

# JERSEY CITY HOUSING AUTHORITY (JCHA)

## REQUEST FOR PROPOSALS FOR: HEALTH BENEFITS CONSULTANT

The Housing Authority of the City of Jersey City (hereinafter called the Authority) invites proposals from qualified firms to provide Health Benefits Consultant Services.

Bids or RFP documents may be obtained from our website [www.jerseycityha.org](http://www.jerseycityha.org) by clicking on the **Doing Business With Us** tab, then scrolling down on the page to access the **BID/RFP Package** and download the package once identifying bid title. Any questions can be emailed to [purchasing@jcha.us](mailto:purchasing@jcha.us) or faxed to the Purchasing Department at 201-547-6648 between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday, (excluding holidays).

TDD # 201-706-4695 starting Thursday, June 20<sup>th</sup>, 2024, through Tuesday, July 16, 2024.

All firms must submit 1 original, 5 copies and a flash drive of the proposal in a SEALED Envelope **LABELED APPROPRIATELY (PROPOSAL TITLE AND RETURN ADDRESS)** and received by the JCHA, c/o Kenneth Pinnock, Jr., Deputy Executive Director and Director of Procurement, Contracts & Risk Management, 400 U.S. Highway # 1, (Marion Gardens), Jersey City, New Jersey, 07306, **by or before Wednesday, July 17, 2024 @ 11:00 A.M. EST**, using one of the following submission procedures:

### HAND-CARRIED/MAILED/OVERNIGHT/EXPRESS MAIL DELIVERY

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

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

**\*\*\*\*PLEASE ENSURE TO VISIT OUR WEBSITE SEVEN (7) DAYS PRIOR TO THE DUE DATE OF BIDS & RFPs FOR ANY NOTICE OF CHANGE/ADDENDA REGARDING THE BID OR RFP YOU INTEND TO PARTICIPATE IN\*\*\*\***

By: **Kenneth Pinnock**  
Digitally signed by Kenneth Pinnock  
DN: cn=Kenneth Pinnock, o=JCHA,  
ou=Procurement and Contracts  
Administration,  
email=kpinnock@jcha.us, c=US  
Date: 2024.06.19 10:00:34 -04'00'

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

For:

Stephen Cea  
Executive Director

REF# 2024-RFP #13

Publication Dates: Thursday & Friday, June 20<sup>th</sup>, and 21<sup>st</sup>, 2024

## SECTION I: PROPOSAL INSTRUCTIONS

### INTRODUCTION

The Jersey City Housing Authority (JCHA) is seeking the services of a Health Benefits Consultant to implement, administer and maintain The Difference Card – HRA Solution for its eligible employees.

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

Each company should provide a one or two-page letter of introduction briefly describing the company and its work, especially as it relates to this prospective commission. Each company must state the date it was established and years of corporate experience. The letter must specifically identify the agent of the company who would be assigned to provide the requested services to the JCHA if the company is awarded the contract.

The letter should include a statement that if the company is selected by the JCHA, the company will be ready to begin work on or about **August 2024**.

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

Proposals submitted shall not be withdrawn for a period of sixty (60) days subsequent to the deadline for receiving proposals without the written consent of the JCHA.

All proposals must then include the following elements:

#### 1. STATEMENT OF PROFESSIONAL EXPERIENCE AND QUALIFICATIONS

- a) State the company's professional experience which offers evidence of qualifications to perform the requested services as described in Section II of this RFP, Scope of Services: General Description. Specific work and expertise with directly related projects is of particular interest. The company's proposal must include a list of recent and current clients including contact information. (Note: The JCHA will perform reference checks as part of the evaluation process and shall presume that the company has no objection to the JCHA contacting listed clients to review the company's work, including: work quality,

compliance with requested scope of service, cost control, ability to meet schedules and client satisfaction.)

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

The JCHA is only interested in qualifications, experience, track records and technical competence, which are **DIRECTLY RELATED** to the Scope of Services of this commission.

**c) Conflict Check**

In order to assist the JCHA in performing a conflict check, each company is asked to review its client list and as part of the company's response to this RFP, advise the JCHA of the names of the company's clients who might potentially or perceptually pose a conflict of interest in connection with work the company may perform for the JCHA if awarded this contract. Proposals that fail to provide a response may be removed from further review and consideration.

In the event that a conflict of interest issue related to the JCHA, either directly or indirectly, arises during the tenure of the contract, the company must notify the JCHA immediately in writing and is prohibited from representing either client. The JCHA will reassess any case that meets this criteria to another contracted JCHA agent company.

Discovery of an undisclosed/existing conflict of interest shall be grounds for contract termination.

**STATEMENT OF PROFESSIONAL EXPERIENCE AND QUALIFICATIONS (CONT'D)**

**d) Employment of Former Employees, etc.**

In order for the JCHA to comply with its Ethics Policy, which states that:

"The JCHA shall not, for a period of one year next subsequent to the termination of office of a member of the JCHA: a) award any contract which is not publicly bid to a former member of the JCHA; b) allow a former member of the JCHA to represent, appear for, or negotiate on behalf of any other party before the JCHA; or c) employ for compensation, except pursuant to open competitive examination in accordance with Title 11a of the New Jersey Statutes and the rules and regulations promulgated pursuant thereto, any former member of the JCHA."

Thus, the company must furnish, as a part of its response to this RFP, the names of any former employees, and/or Commissioners of the JCHA who may be employed by the company and/or will participate in any way in the performance of this contract.

## 2. COST

In exchange for the services listed in Section II , the CONSULTANT must provide their response to the below in shall be compensated in the following manner:

- a) CONSULTANT compensation % for services rendered to implement, administer and maintain The Difference Card – HRA Solution.

All of the company's costs for performing the scope of services must be included. The JCHA **will not pay for**: copies or faxes, overhead, logistical costs, secretarial, internet, regular travel (e.g., to and from the JCHA, to and from Jersey City governmental agencies, to and from HUD offices in Newark, N.J.) materials delivery to and from the JCHA and any other related cost.

## 3. DOCUMENT REQUIREMENTS

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

## 4. ADDITIONAL ELEMENTS

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

**5. SUBMITTAL REQUIREMENTS:**

Proposal submission must be structure according to the sections listed below, pages numbered (where applicable), sections tabbed, and proposals bound:

**Section 1. Letter of Introduction (one or two pages), must include the following:**

- a. Brief description of company and its work.
- b. Date established and years of experience.
- c. Indicate ability to start work according to request.

**Section 2. Proposals must state Professional Experience/Qualifications and must include the following:**

- a. Qualified details of company's specific work and expertise with directly related projects and the agent's role as related to the required *Scope of Services*.
- b. Recent (past five years) and current client list (fill out attached form).
- c. Agent/s of company assigned to project, including resume, which specifically outlines extent of their involvement in referenced experience.

**Section 3. Statements**

- a. Conflict Check
- b. Ethics Policy: Employment of Former Employees, etc

**Section 4. Budget**

- a. Percentage

**Section 5. Required Documents**

- a. Section IV of the RFP

**All companies must submit one (1) original and five (5) copies** in a SEALED ENVELOPE LABELED APPROPRIATELY (PROPOSAL TITLE AND RETURN ADDRESS) and received by the JCHA, c/o Kenneth Pinnock, Jr., Purchasing Agent, 400 U.S. Highway # 1, (Marion Gardens), Jersey City, New Jersey, 07306, by or before **July 17<sup>th</sup>, 2024, at 11:00 A.M.**, using one of the following submission procedures: Hand-Carried / Mailed / Overnight/Express Mail Delivery. Proposals received after this date and time for any reason shall not be considered and will be returned to the sender.

If your company has any questions about the general procurement process for this RFP and/or the Scope of Services, please direct them to Kenneth Pinnock, Jr., JCHA Purchasing Agent, in writing via email [purchasing@jcha.us](mailto:purchasing@jcha.us).

SECTION II: SCOPE OF SERVICES:

Health benefits represent a significant cost for public and private entities that continue to increase annually. Currently the JCHA has approximately 160 employees enrolled in the NJ State Health Benefits Program “SHBP”. Most JCHA employees are enrolled in the Horizon 10 (60) and Horizon 15 (50) plans. Subsequently the JCHA wants to offer the Difference Card – HRA Solution in conjunction with the Horizon 20/35 SHBP plan for its employees as an opportunity to maximize its resources. The JCHA is seeking the services of a qualified, licensed Health Benefits Consultant/Broker to meet the Scope of Services necessary to implement the above solution including, but not limited to the following:

1. Implementation of The Difference Card – HRA Solution including on-boarding JCHA members, training JCHA staff, advice and recommendations.
2. Administration of The Difference Card – HRA Solution.
3. Provide periodic analysis and reports regarding JCHA claims expenses for The Difference Card – HRA Solution.
4. Analyze usage levels to confirm adequate resources and controls are in place to cover claims expenses.
5. Assist the JCHA in the preparation of applications, statements of values, and similar documents requested by insurance carriers.
6. Assist where needed in the settlement of claims.
7. Perform any other HRA management related services required by the JCHA.

**Bidding Requirements/Vendor Qualifications**

- All applicants shall be duly authorized to do business by the State of New Jersey.
- Respondents shall be familiar with and comply with all local, state, and federal statutes, rules, regulations, orders and directives pertaining to employee benefits insurance applicable to public schools. In addition, respondents shall be currently licensed and authorized by the State of New Jersey, Department of Insurance to do business in the State of New Jersey.
- All applicants must have sufficient staff to perform all related insurance services required by the JCHA.
- It is preferred that the Health Benefits Consultant have experience with self-insurance policies.

**SECTION III: PROPOSAL EVALUATION CRITERIA**

The JCHA will evaluate all proposals received based upon two (2) criteria with ranking points as follows: Professional Experience and Qualifications at a maximum of thirty (30) points and Cost at a maximum of ten (10) points. Ranking scores will be given as follows:

**FOR "PROFESSIONAL EXPERIENCE, PAST PERFORMANCE AND QUALIFICATIONS"**

**MAXIMUM SCORE: 30 POINTS**

- **Highest Ratings:** The professional experience described in the proposal *demonstrates extensive ability*, in quality and scale, as is required to perform the Scope of Services. "Extensive" in terms of this RFP is deemed as work with large Public Housing agencies, municipal and/or state agencies. If two or more firms meet this standard, the firm with the most relevant experience will receive the relatively higher score.
- **Middle Ratings:** The professional experience described in the proposal *demonstrates moderate ability*, in quality and scale, as is required to perform the Scope of Services described in this RFP. "Moderate" in terms of this RFP is deemed as small to medium-size Public Housing agencies, municipal and/or state agencies. If two or more firms meet this standard, the firm with professional experience, which is most similar, will receive higher scores.
- **Lower Ratings:** The professional experience described in the proposal *demonstrates limited ability*, in quality and scale, as is required to perform the Scope of Services described in this RFP. "Limited" in terms of this RFP is deemed as no experience with any Public Housing agency, municipal and/or state agencies.



**SECTION III: PROPOSAL EVALUATION CRITERIA (Cont'd)**

**FOR "COST"**

**MAXIMUM POINTS: 10**

The Cost criteria will be scored in relative terms, i.e., lowest relative costs receiving the highest relative scores, with scoring differences proportional to cost differences the maximum score (10 Points).

**SECTION IV: DOCUMENT REQUIREMENTS**

All proposals **must** include:

1. **A copy of the organization's/firm's "Business Registration Certificate" issued by the Division of Revenue.**
2. Incorporation certification or affidavit stating the date partnership was established, including the names and addresses of corporate ownership/partners.
3. Professional licenses, certifications relevant to the scope of services.
4. If the firm or individual intends to subcontract any portion of this commission, a statement regarding to whom, with attendant corporate identification and certifications. Sub-contractors will be evaluated as part of the proposer's team.
5. If not included in the PROFESSIONAL EXPERIENCE sections of the proposal, summary resume of the principal to be assigned to prospective JCHA work.
6. Certified statement that neither the firm or nor members of the firm or individual are debarred, suspended or otherwise prohibited from providing these services by any Federal, State or local oversight, regulatory or law enforcement authority.
7. Statement that the firm or individual is financially sound and has financial resources sufficient to successfully execute this prospective JCHA agreement.
8. Evidence of all appropriate and applicable insurance coverage carried by the firm or individual, including policy coverage periods. JCHA must be named as additionally insured.
9. Statement that the firm operates in full compliance with all applicable civil rights and non-discrimination statutes, executive orders, rules and regulations.

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Employee ID Number	Gender (Assigned at Birth)	Zip Code	Employee D.O.B. (YY/MM/DD)	Current Plan	Coverage Level**	Cost	Dependent's Gender	Dependent's D.O.B.	Dependent Relation
U76001190	M	07306	19900905	NJ Direct 15	P	2200.1			
0182646	F	07305	19971114	NJ Direct 10	S	1283.82			
U76001156	M	07305	19690127	NJ Direct 15	S	1229.11			
0182655	M	07305	19801019	NJ Direct 15	S	1229.11			
U76001156	M	07307	19651207	NJ Direct 10	S	1283.82			
U76001232	F	07305	19810905	NJ Direct 15	S	1229.11			
U76000595	F	07305	19641126	NJ Direct 10	S	1283.82			
0182745	F	07307	19920415	NJ Direct 15	S	1229.11			
U76002938	F	07306	19650904	NJ Direct 10	M	2567.63	M	19590310	(SPOUSE INFO)
U76001211	M	07306	19870325	NJ Direct 10	S	1283.82			
U76001216	M	07305	19801002	NJ Direct 10	F	3581.85		19890116	(SPOUSE INFO)
U76001074	F	07306	19820904	NJ Direct 15	P	2200.1			
U76001157	M	07306	19761020	NJ Direct 15	S	1229.11			
U76000301	M	07002	19651018	NJ Direct 10	M	2567.63	F	19680729	(SPOUSE INFO)
0182704	M	07305	19870303	Omnia	S	1305.73			
0182645	F	07304	19690304	NJ Direct 10	S	1283.82			
U76018256	M	07305	19950812	NJ Direct 10	P	2298.03			
U76003058	M	07104	19630708	NJ DIRECT 1525	S	1182.53			
U76001102	F	07734	19830821	NJ Direct 15	F	3429.21	M	19800802	(SPOUSE INFO)
U76003016	F	07103	19670311	NJ Direct 10	S	1283.82			
U76002391	F	07310	19660113	NJ Direct 15	P	2200.1			
U76002826	M	07305	19760409	NJ Direct 10	M	2567.63	F	19730924	(SPOUSE INFO)
U76003017	M	07735	19670404	NJ Direct 15	M	2458.22	F	19680201	(SPOUSE INFO)
U76002111	M	07070	19480701	NJ Direct 15	S	1229.11			
U76000353	M	07109	19671117	NJ Direct 15	F	3429.21	F	19690118	(SPOUSE INFO)
U76000882	M	07305	19661219	NJ Direct 15	M	2458.22	F	19640416	(SPOUSE INFO)
U76002988	F	07305	19570619	NJ Direct 10	S	1283.82			
0182682	F	07103	19771021	NJ Direct 10	P	2298.03			
U76000880	M	07205	19781124	NJ Direct 10	F	3581.85	F	19900603	(SPOUSE INFO)
U76018236	M	07302	19800604	HORIZON HMO	S	1203.34			

Employee ID Number	Gender (Assigned at Birth)	Zip Code	Employee D.O.B. (YY/MM/DD)	Current Plan	Coverage Level**	Cost	Dependent's Gender	Dependent's D.O.B.	Dependent Relation
U76001214	F	07304	19690614	NJ Direct 10	S	1283.82			
U76018229	M	07305	19740823	NJ Direct 15	P	970.99			
U76003032	M	07108	19690624	NJ Direct 10	P	2298.03			
U76001089	M	07305	19670811	NJ Direct 15	S	1229.11			
0182729	F	07107	19890125	Omnia	P	1610.15			
U76002987	M	07306	19740824	NJ Direct 10	F	3581.85	M	19820825	(SPOUSE INFO)
0182634	F	07047	19670217	NJ Direct 10	M	2567.63	M	19570720	(SPOUSE INFO)
U76001180	M	08060	19831217	NJ Direct 10	S	1283.82			
0182767	F	07305	19961030	NJ Direct 10	S	2443.35			
0182680	F	07107	19840508	Omnia	P	1610.15			
U76000200	M	07302	19540416	NJ Direct 15	P	2200.1			
U76001104	M	08859	19730421	NJ Direct 10	F	3581.85	F	19840825	(SPOUSE INFO)
U76002976	F	07305	19790318	NJ Direct 10	P	2298.03			
U76000918	M	07111	19751223	NJ Direct 10	F	3581.85	F	19770512	(SPOUSE INFO)
0182654	M	07305	19730417	NJ Direct 10	S	1283.82			
U76000288	M	07302	19650510	NJ Direct 15	P	2200.1			
U76002374	F	07304	19700119	NJ Direct 15	S	1229.11			
U76001182	F	07306	19760905	NJ Direct 10	S	1283.82			
U76003009	F	07306	19930414	NJ Direct 10	S	1283.82			
U76003049	M	07306	19910303	Omnia	S	899.52			
U76003014	F	07304	19790911	NJ Direct 10	P	2298.03			
0182731	F	07305	19990324	Omnia	S	899.52			
U76000710	F	07305	19700126	Omnia	P	1610.15			
U76018206	M	07104	19960126	NJ Direct 15	S	1229.11			
0182629	F	07032	19851021	Omnia	P	1610.15			
U760000643	M	07305	19720711	NJ DIRECT 10	S	1283.82			
U76000810	M	07306	19691228	NJ Direct 15	F	3429.21	F	19720505	(SPOUSE INFO)
U76000883	M	07304	19780710	NJ Direct 10	F	3581.85	F	19820710	(SPOUSE INFO)
U76018204	F	07307	19751023	NJ Direct 15	P	2200.1			
U76003059	M	07305	19710325	NJ DIRECT 15	S	1229.11			

Employee ID Number	Gender (Assigned at Birth)	Zip Code	Employee D.O.B. (YY/MM/DD)	Current Plan	Coverage Level**	Cost	Dependent's Gender	Dependent's D.O.B.	Dependent Relation
U76000707	M	07304	19740104	NJ Direct 10	P	2298.03			
U76003024	F	07065	19780912	NJ Direct 15	P	2200.1			
U76001108	F	07065	19810413	NJ Direct 15	F	3429.21	M	19760912	(SPOUSE INFO)
U76000492	F	07305	19600307	NJ Direct 15	S	1229.11			
U76001168	F	07095	19710703	Omnia	S	899.52			
U76018228	M	07305	19801126	NJ Direct 15	P	2200.1			
U760000819	M	07305	19720329	NJ Direct 15	S	1229.11			
0182778	F	08854	19930214	NJ Direct 10	F	5199.41	M	19871015	(SPOUSE INFO)
U76000784	F	08830	19611120	NJ Direct 10	M	2567.63	M	19620820	(SPOUSE INFO)
U76018253	M	07305	19950521	NJ Direct 15	S	1229.11			
U76001169	F	07017	19880708	NJ Direct 15	F	3429.21	M	19860508	(SPOUSE INFO)
U76000929	M	07304	19550724	NJ Direct 15	M	2458.22	F	19541124	(SPOUSE INFO)
U76000799	M	07306	19690502	NJ Direct 10	M	2567.63	F	19680722	(SPOUSE INFO)
U76000789	M	11422	19700904	NJ Direct 15	P	2200.1			
U76002357	M	07747	19661020	Omnia	F	2509.67	F	19760525	(SPOUSE INFO)
U76002912	F	07087	19690127	NJ Direct 15	M	2458.22	M	19540915	(SPOUSE INFO)
U76003025	M	07054	19681101	NJ Direct 10	F	3581.85	F	19730509	(SPOUSE INFO)
U76001228	F	07109	19910517	NJ Direct 15	F	3429.21	M	19850722	(SPOUSE INFO)
U76000559	M	07306	19690221	NJ Direct 15	S	1229.11			
0182688	F	08884	19900324	NJ Direct 15	P	2200.1			
U76001210	M	07002	19671213	NJ Direct 15	S	1229.11			
U76003043	F	07310	19780114	NJ Direct 10	F	3581.85	M	19720203	(SPOUSE INFO)
U76018234	M	07002	19630720	Omnia	M	1799.05	F	19571231	(SPOUSE INFO)
U76001175	M	07304	19641106	NJ Direct 10	S	1283.82			
U76001208	M	07307	19720212	NJ Direct 10	F	3581.85	F	19740812	(SPOUSE INFO)
U76003021	F	07305	19820505	NJ Direct 10	P	2298.03			
U76001128	M	07307	19600821	NJ Direct 15	S	1229.11			
U76018237	F	07305	19591030	NJ Direct 10	S	1283.82			
U76001185	F	07305	19940702	Omnia	S	899.52			
U76002561	M	07304	19620805	NJ Direct 10	M	2567.63	F	19621205	(SPOUSE INFO)

Employee ID Number	Gender (Assigned at Birth)	Zip Code	Employee D.O.B. (YY/MM/DD)	Current Plan	Coverage Level**	Cost	Dependent's Gender	Dependent's D.O.B.	Dependent Relation
U76018250	F	07030	19911212	Omnia	S	899.52			
U76002168	F	07094	19650114	NJ Direct 10	P	2298.03			
0182687	F	07065	19981016	NJ Direct 15	S	1229.11			
U76000694	M	07304	19700701	NJ Direct 10	S	1283.82			
U76002940	F	07305	19731103	NJ Direct 15	F	3429.21	M	19760328	(SPOUSE INFO)
U76001230	M	08830	19681016	NJ Direct 10	P	2298.03			
0182673	F	07083	19970930	Omnia	S	899.52			
U76000764	M	07305	19611211	NJ Direct 15	M	2458.22	F	19610905	(SPOUSE INFO)
U76001197	M	07306	19701224	NJ Direct 10	F	3581.85	F	19810815	(SPOUSE INFO)
U76018259	M	07304	19660714	NJ Direct 10	S	1283.82			
U76003039	F	07083	19660725	NJ Direct 10	F	3581.85	M	19730623	(SPOUSE INFO)
U76002918	F	07083	19740114	NJ Direct 10	F	3581.85	M	19740314	(SPOUSE INFO)
U76000444	M	07106	19660124	NJ Direct 15	S	1229.11			
U76001159	M	07306	19591117	NJ Direct 15	S	1229.11			
U76000627	M	07306	19690813	NJ Direct 10	S	1283.82			
U76018245	F	07306	19880530	NJ Direct 10	S	1283.82			
U76001179	M	07112	19770218	NJ Direct 10	S	1283.82			
U76001158	M	07304	19811108	NJ Direct 15	F	3429.21	F	19850222	(SPOUSE INFO)
0182651	M	07305	19960424	NJ Direct 10	S	1283.82			
U76018227	M	07304	19880304	HORIZON HMO	P	2153.98			
0182699	M	07087	19700705	NJ Direct 15	M	2458.22	F	19810407	(SPOUSE INFO)
U76000684	M	07304	19690719	NJ Direct 10	S	1283.82			
0182658	M	08837	19870224	NJ Direct 10	S	1283.82			
U76000987	F	07306	19800721	NJ Direct 10	F	3581.85	M	19781130	(SPOUSE INFO)
U76003027	F	07087	19850204	NJ Direct 10	F	3581.85	M	19840112	(SPOUSE INFO)
U76018198	M	07305	19850130	NJ Direct 15	F	3429.21	F	19840528	(SPOUSE INFO)
U76001059	M	08837	19710727	NJ Direct 10	S	1283.82			
U76018232	F	08330	19600211	NJ HD HIGH	S	648.23			
U76001178	M	07305	19720816	NJ Direct 10	P	2298.03			
U76002402	F	07104	19771031	NJ DIRECT 2030	M	2246.14	M	19770408	(SPOUSE INFO)

Employee ID Number	Gender (Assigned at Birth)	Zip Code	Employee D.O.B. (YY/MM/DD)	Current Plan	Coverage Level**	Cost	Dependent's Gender	Dependent's D.O.B.	Dependent Relation
U76000284	M	07060	19651012	NJ Direct 15	F	3429.21	F	19690210	(SPOUSE INFO)
U76003046	F	07204	19840623	NJ Direct 10	F	3581.85	M	19810629	(SPOUSE INFO)
U76001206	M	07080	19780212	NJ Direct 15	F	3429.21	M	19790927	(SPOUSE INFO)
U76001172	M	07305	19800113	NJ Direct 10	S	1283.82			
U76001110	F	07305	19590512	NJ Direct 15	S	1229.11			
U76000245	M	08879	19690430	NJ Direct 15	F	3429.21	F	19710201	(SPOUSE INFO)

**\*\* Coverage Level:**

- F- Family
- M-Married
- P-Parent & Child or Parent & Children
- S-Single

CUT-OFF DATE : 05/22/2024  
 FREQUENCY : MONTHLY

STATE OF NEW JERSEY  
 DEPARTMENT OF THE TREASURY  
 DIVISION OF PENSIONS AND BENEFITS

REPORT NO : 815AP2-1  
 PAGE NO : 1

STATE HEALTH INFORMATION PROCESSING SYSTEM  
 MONTHLY ALPHA LIST FOR BILLING PERIOD 06/01/2024 - 06/30/2024 (202406)  
 LOCAL/ACTIVE/MONTHLY

120500 - JERSEY CITY HOUSING AUTHORITY

HEALTH SERVICES	Single	Married Spouse	Married/DP/CU	Family Spouse	Family/DP/CU	Parent	Child	Total Count	Total Amount
011 - HZ HMO	1	0	0	0	0	0	1	2	3357.32
050 - NUD10	26	7	0	16	0	0	10	59	134419.72
051 - NU1525	1	0	0	0	0	0	0	1	1182.53
052 - NU2030	0	1	0	0	0	0	0	1	2246.14
057 - HZOMNIA	7	1	0	1	0	0	4	13	17452.17
090 - HZ4000	1	0	0	0	0	0	0	1	648.23
150 - NUD15	20	6	0	12	0	0	11	49	103454.03



# Certifications and Representations of Offerors

## Non-Construction Contract

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and
- (2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

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Signature & Date:

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Typed or Printed Name:

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Title:

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# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

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

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

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

#### 3. Termination for Convenience and Default

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

#### 4. Examination and Retention of Contractor's Records

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

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

#### 5. Rights in Data (Ownership and Proprietary Interest)

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

#### 6. Energy Efficiency

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

#### 7. Disputes

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

#### 8. Contract Termination; Debarment

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

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

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

#### 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

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(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

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

## 17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

#### 18. Dissemination or Disclosure of Information

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

#### 19. Contractor's Status

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

#### 20. Other Contractors

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

#### 21. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

#### 22. Procurement of Recovered Materials

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



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

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



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

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

*(Check the Appropriate Box)*

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

**OR**

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

**OR**

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

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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

<sup>i</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).

**STANDARD BID DOCUMENT REFERENCE**

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

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

## Disclosure of Investment Activities in Iran

Person or Entity

### Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.



*I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.*

**OR**



*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.*

## Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

## Part 3: Certification of True and Complete Information

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

*I acknowledge that the **Jersey City Housing Authority** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Jersey City Housing Authority** to notify the **Jersey City Housing Authority** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Jersey City Housing Authority** and that the **Jersey City Housing Authority** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	