

# THE HOUSING AUTHORITY OF PENNS GROVE



## REQUEST FOR PROPOSALS FOR: AUDIT SERVICES

**Penns Grove Housing Authority**

**40 S. Broad Street**

**Penns Grove, NJ 08069**

**Phone: 856-299-0101 Ext: 13**

**Fax: 856-299-6736**

**Email: [cvaldez@pennsgroveha.org](mailto:cvaldez@pennsgroveha.org)**

### **BID OPENING**

**Monday, April 6, 2026**

(1) **Specifications/Request for Proposals:** may be obtained on our website at [www.pennsgroveha.org](http://www.pennsgroveha.org) or via email at [cvaldez@pennsgroveha.org](mailto:cvaldez@pennsgroveha.org)

**NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN** that sealed bids will be received by Executive Director Carolina Valdez, for the Penns Grove Housing Authority, County of Salem, State of New Jersey on **Monday, April 6, 2026 at 2:00 pm** prevailing time at Penn Towers Community Room, 40 S. Broad Street, Penns Grove, NJ 08069 at which time and place bids will be opened and read in public for:

***Audit Services***

Specifications and other bid information may be obtained at the Penns Grove Housing Authority located at 40 S. Broad Street, Penns Grove, NJ 08069, during regular business hours of **8:30 AM** and **4:30 PM**

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

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Carolina Valdez, Executive Director

Publication date: **Thursday, March 12, 2026**

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## **DEFINITION**

Whenever the word Auditor shall appear in this Request for Proposals, the same shall mean "a Certified Public Accountant licensed by the State of New Jersey or a Public Accountant Licensed by the State of New Jersey."

## **SERVICES TO BE PROVIDED**

### **SECTION I. Scope of Audit Services**

- a. The Auditor shall audit the accounts and records of the Authority for the twelve (12) month period ending **June 30, 2026** (1) in accordance with generally accepted and government auditing standards, the auditing and reporting provisions of OMB Circular A-128 and HUD Notice PIH 96-32 and (2) in conformance with the State Of New Jersey Statues and Regulations, New Jersey Administrative Code 5: 31.7, (Code 5:31.7 attached hereto).
- b. The audit performed shall be sufficient in scope to enable the Contractor to express an opinion in the audit report on the financial statements of the Authority, prepared in accordance with Generally Accepted Principles (GAAP).
- c. Perform all the services and comply with all the terms and conditions, as set forth in the Agreement Principles for Audit Services.

### **SECTION II. Additional Services**

To provide guidance and advice on accounting and financial matters if requested by the Authority provided, however, that the Auditor shall first receive from the Authority written approval prior to commencement of the services.

### **SECTION III. Time of Performance**

The audit shall be fully completed in all respects including, but not limited to the issuance of the Audit Report by **October 31, 2026**.

As supplemental schedules, the Audit Report shall include the following:

- Combined Balance Sheet
- Combined Statement of Income and Expenses
- Combined Statement of Analysis of Surplus
- Computations of Residual Receipts and Accruing Annual Contributions - PHA Owned Program
- Computations of Annual Contributions Earned and Project Account - Operating Reserve Changes - Section 8 Program
- Statement and Certification of Actual CIAP or Comp Grant Costs - PHA Owned Program
- Statement and Certification of Actual (Other Grant Programs) - PHA Owned Program
- Analysis of General Fund Cash Balance -

PHA Owned Program and Section 8 Program  
Based on the financial statements submitted to HUD.

1. Demonstrate the ability of the specifically named Auditor (Lead Auditor), of the firm who will be personally charged with and have the primary obligation to perform the requested services, by listing prior relevant experience and, in particular, previous experience in conducting PHA Audits.
  2. Demonstrate the ability of other specifically named Auditors of the firm who will assist the lead Auditor to perform the requested services by listing prior relevant experience including previous experience in conducting PHA Audits.
  3. Demonstrate the ability of other specifically named non-Auditors to assist the lead Auditor to perform the requested services by listing prior relevant experience in executing similar responsibilities.
  4. Familiarity with Housing Authority Programs in specific and HUD rules and regulations in general.
- A. Cost of services (10 points-max)
1. The Authority desires to receive a fixed price, inclusive of all costs and expenses, for the services included in Section I, Scope of Audit Services.
  2. Set forth the hourly rate of compensation, which shall include all costs and expenses, for the services included in Section II, Additional Services.
- B. Requirements (20 points-max)
1. The Authority requires these services to be fully completed in accordance with Section III, Time of Performance, as herein before set forth, The Audit Report shall include all applicable "Supplemental Schedules", including an "Analysis of General Fund Cash Balance".
  2. Respondents must demonstrate agreement with the terms of the "Agreement for Audit Services" in their response. Failure to return the said Agreement, duly executed, may result in rejection of respondent's proposal.
  3. Respondents must be Certified Public Accountants, duly licensed by the State of New Jersey or Public Accountants, duly licensed by the state of New Jersey.

The Respondents must all also meet the standards and qualifications set forth in 24 CFR 44 as amended and supplemented and New Jersey State Statutes and Regulations, New Jersey Administrative Code 5:31.7.

C. Small Audit Firms Including Minority and Women Owned and Controlled Audit Firms (10 points-max)

Set forth the degree of participation by the respondent in the services to be performed under this proposal by the above mentioned interests.

D. Location of Respondents 's Office (10 points-max)

E. The Authority prefers that the Auditor's office be located within a commuting distance of the Authority so that the Auditor may be available to provide guidance and advice on accounting and financial matters if requested by the Authority.

F. Set forth (I) the approximate distance in miles between the Respondent's and the Authority's office (II) the approximate travel time between the said offices.

### **SELECTING CRITERIA**

The Auditor will be selected based upon his/her responses to the above criteria. All proposals will be reviewed according to the "Competitive Proposal" process outlined in the HUD Procurement Handbook. It is very important in the submission of your Proposal that you specifically address and respond to each and every item listed in paragraphs A through E under the heading "Information and Data Required of Each Respondent, " included in this Proposal. Your Failure to comply with this directive may cause your Proposal to be rejected as incomplete and non-responsive.

### **PROPOSAL SUBMISSIONS**

Responses to the Request for Proposals are to be sealed and submitted by **Monday, April 6, 2026**, by **2:00 PM** addressed as follows:

Carolina Valdez, Executive Director  
**RFP for Audit Services**  
 Penns Grove Housing Authority  
 40 South Broad Street  
 Penns Grove, NJ 08069

**EXCERPT FROM ADMINISTRATIVE CODE 5:31.7**

- (a) The accounting system consists of the methods and records established to identify, assemble, analyze, classify, record and report an entity's transactions and to maintain accountability for the related assets and liabilities.
- (b) An effective accounting system should include a double-entry accounting for all transactions resulting in a general ledger, which shall be required for all authorities and special districts.
- (c) Any accounting system adopted pursuant to section (a) & (b) above, must make it possible to present fairly and with full disclosure the financial position and results of financial operations of the funds and account groups of the reporting entity, in conformity with generally accepted accounting principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB) and demonstrate compliance with finance – related and contractual provisions, including applicable security and financing agreements.
- (d) GAAP as it applies to Proprietary funds of state and local governments, specifically as it applies to Enterprise funds shall be used to account for an authority's ongoing activities, similar to those found in the private sector; where the intent of the governing body is that the costs (expenses, including depreciation) of providing services to the general public on a continuing basis be financed or recovered primarily through user charges and/or where the governing body has decided that periodic determination of revenue earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes.
- (e) The financial statements of authorities shall be prepared in accordance with GAAP applicable to Enterprise funds. Accordingly, revenues and expenses should be recognized on the accrual basis. Revenues should be recognized in the accounting period in which they are earned and become measurable; expenses should be recognized in the period incurred, if measurable.
- (f) The financial statements of special districts shall be prepared in accordance with GAAP applicable to Governmental funds of state and local governments. Accordingly, revenues and expenditures should be recognized on the modified accrual basis. Revenues should be recognized in the accounting period in which they become available and measurable. Expenditures should be recognized in the accounting period in which the fund liability is incurred, if measurable, except for unmatured interest on general long-term debt, which should be recognize when due.

## AGREEMENT FOR AUDIT SERVICES

THIS AGREEMENT, entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by and between the \_\_\_\_\_

(Full Name of PHA)

State of \_\_\_\_\_, hereinafter referred to as the Public Housing Agency, and \_\_\_\_\_, Independent Public Accountant of \_\_\_\_\_, with offices at \_\_\_\_\_, (hereinafter referred to as the "Contractor"),

WITNESSETH:

WHEREAS, the public housing agency has entered into a contract (contracts) with the United States of America acting through the Department of Housing and Urban Development (hereinafter referred to as the "Government") for financial assistance for low-income public housing pursuant to the United States Housing Act of 1937, as amended, 42 United States Code section 1437 et sec.; and

WHEREAS, pursuant to said contract (contracts), the Government and the Comptroller General of the United States or his duly authorized representatives and the New Jersey Department of Community Affairs, Division of Local Government Services (DCA) have the right to audit the books and records of the Public Housing Agency pertinent to its operations with respect to such financial assistance; and

WHEREAS, the Government and DCA has authorized the Public Housing Agency to procure such an audit by an Independent Public Accountant in lieu of audit by the Government and DCA; and

WHEREAS, the Public Housing Agency desires the Contractor to conduct and perform such an audit;

NOW, THEREFORE, the Public Housing Agency and the Contractor do mutually agree as follows:

1. The Contactor shall audit the accounts and records of the Public Housing Agency for year ending **June 30, 2026** (a) in accordance with generally accepted Government auditing standards, the auditing and reporting provisions of OMB Circular A-128 and HUD Notice PIH 986-32 and (b) in conformance with the State of New Jersey Statutes and Regulations, New Jersey Administrative Code 5:31.7. The audit performed shall be sufficient in scope to enable the Contractor to express an opinion in the audit report on the financial statement of the PHA, prepared in accordance with Generally Accepted Accounting Principles (GAAP). Electronic filing of the authority's financial statements is the authority's responsibility. The audit will also include the agreed upon attestation procedures applied to the financial data schedule as required by REAC.
2. The books of account and financial records to be audited are maintained and are located at the Public Housing authority Agency's office at 40 South Broad Street, Penns Grove, NJ 08069. These books and records will be made available to the Contractor by the Executive Director of the Public Housing Agency at the Contractor's request for the Contractor's use at the Public Housing Agency's office during normal business hours.
3. If the Contractor ascertains that the Public Housing Agency's books and records are not in a sufficiently satisfactory condition for performing an audit, the Contractor shall disclose this deficiency to the Public Housing Agency. If the Public Housing Agency cannot get its books ready for an audit within 15 days, then the IPA should notify HUD and DCA. Notification to HUD and DCA shall be by written communication addressed to the District Inspector General for Audit, Regional Office, Department of Housing and Urban Development, 26 Federal Plaza, New York, NY and New Jersey Department of Community Affairs, Division of Local Government Services, 1015 South Broad Street, CN 803 Trenton, NJ 08625-0803.

The Contractor shall await further instructions from the District Inspector General for Audit and DCA before continuing the audit.

4. Upon completions of the audit, the Audit Report consisting of those elements as required by HUD and DCA and the supplemental schedules required in the Request for Audit Proposal shall be simultaneously submitted to the Public Housing Agency (1 copy for each Commissioner and required copies for the Executive Director), each HUD Area Office (2 copies), Federal Bureau of Census (1 copy), DCA (2 copies) and the local municipality (1 copy).
5. The Audit Report shall be submitted within 120 days after the close of the Public Housing Agency's fiscal year.

6. The Public Housing Agency may, before or during the conduct of the audit, request changes in the scope of the services of the Contractor to be performed under this contract. Such changes, including any increase or decrease in the amount of the Contractor's report, which are mutually agreed upon by and between the Public Housing Agency and the Contractor, shall be incorporated into written amendments to this contract and shall be subject to the approval by HUD and DCA.
  
7. The Public Housing Agency agrees to pay the Contractor as compensation for the services and report mentioned herein, a lump-sum fee of \$ \_\_\_\_\_, inclusive of all costs and expenses. The fee is based on the following:
  - a. Partner (Principal): \$ \_\_\_ per hour; estimated man-days \_\_\_\_\_ \$ \_\_\_\_\_
  - b. Senior (Manager): \$ \_\_\_ per hour; estimated man-days \_\_\_\_\_ \$ \_\_\_\_\_
  
  - c. Semi-Junior \$ \_\_\_ per hour; estimated man-days \_\_\_\_\_ \$ \_\_\_\_\_
  - d. Junior \$ \_\_\_ per hour; estimated man-days \_\_\_\_\_ \$ \_\_\_\_\_
  - e. Other (describe) \_\_\_\_\_ \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

It is estimated that \_\_\_\_\_ man-days will be required to perform the audit.

The lump-sum fee shall be paid upon the Contractor's compliance with Paragraph 4 of this Agreement.

8. The Contractor must be either a Certified Public Accountant, or a licensed or registered Public Accountant licensed on or before December 31, 1970 by a regulatory authority of a state or other political subdivision of the United States and meet any legal requirements concerning registration in which the Public Housing Agency is located. In addition, those public accountants licensed after December 31, 1970 but prior to December 31, 1975 who performed a PHA audit prior to December 31, 1975, will be eligible to continue to perform PHA audits. A statement by the State identifying such registration or license shall be attached to this Contract.
  
9. The Contractor certifies that its principal officer (s) or member(s) do not now have and have not had during any period covered by this audit any interest, direct or indirect, in the PHA or any of its members or officials including the following:

- a. Family relationships with any PHA member or official;
  - b. Employment by or service as a member or official of a PGA during the period covered by the audit.
10. The contractor certifies that it has not provided accounting or bookkeeping service for the PHA during the period covered by the audit except as follows:  


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  11. No member, officer or employee of the Public Housing Agency, no member of the governing body of the locality in which any of the Public Housing Agency's projects are situated, no member of the governing body of the locality in which the Public Housing Agency was activated, and no other public official of such loyalty or localities who exercises any responsibilities or functions with respect to the Public Housing Agency's projects, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.
  12. No member of or Delegate to Congress of the United States or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise there from.
  13. The Contractor warrants that he/she has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Public Housing Agency the right to terminate this contract, or in its discretion, to deduct from the Contractor's fee the amount of such commission, brokerage, or contingent fee.

The contractor shall not assign or transfer any interest in this contract except that claims for monies due or to become due from the Public Housing Authority Agency under the contract may be assigned to a bank, trust, company, or to the financial institution. If the Contractor is a

1. partnership, this contract shall inure to the benefit of the surviving or remaining member of such partnership.
2. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to race, color religion, sex, age or national origin. Such action shall include, but not limited to, the following: employment, upgrading demotion, or transfer, recruitment or

recruitment advertising; layoff or termination, rated of pay or other forms of compensation; and selection from training, including apprenticeship.

3. For a period of four years from the date of the Audit Report, the Contractor shall make its work papers, records, and other evidence of audit available to Government and the Comptroller General of the United States or his duly authorized representatives and DCA during normal working hours upon written request of the Government; the Comptroller General or his representatives or DCA. The period will be reduced to three years for those Public Housing Agencies for which all project have had Actual Development Cost Certificates issued. The Government, the Comptroller General and DCA shall be entitled to reproduce any or all of such documents at their expense for which provisions shall be made at the time the need for reproduction arises.
4. Except for disclosure to the Government, the Comptroller General and the Public Housing Agency, the Audit Report and the work papers, records, and other evidence of audit, including information and data prepared or assembled by the contractor under this contract, shall be held confidential by the Contractor and shall not be made available or to otherwise disclosed to any person without the prior written approval of the Government and DCA
5. The Contractor shall fully comply with (a) OMB Circular A-128 and all amendment and supplements thereto; (b) 24 CFR 44 and all amendments thereto; (c) all applicable Federal Law, Statues and Regulations; (d) all applicable provisions of HUD Handbooks; (e) New Jersey State Law including preparations of a synopsis of the audit for publications; and (f) New Jersey Administrative Code 5:31.7.
6. Additional Services – The Contractor will provide to the Public Housing Agency guidance and advise on accounting and financial matters if requested by the Public Housing Agency, provided however, that the Contractor shall first receive from the Public Housing Agency written approval prior to commencement of the services.

The Contractor shall be paid, in addition to the compensation as set forth in paragraph 7 of this Agreement, at the rate of \$\_\_\_\_\_per hour for the additional services to the performed by the lead Auditor (Partner or Principal).

IN WITNESS WHEREOF the Public Housing Agency and the Contractor have executed this agreement the day and year first above written.

(Name of Independent Public Accountant Agency)

(Name of Public Housing Agency)

By: \_\_\_\_\_  
(Name) (Date)

By: \_\_\_\_\_  
(Name) (Date)

## INSTRUCTIONS TO BIDDERS

### I. SUBMISSION OF BIDS

The public advertisement shall include specific information, which can subsequently be expanded in general instructions. The specific information includes: who is requesting bids; what is being bid; how are bids to be submitted; where and when will bids be opened; is there a cost for specifications; where will bids be submitted; and will there be a pre-bid conference (“*Notice to Bidders*”)

Fees for specifications are at the owner’s option. It is recommended that any reference be deleted if fees are not being charged. Fees are most often used to offset the costs of reproduction of plans and specifications (i.e., construction plans or engineering drawings) and cannot be used as a barrier or a way to limit the number of bidders).

Affirmative Action language shall be included in the advertisement. There is no exception to this requirement. "Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27."

If your contracting unit requires the use of pre-printed envelopes or labels, Section I, “Submission of Bids” would be the appropriate location for the additional requirement.

Honoring requests for bid withdrawal prior to bid opening should be dictated by local policy.

State law requires (N.J.S.A. 40A:11-23b) that bids shall be received at a specified time, date and place, unsealed and announced. Deviations to this standard are rare, fact sensitive, and narrow in the application of the statutory provisions of the law. It is strongly recommended that the owner consult with legal counsel on the application of the statutory provisions of law and reported court cases impacting N.J.S.A. 40A:11-23b.

It is generally acceptable policy that there be no determination of an award or rejection of bids after the bids is opened. Any information divulged at the bid opening is not a final determination and is subject to the final action of the governing body. If the bids are open at a governing body’s meeting with the intent to award a contract, the bids should be carefully reviewed by the appropriate local officials to ensure compliance with all statutory, regulatory, and specification requirements.

Bids must be properly submitted and executed in accordance with the owner's instructions. Material deviations or alterations may be grounds for rejection. In *P& A Construction, Inc. v. Township of Woodbridge*, 365 N.J. Super. 164 (App. Div. 2004), it was concluded that N.J.S.A. 40A:11-23.2 should be construed as a legislative directive that a bidder’s failure to submit any of the six mandatory items set forth in the statute shall automatically be considered a non-waivable defect. Any other bid defect is subject to case law criteria of materiality. See *Township of River Vale v. R.J. Longo Construction Co.*, 127 N.J. Super.207, 216 (Law Div. 1974). In this definitive case, the court articulated two criteria for determining whether a bid defect constitutes a material and hence non-waivable irregularity:

1. Whether the effect of a waiver would be to deprive the municipality of its assurance that the contract will be entered into, performed and guaranteed according to its specified requirements.
2. Whether it is of such a nature that its waiver would adversely affect competitive bidding by placing a bidder in a position of advantage over other bidders or by otherwise undermining the necessary common standard of competition.

## **II BID SECURITY AND BONDING REQUIREMENTS**

Bonding (N.J.S.A. 40A:11-21) traditionally has been used to protect a contracting unit dealing with a contractor. Contracting units have the option of requiring bonding for contracts with a value of less than \$100,000; they are required over that amount. However, building and construction contracts for all contracting units require sufficient surety as well as labor and material bonds (N.J.S.A. 2A:44-143). Bonding for non-construction projects will depend on how much risk and exposure the owner is willing to assume.

There is no standard for setting a performance bond as a percentage of total non-construction contract prices. N.J.S.A. 40A:11-22a mandates the percentage for construction and building contracts.

There are three important points to remember when considering bonding requirements: The surety company can be a great help in resolving difficulties that may arise between the contractor and the owner. Be sure that bonding is required in a sufficient amount. Be sure your specifications are written in sufficient detail so you can rely upon them in case of default.

Bond requirements depend on the nature and complexity of the work to be performed. Owners should review the appropriate statutes for their particular contracting units. Remember that all bond documents must be evaluated for their completeness and compliance. It is also important to note the primary purpose for each type of bond document required.

A bid guarantee is used to ensure that a bidder, if awarded a contract within the time stipulated, will enter into a contract and furnish the performance bond and, if required for a construction contract, the labor, material, and maintenance bond.

Owner should not accept a bid bond, which is for less than statutory 10%, not to exceed \$20,000.00. A non-conforming bid bond is a material defect and grounds for rejection of the bid.

An owner may accept the submission of a bid guarantee in the form of a certified check, cashier's check or a bid bond. If a bid guarantee will be required on an open-end unit priced contract, the owner should specify in the instructions to bidders the amount to be used as an estimate for determining the ten (10%) percent.

A consent of surety is an agreed upon written legal relationship between a surety and a contractor. If the contractor is awarded the contract, the surety will provide to the contractor a bond for the faithful performance of all provisions of the specifications and/or all matters relating to the performance of the contract. If the bidder submits a certified check or a cashier's check, consent of surety for a performance bond can still be required.

A performance (contract) bond is the surety guaranteeing to the owner the cost of completing the project in the event the contractor fails to do so. In an ideal situation, the owner is assured that it will obtain a completed project for the amount it agreed to pay. The amount of a performance bond on many projects equals the full contract amount, but it can be for less than the full amount. Frequently two bonds are required. One is to cover performance and the other is to cover payment of labor and material bills.

An Attorney-In-Fact is the holder of Power of Attorney granted by a surety company empowering the execution of a surety bond on behalf of the company.

N.J.S.A. 40A:11-22 allows a bidder to offer a personal (individual) surety instead of a surety (corporate) company. The owner may reject any bid if it is not satisfied with the sufficiency of the personal (individual) surety offered. It is important for owner to establish standards and procedures for the receipt of such personal sureties.

A labor and material bond is given by a contractor to guarantee payment to certain laborers and suppliers for the labor and materials used in the work performed under a contract. This liability may be contained in the performance bond.

A maintenance bond guarantees against defective work or materials. The bond cannot be longer than two years and can be less than, but not more than 100% of the project cost.

It should be noted that statutes require all surety companies to be licensed by the state in order to transact business as a surety. Current listing of licensed companies can be found at [www.state.nj.us/dobi/](http://www.state.nj.us/dobi/).

### **III. INTERPRETATION AND ADDENDA**

Any bidder requesting interpretation of the specifications should do so in writing. The owner may issue an addendum to the specifications.

Any vendor challenge to the specifications must be submitted in writing not less than three (3) business days prior to the scheduled bid opening.

No oral interpretation should be given to any potential bidder.

### **IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE**

The use of "brand name or equivalent" in a bid specification allows a vendor to submit the brand named item or one that is equivalent to that item. The public contracts laws and regulations provide a procedure to follow when deciding to use "brand name or equivalent." Use of these procedures encourages free, open, and competitive bidding as intended under the public contracts laws.

Before using "brand name or equivalent" in bid specifications, the following procedures shall be considered initially:

The contracting agent should consider the use of a specification based on a standard issued by a national or international testing or standards setting organization.

The contracting agent should consider using generic specifications available through commercial or non-commercial services.

The contracting agent should consider using a specification based on specialized programs.

If the above procedures are not used, a contracting unit can decide to use “brand name or equivalent” if the contracting agent knows that at least one equivalent exists. If the contracting agent does not know if at least one equivalent exists, the item is proprietary and the rules for use of proprietary items must be used. [N.J.S.A. 40A:11-13(d) and N.J.A.C. 5:34-9.1 and 9.2]

Prior to advertising for receipt of bids that includes proprietary goods or services, the contracting agent or purchasing agent shall certify in writing to the CEO an explanation of why goods or services are of a specialized nature and necessary for the conduct of the affairs of the local contracting unit. The resolution shall include a description of why goods or services are of a specialized nature and necessary for the conduct of the affairs of the local contracting unit. In both these cases, when making the explanation, do not paraphrase the statute or regulations, be precise as to the situation being addressed [N.J.A.C. 5:34-9.1(b) and (c)]

If the “brand name or equivalent” is used and a bidder proposes an equivalent, the burden rests with the bidder to demonstrate equivalency through the submission of documentation. Mere submission of company or product literature is unacceptable and can be used as a basis for rejection of the claim of equivalence and the bid.

Pre-approval or pre-qualification of equivalent products by the contracting unit before submission of bids is an anti-competitive practice and not allowed.

This does not absolve the owner of the need to determine compatibility and suitability.

It is recommended that inspection be made upon delivery, installation or performance of service. Owner should serve written notice to the vendor/contractor upon discovery of defect or non-performance, a copy of which should be forwarded to the surety if a performance bond has been required. Request for payment should not be processed until the matter is satisfactorily resolved.

## **V. INSURANCE & INDEMNIFICATION**

Insurance requirements and dollar limitations are determined by individual specialized needs of the owner and may vary by type of project or service. Consult your local risk manager or insurance consultant for current or required limits. Such requirements must be reasonable and related to the estimate of exposure.

Indemnification and insurance should not be confused with bonding coverage.

## **VI. PRICING INFORMATION FOR PREPARATION OF BIDS**

The owner can authorize the successful contractor to use the contracting unit's tax identification number to eliminate sales tax liability to the contractor if the contractor is purchasing items to be used for the contracting unit's project that is otherwise exempt from sales taxes.

If the owner waives the cost of permit or other fees, it should be noted in this section of Instructions to Bidders.

“FOB destination” should be the preferred method for local contracting units.

When “free on board (F.O.B.) shipping point” is used, the title or ownership of the goods passes from the seller to the buyer (owner) at the moment of delivery to the carrier. Goods are put into the hands of the carrier or loaded in the carrier's vehicle free of expense to the buyer, with delivery to the carrier constituting delivery to the buyer. The buyer must pay all freight and incidental charges required to effect delivery and bears the burden of recovering the value for loss or damage incurred after delivery to the carrier.

When “F.O.B. destination” is specified, title or ownership of the goods passes to the buyer (owner) upon delivery to the owner's designated point. The seller must pay all freight and incidental charges required to effect delivery and is responsible for any loss or damage up to time of delivery.

## **VII. STATUTORY AND OTHER REQUIREMENTS**

Statutory requirements may differ according to the type of contracting unit. While certain statutory requirements are not found specifically in purchasing laws, they are requirements, which must be addressed in your specifications.

The Affirmative Action rules require a careful reading and any questions concerning compliance should be directed to New Jersey Department of the Treasury, Division of Contract Compliance & Equal Employment Opportunity in Public Contracting .

The provisions of Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. S121 01 et seq.) 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 by the law are made part of the contract. Bidders, by reading the form, are indemnifying, protecting and saving harmless the owner and its employees from and against any and all suits, claims, losses or damages. “ *Americans with Disabilities Act of 1990.*”)

The Prevailing Wage Act and Regulations should be reviewed for current requirements. A local unit may obtain an electronic application for official Prevailing Wage Rate Determinations by contacting the New Jersey Department of Labor at the website in “*Request for Prevailing Wage Determination.*”

The certified payroll records shall be submitted to the owner not later than 10 days after each payroll period.

The Stockholder Disclosure Certification does not require that an individual submit proof of ownership. However, it is recommended that your form contain a signature block to avoid the appearance of noncompliance by the bidder. *“Stockholder Disclosure Certification.”*

Right to Know (RTK) Chemical Labeling: New Jersey manufacturers are required to include material safety labeling on all chemical containers. To obtain containers with New Jersey RTK labeling for products manufactured outside of New Jersey, a bid specification can include a clause requiring New Jersey RTK labeling as a term or condition of your contract. Owners must also ensure that all containers, which are stored at their facilities by contractors, display RTK labeling. The options and exclusions from labeling are found in New Jersey Right to Know Act regulations at (N.J.A.C. 8:59-5.5 and 5.6). General information and labeling assistance for bidders is found on the New Jersey Department of Health and Senior Services Right to Know Program website at: [www.nj.gov/health/eoh/rtkweb/](http://www.nj.gov/health/eoh/rtkweb/)

A Non-Collusion Affidavit is not statutorily required. If required by the owner, bidder non-compliance may be cause for rejection. (*“Non-Collusion Affidavit.”*)

Pay to Play: N.J.S.A. 19:44A-20.27 establishes a disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement

Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or,
- To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report, starting in January 2007, will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC will be promulgating a form and procedures for filing. ELEC can also impose fines for failure to comply with this requirement.

While the local unit has no role in this process, it is recommended that all bid or proposal specifications and contracts should include language notifying business entities of their potential obligation under the law.

## **VIII. METHODS OF AWARD**

The provisions in Section VIII describe methods of award. The owner must carefully determine in advance which method will be used and clearly state it in the specifications.

## **IX. CAUSES FOR REJECTING BIDS**

The provisions in Section IX describe causes for rejection. Any statement reserving the right to reject all bids for reasons other than those statutorily stated is prohibited.

## **X. TERMINATION OF CONTRACT**

Owner should carefully develop and review appropriate language with its attorney. Language provided in this document is only for guidance.

**XI. PAYMENT**

Payment will be made in accordance with the owner's policy and procedures.

**THE HOUSING AUTHORITY OF PENNS GROVE  
ADMINISTRATIVE DOCUMENT**

- A. Failure to submit the following documents is a **MANDATORY** cause for rejection of bid in accordance with NJSA 40A:11-23.2.

Owner's Checkmarks		Bidder's Initials
	Proposal Guarantee or Bid Bond	
	Consent of Surety	
X	Public Disclosure Statement	
	List of All Subcontractors	
X	Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	

- B. Failure to submit the following documents may be cause for rejection of bid in accordance with NJSA 40A:11-23.2.

Owner's Checkmarks		Bidder's Initials
X	Proposal Form	
X	Experience & Qualifications Questionnaire	
X	Non-Collusion Affidavit	
X	New Jersey Business Registration Certificate	
X	Affirmative Action Compliance Notice	
X	Mandatory EEO Language	
X	Americans with Disability Act of 1990	
	Public Works Contractor Registration	
	Labor & Materials Payment Bond	
	Performance Bond	
	Maintenance Bond	

C. List any deviations from the specifications on attached pages. If no deviations or exceptions are applicable, state "No Exceptions".

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D. The undersigned hereby acknowledges and has submitted the above required documents.

**Business Name:**

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**Representative's Name:**

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**Representative's Signature:**

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**Date:**

**Phone:**

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**THE HOUSING AUTHORITY OF PENNS GROVE  
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

**No addenda were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

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

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

**THE HOUSING AUTHORITY OF PENNS GROVE  
BID PROPOSAL FORM**

\_\_\_\_\_  
(Contract Title and Bid Number, if applicable)

***Audit Services***

(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

\_\_\_\_\_  
Amount in words

\$ \_\_\_\_\_  
Amount in numbers

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

\_\_\_\_\_  
Federal I.D. # or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail address

**THE HOUSING AUTHORITY OF PENNS GROVE  
STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business** \_\_\_\_\_

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

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

**Check the box that represents the type of business organization:**

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

**Stockholders:**

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 2\_\_.

\_\_\_\_\_  
(Affiant)

(Notary Public)

\_\_\_\_\_  
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

**THE HOUSING AUTHORITY OF PENNS GROVE  
NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

ss: **AUDIT SERVICES**

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)

in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of full  
age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid

entitled \_\_\_\_\_, and that I executed the said proposal with  
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,  
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in  
connection with the above named project; and that all statements contained in said proposal and in this  
affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_

\_\_\_\_\_ relies upon the truth of the statements contained in said Proposal  
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

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

\_\_\_\_\_.

Subscribed and sworn to

before me this day

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

(Seal)

**STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY AFFIDAVIT**

STATE OF NEW JERSEY

COUNTY OF

**SS: AUDIT SERVICES**

I, \_\_\_\_\_, am the \_\_\_\_\_ (IDENTIFY RELATIONSHIP TO BIDDER: OWNER, PARTNER, PRESIDENT, OR OTHER CORPORATE OFFICER) of the \_\_\_\_\_ (NAME OF BIDDER), and being duly sworn, I depose and say:

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.

2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the \_\_\_\_\_ To award to \_\_\_\_\_ the contract for solid waste collection [and recycling] services in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.

3. I understand and agree that the \_\_\_\_\_ will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded the contract.

4. I also understand and agree that the \_\_\_\_\_ may reject the bid proposal in the event that the answer to any of the foregoing questions is false.

5. I do hereby authorize the \_\_\_\_\_, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the \_\_\_\_\_ with any information necessary to verify the answers given.

\_\_\_\_\_  
**Name of Firm or Individual**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 2026.

Notary Public of

My Commission expires \_\_\_\_\_, 2026.

Note: A partnership must give firm name and signature of all partners. A corporation must give full corporate name and signature of official, and the corporate seal affixed.

**AFFIRMATIVE ACTION COMPLIANCE NOTICE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

**EXHIBIT A****MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE****N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)****N.J.A.C. 17:27 et seq.****GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, 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 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 targeted 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, race, 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; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase an Property, CCAU, EEO Monitoring Program as may be requested by the office 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 Purchase an Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1 et seq.**

**COMPANY NAME:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 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 owner 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 owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner shall, as soon as practicable after a claim has been made against it, 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 owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner 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 owner pursuant to this paragraph.

It is further agreed and understood that the owner 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 owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

## **GENERAL CONDITIONS FOR PROFESSIONAL SERVICES**

### **1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis PGHA. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of PGHA or the United Nations.

### **2. SOURCE OF INSTRUCTIONS**

The Contractor shall neither seek nor accept instructions from any authority external to PGHA in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect PGHA or the Housing Authority and shall fulfill its commitments with the fullest regard to the interests of PGHA.

### **3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

### **4. ASSIGNMENT**

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of PGHA.

### **5. SUB-CONTRACTING**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of PGHA for all sub-contractors. The approval of PGHA of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

### **6. OFFICIALS NOT TO BENEFIT**

The Contractor warrants that no official of PGHA or the Housing Authority has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

### **7. INDEMNIFICATION**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, PGHA, its officials, agents, servants and employees from and against all suits, claims, demands, and

liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

## **8. INSURANCE AND LIABILITIES TO THIRD PARTIES**

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

- (i) Name PGHA as additional insured;
- (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against PGHA;
- (iii) Provide that PGHA shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide PGHA with satisfactory evidence of the insurance required under this Article.

## **9. ENCUMBRANCES/LIENS**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with PGHA against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

## **10. TITLE TO EQUIPMENT**

Title to any equipment and supplies that may be furnished by PGHA shall rest with PGHA and any such equipment shall be returned to PGHA at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to PGHA, shall be in the same

condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate PGHA for equipment determined to be damaged or degraded beyond normal wear and tear.

## **11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

PGHA shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the PGHA's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to PGHA in compliance with the requirements of the applicable law.

## **12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF PGHA OR THE HOUSING AUTHORITY**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with PGHA, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of PGHA or the Housing Authority, or any abbreviation of the name of PGHA or the Housing Authority in connection with its business or otherwise.

## **13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of PGHA, shall be treated as confidential and shall be delivered only to PGHA authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to PGHA, any information known to it by reason of its association with PGHA which has not been made public except with the authorization of PGHA; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

## **14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to PGHA, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify PGHA of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this

Article, PGHA shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, PGHA shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

## **15. TERMINATION**

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

15.2 PGHA reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case PGHA shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by PGHA under this Article, no payment shall be due from PGHA to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, PGHA may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform PGHA of the occurrence of any of the above events.

## **16. SETTLEMENT OF DISPUTES**

16.1. Amicable Settlement the Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties. 16.2. Arbitration Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **17. PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Housing Authority, including its subsidiary organs.

## **18. TAX EXEMPTION**

18.1 Section 7 of the Convention on the Privileges and Immunities of the Housing Authority provides, inter-alia, which the Housing Authority, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the Housing Authority exemption from such taxes, duties or charges, the Contractor shall immediately consult with PGHA to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes PGHA to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with PGHA before the payment thereof and PGHA has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide PGHA with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19. CHILD LABOUR**

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle PGHA to terminate this Contract immediately upon notice to the Contractor, at no cost to PGHA.

## **20. MINES**

20. 1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle PGHA to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of PGHA.

**21. OBSERVANCE OF THE LAW**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

**22. AUTHORITY TO MODIFY**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against PGHA unless provided by an amendment to this Contract signed by the authorized official of PGHA.

**TECHNICAL SPECIFICATIONS**

The Penns Grove Housing Authority has a need to procure Audit Services duly licensed by the State of New Jersey. The Authority desires to receive a fixed annual price for the cost of these services.



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

BID SOLICITATION # AND TITLE:

VENDOR NAME:

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

CHECK THE APPROPRIATE BOX

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

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

Entity Engaged in Investment Activities

Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement

Horizontal lines for data entry corresponding to the labels on the left.

Anticipated Cessation Date

*\*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

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

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Signature

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Date

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Print Name and Title



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

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendor<sup>1</sup>”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets

Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

*(Check the Appropriate Box)*

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

**OR**

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

**OR**

That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia

C. and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

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

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*(Attach Additional Sheets If Necessary.)*

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