

**SOLICITATION OF REQUEST FOR PROPOSALS
FOR
GRANT CONSULTING SERVICES – CDBG/HOME/ESG**

The City of Elizabeth is seeking the services for Grant Consulting Services – CDBG/HOME/ESG. Attached is the Request for Proposal package.

If you are interested in providing these services, please submit a proposal to this office.

Proposals are due by **4:00 PM, THURSDAY, AUGUST 30, 2018**

All professional services contractors are required to comply with the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contracts).

The City of Elizabeth reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that in their judgment will be in the best interest of the City of Elizabeth. The City Council of the City of Elizabeth shall award the contract or reject all submissions no later than 60 days from receipt of same.

**Victoria Rivera
50 Winfield Scott Plaza – Room 109
Elizabeth, NJ 07201
908-352-8450**

**REQUEST FOR PROPOSALS FOR PROFESSIONAL GRANT CONSULTING
SERVICES COMMUNITY DEVELOPMENT BLOCK GRANT / HOME
PROGRAMS / ESG**

PROPOSALS ARE DUE ON OR BEFORE:

THURSDAY, AUGUST 30, 2018

BY: 4:00 pm

Send Responses to:

Victoria Rivera
50 Winfield Scott Plaza – Room 109
Elizabeth, NJ 07201
908-352-8450

**REQUEST FOR PROPOSAL FOR PROFESSIONAL GRANT CONSULTING SERVICES COMMUNITY
DEVELOPMENT BLOCK GRANT/HOME PROGRAMS**

CONTRACT TERM: OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

1.0 PURPOSE

The City of Elizabeth is seeking proposals from qualified consultants for the provision of technical assistance in the following aspects of the Community Development Block Grant Program and HOME Program (“Programs”):

1.1 Preparation of Annual Update to 5-Year Consolidated Plan for the City of Elizabeth CDBG/HOME/ESG.

1.2 Preparation of Consolidated Annual Performance Report

1.3 Preparation of the Environmental Review Record

1.4 General Administration

2.0 TIME OF PERFORMANCE

All services of the consultant shall be completed in accordance with timing requirements of the program and the directives of HUD. The period of the contract shall run concurrently with the City’s Program Year (July 1 to June 30).

3.0 PROPOSAL REQUIREMENTS

3.1 The consultant shall provide to the City the name or names of employees that will be assigned to service the City of Elizabeth’s account. Said employee(s) must have a minimum of five (5) years’ experience in the Community Development Block Grant / HOME Programs / ESG and related State and Federal community and economic development programs. Examples of work completed by the assigned employee(s) must be listed as part of the proposal. A list of clients that said employee(s) service must be submitted with name and address of said clients furnished so that they may be contacted for verification of the employee’s credentials and ability to perform.

The consultant shall also provide to the City a list of communities and grants in which they have been successful for housing and urban development, environmental preservation and planning assistance, with particular emphasis on New Jersey communities.

3.2 Description of any other factors the proposing party believes is relevant to its ability to provide the City of Elizabeth with superior service.

3.3 Proof of Professional Liability Insurance maintained.

4.0 DATA TO BE FURNISHED TO CONSULTANT

The City shall provide the Consultant with information and documentation which the Consultant may require to render properly the services provided for in this Agreement. Such information or documentation may include planning, economic or engineering studies, reports or analyses; codes and ordinances; environmental assessments; property appraisals; capital improvement and other development plans and programs; data on housing conditions; and current community development activities, maps, correspondence, and other pertinent materials.

5.0 SCOPE OF WORK

The consultant shall, as authorizes, undertake the necessary analyses, applications, and related activities to accomplish the following tasks.

5.1 ANNUAL ACTION PLAN

Consultant shall prepare the Annual Action Plan consisting of the following information, to be submitted using **the required IDIS system and eCon Planning Suite data and submission formats** in accordance with instructions prescribed by HUD. Consultant to hold an appropriate number of community meetings/public hearings, as determined in consultation with City CD staff.

The annual planning process will result in an Annual Action Plan that addresses the following IDIS/eCon Planning Suite components:

- A. Expected Resources – a description of how state, local, and private funding will be leveraged with CDBG, HOME, and ESG funds, including how match requirements will be met, during the program year.
- B. Annual Goals and Objectives – enumeration of the specific outcomes expected during the program year.
- C. Projects – a listing of the annual projects and reasons for allocation priorities.
- D. Geographic Distribution – a description of the basis for allocating investments geographically within the City.
- E. Affordable Housing – a description of the types and amounts of affordable housing activities to be undertaken during the program year.
- F. Public Housing – discussion of the actions planned during the program year to address public housing needs and to encourage public housing residents to become more involved in management and participate in homeownership.
- G. Homeless and Other Special Needs Activities – a discussion of one-year goals for reducing and ending homelessness.
- H. Barriers to Affordable Housing – a description of the activities planned to remove or ameliorate negative effects of public policy that are barriers to affordable housing.
- I. Other Actions – Actions planned to address the overall mission of the Community Development Program, including addressing obstacles to meeting undeserved needs, fostering and maintaining affordable housing, reducing lead-paint hazards, developing institutional structure, and reducing the number of poverty level families.
- J. Program Specific Requirements – Assurances of compliance with requirements that are specific to the CDBG, HOME, and ESG programs.

5.2 ENVIRONMENTAL REVIEW RECORD

The Consultant shall prepare an Environmental Review Record for the community acceptable for HUD approval and release of Community Development Program funds. The Environmental Review Record will include as applicable:

- A. A description of the project to which it relates
- B. A Documentation showing each step in the Environmental Review process as follows:
 - 1. Determination of existing conditions;
 - 2. Identification of environmental impacts;
 - 3. Examination of identified impacts;
 - 4. Consideration of project modification;
 - 5. Consideration of alternative projects.

- C. Documentation that the findings have been made and are supported by the Environmental Review Record
- D. Documentation that the requires steps in the Environmental Review process have been followed.
- E. Description of existing environmental conditions
- F. A copy of publication of Notice to Request Release of Funds
- G. A copy of the Request for Release of Funds
- H. The Consultant may meet with the Community's Certify Officer to review the Environmental Review Record prior to the Certifying Officer executing the Environmental Certification.

5.3 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

Consultant will assist in the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER) for the community using the required IDIS system and eCon Planning Suite data and submission formats acceptable for HUD approval including the following:

- A. General
 - 1. Executive Summary
 - 2. General Questions
 - 3. Managing the Process
 - 4. Citizen Participation
 - 5. Institutional Structure
 - 6. Monitoring
 - 7. Lead-based Paint
- B. Housing
 - 1. Housing Needs
 - 2. Specific Housing Objectives
 - 3. Public Housing Strategy
 - 4. Barriers to Affordable Housing
 - 5. HOME
- C. Homeless
 - 1. Homeless Needs
 - 2. Special Prevention Elements
- D. Non-Homeless Special Needs Housing
 - 1. Non-Homeless Special Needs
- E. Community Development
 - 1. Community Development
 - 2. Antipoverty Strategy

5.4 GENERAL ADMINISTRATION – CONSULTANT SERVICES

- A. Consultant agrees to provide general assistance and recommendations to the City and its administrative agents in matters relating to: the administration and execution of its Community Development Block Grant, as well as other CDBG-related programs, including the Housing Rehabilitation Program, the Public Facilities Program staff training, internal project file monitoring, and implementation services and project activity support.

5.5 STAFF TRAINING SERVICES AS REQUESTED THROUGHOUT CONTRACT PERIOD

- A. Monitoring Training
- B. Public Facilities Training
- C. Underwriting Training
- D. TBRA Training
- E. Rental Housing Training
- F. IDIS Training

5.6 DETAILED COSTS

Schedule of Rates

The consultant shall include with their proposal an itemized cost statement for the provision of technical assistance. This statement should list hourly rates for performance of work by any principal of the firm, professional associates, technicians, clerical personnel, and any other necessary staff members. The statement should also include itemized costs for supplies, expenses, services, and other staff costs necessary for completion of the specified work. A lump sum cost for the preparation of the AFH, annual action plan, and CAPER should also be included.

Method of Payment

The County through the Department will make payments monthly upon submission of itemized invoices and subsequent acceptance and approval.

6.0 BASIS FOR AWARD OF AGREEMENT FOR PROFESSIONAL SERVICES

The City shall award all professional service contracts or agreements based on qualification, merit, and cost competitiveness. Selection criteria will include:

- A. Qualifications of the individual or firms who will perform the service or activity.
- B. Experience and references.
- C. Ability to perform the service or activity in a timely fashion, including staffing and the staff's familiarity of the service or activity.
- D. Cost Competitiveness.

All awards are subject to the availability of funds.

7.0 PROCEDURE FOR EVALUATION OF RFPs

The City's Community Development Director, with the assistance of the City's Business Administrator, will evaluate each submission and selection will be made upon the basis of the criteria listed below:

- A. All proposal shall be evaluated for: 1) compliance with the minimum requirements stated in the RFP and 2) the relative benefits and deficiencies of the proposal as compared to other proposals.
- B. After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by the City, to clarify or verify the proposal and to develop a comprehensive assessment of the proposal.
- C. The City reserves the right to consider historic information and fact, whether gained from the proposal, question-and-answer conferences, references, or any other source, in the evaluation process.

8.0 PROPOSAL SUBMISSION INFORMATION

Submission Date and Time:

THURSDAY, AUGUST 30, 2018

Submission Office:

City of Elizabeth EHIP
c/o Victoria Rivera
50 Winfield Scott Plaza – Room 109
Elizabeth, NJ 07201

Respondents shall clearly mark their submittal package with the title of this RFP and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be marked to distinguish it from the copies.

Respondents are required to submit their expressions of interest, qualifications, and experience. One (1) Original and three (3) copies of the Proposal, INCLUSIVE OF ALL information must be provided to the City's Purchasing Agent. Proposals must be received **by 4:00 PM, Thursday, August 30, 2018**. Any proposals received after said opening whether by mail or otherwise, will be returned unopened. It is recommended that each proposal package be hand delivered. The City assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the proposal to be received after the above-references due date and time. Submission by fax, e-mail, or telephone is NOT PERMITTED. Delivery of a proposal to any other City of Elizabeth Department or office is not acceptable and may result in your bid arriving late in the Purchasing Department. It is the bidder's responsibility to make sure the proposal is delivered to the proper office as listed above.

The City of Elizabeth reserves the right to reject any proposal that misses the specified deadline.

Only those RFP responses received prior to or on the submission date & time will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

A **cover letter** must designate a contact person for receipt of all communications to and from the City of Elizabeth Business Administrator with respect to this RFP. The letter must also designate the individual(s) who will be the Proposer's project manager, and who shall be available to respond in a timely fashion to inquiries submitted by the Business Administrator.

Proposal Opening:

There will not be a public opening for the Request for Proposal. Submission received, by the date and time of closing, will be opened administratively by respective members of the City at a time subsequent to the closing.

BASIS OF AWARD EVALUATION CRITERIA

Professional Services

Community Development Block Grant (CDBG) Consultant

Term: Not to Exceed One Year Commencing from the Contract Date

The following is the criteria for evaluation of the proposal. Points shall be awarded based on the information contained in the proposal for each category as listed below on a scale of 1-10, with 10 meeting all required criteria and 1 not meeting the required criteria. The highest total score shall be the basis for the contract award.

EVALUATION CRITERIA	SCORE/POINTS
TECHNICAL CRITERIA	
Vendor's proposal/response demonstrates a clear understanding of the scope of work and related objectives	
Vendor's proposal/response is complete and responsive to the technical RFP/RFQ requirements	
Vendor evidences successful past performance of like projects	
MANAGEMENT CRITERIA	
History and experience in performing similar work	
Availability of personnel, facilities, equipment, etc.	
Qualification and experience of support personnel	
Comprehensive work plan and schedule, if applicable	
Significant experience in Consulting Services in connection with Community Development Block Grant (CDBG) Program	
Proof of licensure	
COST CRITERIA	
Cost of goods/services to be provided	
Quality and quantity of vendor's services to previous clientele	
Vendor's financial ability to meet obligations	
POINT TOTALS	

GENERAL TERMS AND CONDITIONS

Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the City's representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements, or clarifications are without legal effect.

Cost Liability and Additional Costs

The City assumes no responsibility and liability for costs incurred by the respondents prior to the issuance of an agreement. The liability of the City shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the City, are not to be billed and will not be paid.

Statutory and Other Requirements

Compliance with Laws

Any contract entered into between the contractor and the City must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services thereunder. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

Mandatory Affirmative Action Compliance

No form may be issues a contract unless it complies with the Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 as identified in the documents attached hereto. The form enclosed herein shall be properly executed.

Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read Americans with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the City harmless.

Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any good, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. Respondents shall complete and submit the form of statement included herein.

Non-Collusion Affidavit

The Non-Collusion Affidavit, which is included herein, shall be properly executed and submitted with the RFP response.

N.J. Business Registration Certificate

Pursuant to C57, PL2004, all New Jersey and out of state business organizations must obtain a Business Registration Certificate from the New Jersey Department of the Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Respondents shall be required to submit proof of their valid Business Registration prior to contract award. Questions regarding Business Registration may be directed to the Division of Revenue at (609) 292-1730. Go to this internet address for more information: www.nj.gov/treasury/revenue/proofreg.shtml

Insurance and Indemnification

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the City in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the City from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties, and loss incurred for or by reason of the violation of any City regulation, ordinance, or the laws of the State, or the United States while said work is in progress.

The contractor shall purchase and maintain, during the entire period of this contract, professional liability insurance which shall protect the contractor and the City from any and all claims that may arise out of or result from the contractor's performance of this contract. A Certificate of Insurance in the amount of one million (\$1,000,000.00) dollars per occurrence/three million (\$3,000,000.00) annual aggregate shall be provided to the City prior to contract award.

Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names, shall not be considered.

Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the City may then, at its option, accept the proposal of another respondent.

Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor violates any requirements of the contract, the City shall thereupon have the right to terminate the contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the City of any obligation for the balances to the contractor of any sum or sums set forth in the contract.

The contractor agrees to indemnify and hold the City harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the City under this provision. In case of default by the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost obtained thereby.

Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Director of Purchasing no less than three (3) business days prior to the opening of the RFPs. Challenges filed after that time shall be considered void and having no impact on the City of the award of the contract.

Payment

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Document.

The City may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the contractor not complying with the terms of the contract.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

Contractors shall be required to sign a City voucher for payment.

Ownership of Manual

The City shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the City to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the City at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the City, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials, and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City. All data, reports, computerized information, programs, and materials related to this project shall be delivered to and become the property of the City upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the City. All information supplies to the City may be required to be supplied on CD-ROM media compatible with the City's computer operating system, MS Windows based, Lotus Suite.

Annual Disclosure Statement on Political Contributions

The contractor is hereby advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, s.3) if the contractor receives contracts in excess of \$50,000.00 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

Proposal Forms

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted.

- Proposal checklist
- Non-Collusion Affidavit
- Stockholder Disclosure
- Affirmative Action Statement
- Acknowledgment of Receipt of Addenda, if any.

Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The City will either award the Contract within the applicable time period or reject all proposals. The City may extend the decision to award or reject all proposal beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the City, be held for consideration for such longer period as may be agreed.

Rejection of Proposals

The City reserves the right to reject any proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the City that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The City reserves the right to waive any minor informality in the RFP.

Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors.

Evaluation Criteria

The criteria considered in the evaluation of this proposal shall be as follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent or respondents.

Understanding of the Requested Work

The proposal will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

Knowledge and Technical Competence

This includes the ability of the respondent to perform all of the tasks and adequately fulfill the requirements specified herein.

Management, Experience, and Personal Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar services.

The respondent will be evaluated on knowledge, experience, prior collaboration, and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal.

Ability to Complete the Services in a Timely Manner

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.

Cost to Provide Services

Respondents shall specify all costs associated with performing the requirements of this contract whether such costs are in the form of a per hour fee, an all-inclusive total project fee not to exceed a specific amount, a per-component fee, a per hour per component fee, and/or a schedule of fees, including an hourly rate schedule the City shall be charged when services are provided by other members of your staff.

Respondents shall also specify any reimbursable expenses, including but not limited to, mileage, tolls, reproduction of documents, etc., that they may charge the City while performing the requirements of this contract.

Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body at which time the respondent shall be required to execute an Elizabeth City contract.

**THE FOLLOWING
DOCUMENTS TO BE
SUBMITTED WITH YOUR
PROPOSAL**

Proposal Checklist

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

Administrative Conditions and Requirements _____

Scope of Work _____

Qualification Statement _____

Cost Proposal References _____

Evaluation Criteria _____

Acknowledgement of Receipt of Addenda _____

Non-Collusion Affidavit _____

Stockholder Disclosure Information _____

Action Statement _____

Affirmative Action Mandatory Language _____

Registration Certificate _____

Certificate(s) of Insurance _____

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH
YOUR PROPOSAL**

CITY OF ELIZABETH

COMMUNITY DEVELOPMENT BLOCK GRANT/HOME/ESG PROGRAMS

Proposal Summary

- 1) Cost breakdown for individual services as outlines in the Request for Proposals
 - a) Preparation of Annual Action Plan update to 5-Year Consolidated Plan \$ _____
 - b) Preparation of Consolidated Annual Performance Report \$ _____
 - c) Preparation of Environmental Review Record \$ _____

- 2) Hourly rates for General Administration / Training

Company Name: _____

AFFIRMATIVE ACTION REQUIREMENTS
PROCUREMENT AND SERVICE CONTRACTS

"Bidders are required to comply with the requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27)."

Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a procurement contractor must present one of the following to the City of _____:

- An existing Federally approved or sanctioned affirmative action program.
- A State of New Jersey Certificate of Employee Information Report Approval.
- If the successful Contractor cannot present "a" or "b", he/she will be required to submit a completed Employee Information Report (Form AA302). This form will be made available to the successful contractor by the City of _____.

1. Do you have a federally approved or sanctioned Affirmative Action Program?

Yes _____ No _____

(a) If yes, please submit a photo static copy of such approval.

2. Do you have a State Certificate of Employee Information Report Approval?

Yes _____ No _____

(a) If yes, please submit a photo static copy of such certificate.

NOTE: A CONTRACTOR'S BID MUST BE REJECTED AS

***NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH THE
AFFIRMATIVE ACTION REQUIREMENTS.***

CITY OF ELIZABETH

NON-COLLUSION CERTIFICATE

The undersigned bidder hereby specifically certifies that, to the best of his knowledge and belief, the annexed bid proposal for the above named project has not been prepared in collusion with any other bidder or like item or service and that the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of said bidder so any such person other than the recipient of such bid and will not be communicated to any such person prior to the official opening of said bid.

Bidder fully understands that no premiums, rebates or gratuities are permitted either with, prior to, or after signing of contract. Any such violation will result in cancellation and the removal from the bid list.

Undersigned bidder further certifies that he has the necessary authority to sign this stipulation stating he has not entered into any agreement or otherwise taken any action in restraint of free competitive bidding in connection with above named project.

This certification may be treated for all purposes as a sworn statement made under oath as equivalent affirmative and subject to the provisions of N.J.S.A. 2C:23-1 through N.J.S.A. 2C:23-3, inclusive, and relevant sequential sections, and if applicable, 13 U.S.C. 1001, et. seq.

Signature: _____

(Type or print name as signed above)

Position: _____

Company: _____

Dated: _____

PARTNERSHIP DISCLOSURE STATEMENT

(To be submitted with proposal)

(a) Is or was anyone in your firm or company a member of the City Council within the last calendar year or a member of his/her immediate family? If yes, then provide the name of the individual below and his/her relationship.

Yes _____ No _____

Name Position Relationship

(b) Has any principal/partner of your firm been convicted of a indictable offense? If yes, then please provide further explanation and copies of any relative documents.

Yes _____ No _____

Name Date

(c) Has any individual who would provide service under this contract ever been sanctioned by the appropriate licensing board?

Yes _____ No _____

Name Position Term
Reason for censure:

(d) Has the firm been found liable for professional malpractice in the last 5 years?

Yes _____ No _____

Reason for Action:

(e) Has any member of your firm ever been barred from doing business with any state, City or municipal government? If yes, then please provide further written explanation including date and copies of relevant documentation.

Yes _____ No _____

Name State, County or Municipality Date
Government

(f) Has your firm sued the City of Elizabeth in the past five (5) years? If yes, then please identify the matter/case and provide further written explanation including date and copies of relevant documents.

Yes _____

No _____

Name

Date

STOCKHOLDER DISCLOSURE INFORMATION

Set forth below are the names and addresses of all owners of the proposing business entity.

Name: _____
Name: _____

Address: _____
Address: _____

Name: _____
Name: _____

Address: _____
Address: _____

Name: _____
Name: _____

Address: _____
Address: _____

NAME OF BUSINESS ENTITY

SIGNATURE TITLE

Notary Public of
My Commission Expires: _____, 20____.

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age,

creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and 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.