended to meet the specific need of the County. Each component can be broken into subparts and a weight assigned accordingly. The weighting or scoring of methodology is only disseminated at the opening of the proposals. Proposals, which show any omission, irregularity, alteration of forms, additions not called for, conditions, or unconditionally unresponsive proposals, obviously unbalanced, shall be rejected. This proposal is irrevocable by the subscriber, or his, their or it's personal or legal representative- This proposal, if awarded there under, is made to the subscriber by the Board of Chosen Freeholders of the County of Passaic, and if accepted by the County of Passaic in writing after such award, shall bind the subscriber his, their, or its heirs, executors, administrators or successors.

Assignment to any third party of any monies due or to grow due the bidder or any contract based on this bid proposal is absolutely prohibited and will not be recognized by the County. Should any such assignment of monies be filed with the County of Passaic, the County reserves the right thereafter to refuse all bids from the bidder violating this provision.

The County of Passaic reserves the right to reject the bid proposal of any bidder who has previously been disqualified or whose contract has been terminated or who has otherwise failed to comply with the terms of any public contract, including contracts with the County of Passaic.

**DOMESTIC PRODUCTS:**

American goods and products are to be used where possible or wherever available, as per County of Passaic Resolution dated April 20,1983, "Buy American", pursuant to the provisions of N.J.S.A. 40A] 1-18.

**UNIT PRICES:**

Bidders submitting more than one (1) unit price per item and submitting more items than requested in the specification shall have their bid proposal rejected as conditional. All unit prices are to be net. No discounts, any trade or other discounts are to be included in one net unit price. If the quantity requested in the specifications is one, that price will be considered the unit price if additional quantities are purchased subsequent to the initial award. The prices are for the items delivered to the institutions and departments, an/or services rendered. The County of Passaic reserves the right to correct any arithmetical or typographical errors in the extensions of the unit price, and the corrected extensions will then be totaled. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail.

**QUALITY AND BRAND:**

All supplies bid upon are to be as per brand or brands submitted as "equal" or better. Bidders must submit BRAND as well as unit price and total on each item bid upon. In the event the bid is based upon "equal," complete specifications must be attached to the bid, and samples may be requested whenever applicable.

Damaged merchandise will not be acceptable. In case of failure to furnish any or A of the articles herein specified in accordance with said advertisement and this proposal and bid and the agreement affected thereby, the County of Passaic may purchase said articles elsewhere and deduct the cost from the account of the successful bidder.

**COUNTY RECYCLING PROGRAM:**

To emphasize and reinforce the social, economic and environmental importance of recycling and source reduction, the County of Passaic has instituted an official policy, which favors the purchase of recycled products and the environment for prudent product use.

It is an ongoing objective of the County of Passaic to continue research and development in the area of recycled product purchases and to evaluate purchasing practices and waste reduction guidelines on a continuing basis to remain current with new technology, products and techniques.

The County of Passaic has made a strong commitment to reduce waste whenever possible. All vendors servicing the County will be expected to decrease the amount of packaging materials used and to use recyclable or reusable packaging.

**DELIVERY:**

All articles shall be delivered to all Departments and Institutions specified with all charged prepaid, (F.O.B. Destination) in such quantities as ordered by the County of Passaic, which may be greater or lesser in amount than herein specified, and if no specific time for delivery is included by the County of Passaic when the order is given, then such goods must be delivered immediately. **No additional charges will be allowed for any transportation cost resulting from partial shipments made at the vendor's convenience.**

**GUARANTY/WARRANTY:**

The bidder hereby certifies that the equipment offered is standard new equipment, the latest model or regular stock product, with parts regularly used for the type of equipment offered, that such parts are in production and none likely to be discontinued. All new equipment is to be unconditionally guaranteed for a period of one year from the time of delivery unless specified otherwise. And that all warranties expressed or implied are passed through by the manufacturer of the equipment.

The bidder further warrants that these products are free from defects in material and workmanship and during the warranty period will repair any defect in material or workmanship.

**TERMINATION:**

In the event that the Contractor shall fail to comply with any of the conditions herein provided, and as covered by the Contract, the Purchasing Director shall notify the Contractor of such failure or default and demand that the same be remedied within five (5) days. In the event of the failure of the Contractor to remedy the same within said period, the Purchasing Director shall take steps to terminate the contract, and the performance bond shall be forfeited.

**QUANTITY:**

It is understood that the quantities listed are estimated quantities based upon both previous consumption and estimated consumption for the present contract, and they will control in the awarding of the contract. However, the County of Passaic reserves the right to decrease in any amount the quantities herein specified, because estimates are supplied by the institutions and departments, and lead time may make certain requests obsolete and unnecessary during the contract period. The County of Passaic reserves the right to increase up to twenty percent

(20%) the quantities herein specified. Furthermore, the actual orders may be greatly decreased in quantity for any and all items on the bid proposal form, and some items may not be ordered at all.

**PURCHASE ORDER:**

A Purchase Order must be issued by Passaic County prior to the commencement of any work or delivery of any product.

**LIQUIDATED DAMAGES:**

If any of the terms and conditions of the contract are violated or if there is a failure to perform the contract in accordance with its terms and conditions including but not limited to the delivery requirements, the County of Passaic shall be entitled to liquidated damages. If the vendor fails to deliver the equipment, supplies or services as specified in the bid proposal, the County of Passaic is entitled to \$150.00 per day as liquidated damages, and not as a penalty.

**TAXES:**

The County of Passaic is exempt from any State sales tax or Federal excise tax.

**ANTI-KICKBACK ACT:**

The bidder shall comply with the applicable regulation of the Secretary of Labor, United States Department of Labor, and pursuant to the so-called "Anti-kickback Act", of June 13, 1934 (48 Stat. 863: Title 18 U.S.C., Sec. 874, and Title 40 U.S.C, Section 276 c) and any amendment or modifications thereof, and shall cause appropriate provisions to be inserted in Sub-Contracts to insure compliance therewith by all sub-contractors.

By submission of this proposal, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and the successful bidder shall, at this own expense, defend any and all actions or suits charging such infringement, and will save the County harmless in any case of any such infringement.

No vendor shall influence, or attempt to influence or cause to be influenced any County officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

As November 1986, all New Jersey Governmental Agencies are mandated to comply with Public Employment Occupations Safety and Health Act legislation, which closely adheres to the Federal Occupational Safety and Health Act of 1970, requiring compliance with safety standards thereof. As of this date, all equipment owned and operated by the County of Passaic shall meet the established standards with the County of Passaic for a period of five (5) years for filing false information or for failing to file information required under this Act. The County of Passaic may, at its discretion, require correction and remediation of violations of the standards listed in section 3.b prior to renewing commerce with the contractor. The County of Passaic may require further proof of compliance with the Standards listed in Section 3.H upon request, the contractor or subcontractor will make all relevant records available to the County of Passaic or its designee.

**P.L. 2012, c.25**

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. The Disclosure of Investment Activities in Iran certificate (**Exhibit V**) must be completed and signed.

# **Consulting Services to Perform an Assessment of Fair Housing for the Passaic County CDBG Consortium**

## **Consultant Scope of Services**

### **I. Prepare the Regional Assessment of Fair Housing Analysis (AFH) for the County of Passaic and the Program Participants**

**Due to USHUD: December 1, 2018**

#### **OVERVIEW**

The US Department of Housing and Urban Development (USHUD) has mandated that all entities receiving USHUD funding are subject to the affirmatively furthering fair housing requirements found at 24 CFR §5.150 through §5.180 and USHUD encourages program participants to collaborate between local governments and Public Housing Authorities/Agencies (PHAs) in the development of the AFH. The AFH document replaces the Analysis of Impediments to Fair Housing Choice.

The County of Passaic plans to enter into Collaboration Agreements with the following communities: City of Clifton, City of Passaic, City of Paterson, City of Clifton Housing Authority, Passaic County Housing Agency, City of Passaic Housing Authority, and City of Paterson Housing Authority to develop the AFH which will be due to USHUD on December 1, 2018. The County of Passaic will serve as the lead entity and engage one consultant to develop the Assessment of Fair Housing document for the County and the participating communities and PHAs as detailed in the USHUD regulations 24 CFR §§ 5.152 and 5.156.

The consultant will work with the County of Passaic Director of Economic Development; Directors of Community Development/CDBG Programs for each participating municipality; and the Executive Directors of each participating PHA or their designees in the identification, development, scheduling and reporting of activities designed to address the key features in the AFH ruling. The consultant will complete the AFH in its entirety, including the submission of the report using the Assessment of Fair Housing Tool. The AFH analysis is due to HUD no less than nine (9) months prior to the start of the Consolidated Plan and FY 2018 Annual Action Plan cycle (December 1, 2018).

The new process—which replaces the previously required Analysis of Impediments to Fair Housing Choice (AI)—requires each program participant to implement the following:

- Analyze data and other information and engage the community in fair housing planning;
- Conduct and submit to HUD an AFH analysis that identifies, at a minimum, certain types of fair housing issues in the jurisdiction and region.
- The consultant will assess the following fair housing issues:
  - Integration and segregation patterns and trends based on race, color, religion, sex, familial status, national origin, and disability in the jurisdiction and region;



- Racially or ethnically concentrated areas of poverty (R/ECAPs) in the jurisdiction and region;
  - Significant disparities in access to opportunity for any protected class in the jurisdiction and region; and
  - Disproportionate housing needs for any protected class within the jurisdiction and region
- Identify and prioritize significant contributing factors for each fair housing issue identified;
  - Identify significant contributing factors for segregation, R/ECAPs, disparities in access to opportunity, and disproportionate housing needs, including the significant contributing factors that are related to publicly supported housing, disability and access issues, and fair housing enforcement, outreach capacity, and resources.
  - Prioritize the contributing factors identified for each fair housing issue and provide a justification for the prioritization. In prioritizing such factors, program participants shall give highest priority to those factors that limit or deny fair housing choice or access to opportunity, or negatively impact fair housing or civil rights compliance.
  - Identify the fair housing goals that each program participant will use to overcome the effects of the prioritized contributing factors and related fair housing issues, including a description of how the goals relate to overcoming the contributing factor(s) and related fair housing issue(s). Each goal also will include an identification of the metrics and milestones for determining what fair housing results will be achieved and the timeframes for achieving them. **As a regional AFH analyses, the AFH will also specify which program participants are responsible for each goal.**
  - Meet all USHUD requirements necessary to develop a regional AFH.

## II. Activities to be Implemented by the consultant

The Consultant must detail the specific tasks that will be accomplished:

- Develop and implement a Community Engagement Plan (logistics and planning for public meetings, stakeholder interviews, online survey, need for translation),
- Collect documents needed to prepare AFH, and approval for AFH Assessment Tool User Interface access
- Provide a schedule for Community Engagement Plans to be completed
- Coordinate activities with each Program Participant (entitlement/PHA) to invite unique stakeholders to interview; advertise for first public meeting, online survey outreach, etc.
- Provide draft interim report and review comments by Program Participants
- Incorporate comments by Program Participants and assist in placing document on display for a 30 public comment period
- Assist in Advertisement for second public meeting
- Electronically upload document for submission to USHUD

**THE RESPONSE TO THIS RFP BY THE CONSULTANT MUST INCLUDE:**

**I. Method of Providing the Requested Services**

1. Provide a Scope of Services that reflects the County's anticipated work program for the Regional Consortium Community Development Block Grant Program AFH report.
2. Proposals must be submitted in Arial, 12 point font.
3. **Provide Milestone chart with dates for accomplishment of all tasks**

**II. Qualifications and Experience of Technical Staff**

1. Demonstrate the experience of the responding company or individuals in conducting the nature and scope required by this Request for Proposals. Identify the communities for which you have completed USHUD AFH reports. Highlight experience with Affirmatively Furthering Fair Housing analyses, Indicate national planning certifications and the number of years of experience in working with USHUD CDBG rules and regulations.
2. All responding companies or individuals are to provide the names, addresses and phone numbers of three references for community development clients who have engaged your company to develop AFH analyses.
3. Identify the project coordinator and other key personnel to be assigned to render the services required and submit resumes of their backgrounds.
4. Set forth the estimated level of effort in terms of time commitment to be provided by the identified key personnel who will be providing services under the Scope of Service required section of this RFP.

**III. Provide information on the company**

1. Qualifications and Experience of Technical Staff
2. Method of Providing Requested Services
3. Stability of Responding Company
4. Clarify if the company is a Small, Minority, Women or Section 3 Company

**IV. Small, Minority, and Women Enterprise Participation and Participation by Section 3 Firms**

If the responding company or individual qualifies under any of the four categories below, the responding company or individual shall set forth the basis so that the County can determine which category(ies) is (are) applicable to the responding company or individual.

1. Small business
2. Minority owned business
3. Women owned business
4. Section 3 business

**V. Compensation**

Provide a fixed fee for service per Program Participant, collaborating in the development of the regional AFH: County of Passaic, City of Clifton, City of Passaic, City of Paterson, Passaic County Housing Agency, Clifton Housing Authority, City of Passaic Housing Authority and City of Paterson Housing Authority. The County will negotiate a fixed fee for all services. The responding company or individual must signify a willingness to negotiate a lump sum contract for any services the County chooses to assign the successful responding company or individual. Indicate the range of fees for items listed in the Scope of Services over the work period.

**Clearly list compensation by each Program Participant (entitlement entity and Public Housing Authority/Agency).**

**VI. Contract Period: September 1, 2017 to August 31, 2019** Extended contract period permits consultant to respond to comments by USHUD and make any necessary changes to the AFH document.

**VII. DUNS Number**

1. Please provide your **DUNS #** \_\_\_\_\_

**TECHNICAL SPECIFICATIONS AND PRICING TABLE**  
**CRITERIA FOR RATING BY REFERENCES**  
(To be used by the Selection Committee)

The review of proposals will take place under the competitive contracting method as required by New Jersey's Local Public Contracts Law. Immediately following the submission deadline, proposals will be opened and reviewed by a specially convened review committee. The Committee will rank proposals and the highest ranked proposal will be recommended for award of contract by the Board of Chosen Freeholders. The criteria on which reviewers will rank proposals include the following categories: (1) Technical; (2) Management; and (3) Cost.

**Criteria for Vendor Selection:**

**Management**

**I. Qualifications and Experience of Technical Staff**

1. Demonstrated experience of the responding company or individual in HUD entitlement communities and success with consolidated planning programs
2. Demonstrated ability of specifically named key personnel to carry out proposed assignments
3. The adequacy of the proposed level of effort in terms of time commitment of key personnel

**II. Stability of Staff and Management**

1. Demonstrate the stability and continuity of both staff and management of the responding company or individual.

**III. Small, Minority, and Women Enterprise Participation and Participation by Section 3 Firms**

Any responding company or individual who meets any one of the following factors shall receive one percentage point for each:

1. Small business
2. Minority owned business
3. Women owned business
4. Section 3 business

## **Technical**

### **I. Method of Providing the Requested Services**

Adequacy of the Scope of Services in accordance with USHUD regulations and guidance materials and Milestone Chart to implement the CDBG AFH study.

## **Cost**

### **I. Compensation**

A set of qualifications will be considered non-responsive if the responding company or individual fails to signify a willingness to negotiate a lump sum contract(s). Indicate the range of fees over the two-year work period. Clearly list compensation by each Program Participant (entitlement entity and Public Housing Authority/Agency).

### **Qualification Scoring Key**

Each of the three categories will be ranked utilizing the following chart:

<b>PERCENT OF POINTS AWARDED</b>	<b>EVALUATION</b>
0%	No response
50%	Marginal
70%	Acceptable
80%	Occasionally exceeds acceptable
90%	Consistently exceeds acceptable
100%	Outstanding in all respects

**WILLING TO PROVIDE THE GOODS OR SERVICES HEREIN BID UPON TO REGISTERED MEMBERS IN PASSAIC COUNTY COOPERATIVE PRICING SYSTEM # 38-PCCP**

\_\_\_\_\_ Check here if willing to provide the goods or services herein bid upon to Registered Members in System Passaic County Cooperative Pricing #38-PCCP who have submitted estimates without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders will be placed directly by the registered members identified herein by separate contract, subject to the overall terms of the Master Contract to be awarded by the County of Passaic, that no additional service or delivery charges will be allowed, except as permitted by these specifications.

**EXHIBIT I**

**SIGNATURE REQUIRED ON PAGE 2**

**STOCKHOLDER OR PARTNERSHIP DISCLOSURE CERTIFICATION**

N.J.S.A. 52:25-24.2 (P.L. 1977 c33, as amended by P.L 2016 c43)

Vendors must comply with Chapter 33, Public Laws of 1977 (N.J.S.A. 52:25-24.2), requiring bidders for County contracts to submit a list of names and addresses of all stockholders owning ten percent (10%) or more of their stock of any class, or in the case of a partnership, the names and addresses of those partners owning ten percent (10%), or greater interest therein.

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. **If one or more such stockholder, partner or owner is itself a corporation or partnership, the stockholder holding 10% or more of that corporation’s stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.**

**FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE REQUIRED INFORMATION IS CAUSE FOR AUTOMATIC REJECTION. N.J.S.A. 40A: 11-23.2**

**CHECK ONE:**

I certify that the list below contains the name and addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. However, if a parent entity holding 10% or more is a publicly traded entity, then the respondent in complying with N.J.S.A. 52:25-24.2 may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last the last annual filling with the Security Exchange Commission (SEC), or foreign equivalent.

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

LEGAL BUSINESS NAME OF BIDDER: \_\_\_\_\_

**Check which business entity applies:**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Partnership                   | <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership           | <input type="checkbox"/> Subchapter S Corporation      | <input type="checkbox"/> Other _____         |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Limited Liability Corporation |  |

**Complete if the bidder/respondent is one of the 3 types of Corporation:**

Date Incorporated: \_\_\_\_\_ Where Incorporated: \_\_\_\_\_

EXHIBIT I - CONTINUED (Page 2)

BUSINESS ADDRESS:

Street Address	City	State	Zip
Telephone #		Fax#	

Listed below are the names and addresses of all stockholders, partners or individuals who own ten (10%) percent of more of its stock of any class, or who own ten (10%) percent or greater interest therein. If one or more such stockholder, partner or owner is itself a corporation or partnership, the stockholder holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**Publicly Traded Parent Company Disclosure:**

Submit the Website (URL) providing the last annual SEC, or foreign equivalent filing:

Please list the applicable page number(s) of the SEC or foreign equivalent filing:

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

Printed Name & Title \_\_\_\_\_

CONTINUE ON ADDITIONAL SHEET IF NECESSARY:  YES  NO



**EXHIBIT II**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY:

COUNTY OF PASSAIC:

I, \_\_\_\_\_ of the City of \_\_\_\_\_ In the County of \_\_\_\_\_

and the State of \_\_\_\_\_ of full age, being duly sworn according to the law on my oath,

depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_

(Title or Position)

Bidder making the proposal for the above-named contract, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into an agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named contract, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Passaic relied upon the truth of the statements contained in said proposal and in this affidavit in awarding the Contract for the said proposal.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fees, except bonafide employees or bonafide established commercial or selling agencies maintained

\_\_\_\_\_.

(Name of Vendor)

**Authorized Signature:** \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Subscribes and Sworn to before me this

\_\_\_\_\_ Day of \_\_\_\_\_

\_\_\_\_\_  
(Signature of Notary Public)

Notary Public of \_\_\_\_\_

\_\_\_\_\_

My Commission Expires \_\_\_\_\_ 20 \_\_\_\_

**EXHIBIT III**

**BID BOND**

Ten Percent of amount of bid \$ \_\_\_\_\_ not to exceed Twenty Thousand and no/100 Dollars (10% NTE \$20,000.00).

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_, as Surety, is hereby held and firmly bound unto the County of Passaic, as Owner, in the Penal Sum of \_\_\_\_\_ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

The condition of the above obligation is such that whereas the Principal has submitted to a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the

\_\_\_\_\_

NOW THEREFORE,

- A) If said bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created in the acceptance of said bid.

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value receive, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of time within which the Owner may accept such bid; and Surety does hereby waive notice of such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of -them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

By \_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Attorney-in-Fact

**EXHIBIT IV**

**CONSENT OF SURETY**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the

\_\_\_\_\_ Incorporated, organized and existing under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of New Jersey, certifies and agrees, that if contract for: \_\_\_\_\_ is awarded to:

\_\_\_\_\_ the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Attorney - in-Fact

**EXHIBIT V**

**COUNTY OF PASSAIC DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN  
SIGNATURE REQUIRED ON BOTTOM OF THIS PAGE**

Solicitation Number: \_\_\_\_\_

Bidder/Offeror: \_\_\_\_\_

Pursuant to Public law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity’s parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject 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 person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:**

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipe lines used to transport oil or liquefied natural gas, for the energy sector of Iran,

AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

---

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.** You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 Passaic County is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County 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 Passaic County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## **EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES:**

The Contractor and the County of Passaic do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit or service on behalf of the County pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect and save harmless the County, its agents, servants, and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County grievance procedure, the Contractor agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance Procedure, the Contractor shall satisfy and discharge the same at its own expense.

The County shall, as soon as practicable after a claim has been made, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the County pursuant to this paragraph.

It is further agreed and understood that the County assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement nor shall they be construed to relieve the contractor from any liability, nor preclude the County from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**EXHIBIT VI**

**LAST PAGE SIGNATURE**

This form must be completed and signed regardless of bid guarantee requirements. By completing and signing this form you are confirming that you have carefully examined the advertisements, addenda and specifications for the furnishing and delivery of the enclosed named item(s) and that he will contract to furnish said items as specified in the schedule of prices. Accompanying this proposal, **if required** in the Bid Document Checklist, is a Certified Check or Cashier's Check payable to the County of Passaic Treasurer, in the sum of \$\_\_\_\_\_, which the undersigned agrees is to be forfeited, if the contract is awarded to the undersigned, and the undersigned shall fail to execute the Contract for the items or furnish the bond required within the stated time: otherwise the check will be returned to the undersigned.

The undersigned is: \_\_\_\_\_ (an individual), \_\_\_\_\_ (a partnership), a corporation \_\_\_\_\_ under the laws of the State of \_\_\_\_\_, having principal offices at \_\_\_\_\_.

IN THE EVENT THE BID OF THE UNDERSIGNED IS ACCEPTED, FOLLOWING ARE THE NAMES AND TITLES OF EITHER THE PRESIDENT OR VICE-PRESIDENT AND THE SECRETARY OF THE CORPORATION WHO WILL EXECUTE THE CONTRACT AND PERFORMANCE BOND ON BEHALF OF THE CORPORATION.

IF THE CONTRACT AND PERFORMANCE BOND ARE TO BE EXECUTED BY OFFICERS OTHER THAN THE PRESIDENT OR VICE-PRESIDENT AND THE SECRETARY OF THE CORPORATION, INDICATE THE NAMES AND TITLES OF SUCH OTHER OFFICERS. IN THIS EVENT, A CERTIFIED COPY OF A RESOLUTION ADOPTED BY THE CORPORATION AUTHORIZING SUCH OTHER OFFICERS TO EXECUTE MUST ACCOMPANY THE PROPOSAL.

1.

\_\_\_\_\_

NAME	TITLE
------	-------

2.

\_\_\_\_\_

NAME	TITLE
------	-------

After the award is made, a contract will be drawn. All rights and liabilities of the contracting parties are contained in this contract agreement. When executed, this agreement incorporates the terms and conditions of all prior documents, including the request for quotation, the specifications and the bid.

The undersigned hereby declares that he has carefully examined the advertisements, addenda and specifications for the furnishing and delivery of the enclosed named item(s) and that he will contract to furnish said items as specified in the schedule of prices.

**Authorized Signature:** \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: All respondents, including Non-Profits must complete, sign and submit this page.

VENDORS: PLEASE WRITE YOUR FEDERAL ID NUMBER HERE: \_\_\_\_\_

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

#### **GOODS PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

## **EXHIBIT A (Cont)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken with-out regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

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



## **EXHIBIT B**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A 10:5-31 et seq., N.J.A.C. 17:27**

#### **CONSTRUCTION CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, 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's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.**, as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by **N.J.A.C. 17:27-7.3**; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards pre-scribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with **N.J.A.C. 17:27-7.3**.

## **EXHIBIT B** (Cont)

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A). If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regard-less of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures pre-scribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal. .

(B). If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(1). To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2). To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3). Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4). To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5). If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing **N.J.S.A. 10:5-31 et. seq.**;

## **EXHIBIT B** (Cont)

(6). To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii). If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii). If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7). To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C). The contractor or subcontractor agrees that nothing contained in (13) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that,

## **EXHIBIT B (Cont)**


in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women .

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

State of New Jersey Business Registration Certificate  
Sample

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: <b>TAX REGISTRATION TEST ACCOUNT</b>	TRADE NAME: <b>CLIENT REGISTRATION</b>	
TAXPAYER IDENTIFICATION#: <b>970-097-382/500</b>	SEQUENCE NUMBER: <b>0107330</b>	
ADDRESS: <b>847 ROEBLING AVE TRENTON NJ 08611</b>	ISSUANCE DATE: <b>07/14/04</b>	
EFFECTIVE DATE: <b>01/01/01</b>		
FORM-BRC(08-01)	Acting 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:**  
**20041014112823533**