HOUSING AUTHORITY OF THE CITY OF LINDEN

REQUEST FOR PROPOSALS

AI AUTOMATION, RESIDENT COMMUNICATION & OPERATIONAL SUPPORT SERVICES

Under a Fair and Open Process in Accordance
With N.J.S.A. 19:44A-20.4 et seq.

PROPOSALS MUST BE SUBMITTED BY

October 9, 2026 at **2:30 p.m.**

To:

Dr. Marlene Berghammer
Executive Director
Housing Authority of the City of Linden
1601 Dill Avenue
Linden, New Jersey 07036

Advertisement

The Housing Authority of the City of Linden ("Housing Authority") is requesting proposals for **AI AUTOMATION, RESIDENT COMMUNICATION & OPERATIONAL SUPPORT SERVICES**

Agency Contact Person: **Dr. Marlena Berghammer, Executive Director**
Email: mberghammer@lindenha.org
Site Visit: N/A
Questions Deadline: September 21, 2026, at 2:30 p.m.
Bid Submission Deadline: October 9, 2026, at 2:30 p.m.

The Request for Proposals ("RFP") documents can be obtained on the **eProcurement-Housing Agency Marketplace**:

1. Please access the portal at **ha.internationaleprocurement.com** (no" www").
2. Click on the "Login" button located in the upper left side corner.
3. Follow the on-screen directions.
4. If you experience any issues accessing or registering on the **eProcurement Marketplace**, please contact Customer Support at (866-526-9266).

No hard copies should be delivered or mailed to the Linden Housing Authority.

How to submit a complete proposal in response to this RFP. The proposed fees must be submitted by the proposer through the eProcurement Marketplace only. All pricing must be entered in the designated fields within the Marketplace. Any proposer who fails to submit pricing as directed may, at the Agency's discretion, be rejected without further consideration. Additionally, there is no charge by the Marketplace for entering costs online.

Respondents are responsible for ensuring that their proposals are uploaded to the Housing Agency eProcurement Marketplace by the deadline specified above. Proposals received after the deadline for any reason shall not be considered.

All responses submitted are subject to these instructions and to the Instructions to Offerors, Non-Construction form HUD-5369-B. The failure to abide by these instructions in any way, including but not limited to the failure to submit all required documentation, may lead to the proposal being rejected as non-responsive.

The Housing Authority reserves the right to reject any and all proposals and/or to waive any informality in responses. No proposals may be withdrawn within sixty (60) days after the submission deadline.

In accordance with the criteria included in the RFP, the contract(s) shall be awarded to the respondent(s) who submit the proposal(s) most advantageous to the Housing Authority, cost and other factors considered. The successful respondent will be required to execute the Housing Authority's contract within seven (7) days of receiving the notice of award.

This RFP is being issued pursuant to a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

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1. PURPOSE

The **Housing Authority of the City of Linden (HACL)** is seeking proposals from qualified law firms or licensed attorneys to provide **Landlord & Tenant Attorney Services**. These services are essential to the successful management of HACL's Public Housing and Section 8 Housing Choice Voucher programs.

The selected attorney or law firm will work under the direction of the **Executive Director** and in coordination with HACL management to address legal matters related to tenancy, lease enforcement, resident compliance, and eviction proceedings. All services must comply with applicable **federal, state, and local laws**, including **HUD regulations.**

HACL manages the following HUD-assisted properties:

Ann J. Ferguson Towers – 200-unit Public Housing (Owned by HACL)

2. TERMS AND CONDITIONS

Any requests for clarification as to the meaning of any provision of this Request for Proposals shall be submitted electronically through the Housing Agency Marketplace eProcurement website no later than **September 21, 2026, at 2:30 p.m.** If the Housing Authority determines that clarification or revision is necessary, an addendum will be issued through the eProcurement Marketplace. Failure of any bidder to receive or acknowledge an Addendum shall not relieve the bidder of its obligation to comply with the requirements of the RFP.

All proposals shall remain valid for a period of sixty (60) calendar days after the date specified for receipt of proposals. All costs of the proposal process, interviews, and related expenses, are solely the responsibility of the respondent.

The HACL reserves the right to reject any or all proposals, to waive informalities and minor irregularities, and/or modify or cancel this Request for Proposals. Proposals which appear unrealistic in terms of management commitments or are indicative of failure to comprehend the complexity of this RFP and subsequent contracts may be rejected.

Respondents are requested and advised to be as complete as possible in their response. The Housing Authority reserves the right to 1) contact any respondent to clarify their proposal; 2) contact any past/current clients of the respondent; 3) solicit information from any available source concerning any aspect of the proposal; and 4) seek and review any other information deemed pertinent to the evaluation process.

3. SCOPE OF SERVICES

3.1 Mandatory Core Services

The selected contractor shall provide, operate, maintain, and optimize an integrated automation service that includes all of the following minimum requirements:

Resident Communication
Provide approved inbound and outbound voice, SMS, email, and/or chat workflows for Public Housing, Housing Choice Voucher, and Maintenance operations.
Support English and Spanish at minimum. Additional languages shall be identified and priced separately.

Clearly disclose automated-agent use when required by law or HACL policy and provide a practical route to HACL staff, voicemail, or emergency instructions when automation cannot appropriately resolve the interaction.

Use only HACL-approved scripts, knowledge sources, policies, notices, escalation rules, and communication templates.

Maintenance Intake and Workflow
Receive and categorize resident maintenance requests and capture required information, including resident identity, unit, callback information, problem description, location, access instructions, urgency indicators, and preferred communication method.
Apply HACL-approved emergency and priority rules and immediately route potential emergencies according to the escalation matrix supplied by HACL.

Create or transmit complete ticket information to HACL's approved CRM, ticketing environment, email/SMS workflow, and PHA-Web or successor system through an approved API, webhook, secure file exchange, or other documented method.

Support ticket status notifications, follow-up communications, completion confirmation, and HACL-approved closing calls without representing that work is complete before authorized staff records completion.

Housing Choice Voucher and Public Housing Support
Answer routine questions using HACL-approved program information and route questions requiring staff judgment or access to protected records.

Support approved reminders, appointment communications, document-request notices, inspection communications, waiting-list updates, and other administrative workflows authorized in writing by HACL.

Do not make or communicate final program eligibility, admission, termination, grievance, reasonable-accommodation, or enforcement decisions unless the exact determination and notice have been supplied and authorized by HACL.

Integration, Reporting, and Administration
Maintain documented integration with HACL-approved systems and preserve an auditable record of workflow events, subject to HACL's retention requirements.

Provide a monthly performance report covering, at minimum, interaction volume, channel and language, maintenance tickets created, emergency escalations, unresolved or transferred interactions, workflow failures, average response or processing measures, and usage charges.

Provide HACL designated staff with appropriate administrative access, training, operating documentation, escalation documentation, and current workflow diagrams. Participate in periodic service reviews and implement approved prompt, workflow, routing, and knowledge-base updates within mutually agreed timeframes.

3.2 Continuity and Transition
HACL currently uses automation-supported resident and maintenance workflows. Each proposer shall submit a transition plan showing how it will preserve service continuity, approved telephone numbers and communication channels where transferable, historical records where legally and technically permitted, integrations, staff access, reporting, and resident-facing functionality. The requirement is functional continuity and controlled transition; it does not require use of any particular vendor, platform, or incumbent configuration.

The selected contractor shall complete transition or implementation within thirty (30) calendar days after notice to proceed unless HACL approves another schedule. No production change may be made without HACL authorization, documented testing, rollback procedures, and confirmation of responsible personnel.

3.3 Service Levels and Support
The proposer shall state its service availability commitment, planned-maintenance exclusions, monitoring method, support hours, escalation contacts, and response and restoration targets. At minimum, critical incidents involving service unavailability, failed emergency routing, suspected unauthorized access, or widespread workflow failure shall receive acknowledgment within one (1) hour and continuous commercially reasonable remediation until stabilized. All other support requests shall receive acknowledgment within one (1) business day.

3.4 Security, Privacy, Records, and Accessibility
The contractor shall process only data necessary for the approved workflows; apply least-privilege access and multi-factor authentication; use encryption in transit and at rest where supported; maintain vendor and subprocessors lists; prohibit use of HACL data to train public or shared AI models unless expressly authorized in writing; and notify HACL of any suspected security or privacy incident without unreasonable delay and no later than twenty-four (24) hours after discovery.

The proposal shall identify the categories of data processed, where data is stored, retention periods, model and platform providers, subprocessors, security certifications or independent assessments, backup and recovery controls, and procedures for data export and secure deletion at contract end. HACL retains ownership and control of

HACL data and records, subject to applicable law and third-party platform terms disclosed in the proposal.

The contractor shall support HACL's obligations under applicable records-retention, public-records, civil-rights, language-access, disability-access, call-recording, telecommunications, and privacy requirements. Resident-facing services shall provide reasonable alternatives for persons who cannot or do not wish to use the automated channel.

3.5 Optional Services

Optional modules or professional services may be proposed only when separately described and separately priced. Optional services are not guaranteed and may be ordered only through a written authorization that is within the awarded scope, available funding, and applicable procurement requirements. Fundraising, sponsorship solicitation, marketing campaigns, and event-management services are outside the base scope of this procurement.

4. QUALIFICATIONS

The proposer must demonstrate that it is responsible and capable of performing the complete scope. The following are minimum requirements:
At least two (2) years of organizational or key-personnel experience designing, deploying, or managing AI-assisted voice, messaging, CRM, ticketing, or workflow automation services.
At least one (1) production deployment involving resident, customer, constituent, or public-facing communications. Experience with a housing authority or other public-sector entity is preferred and will be evaluated under the disclosed criteria.

Demonstrated knowledge of maintenance intake and ticketing workflows and the operational distinctions between Public Housing and the Housing Choice Voucher Program.

Demonstrated ability to integrate approved third-party platforms and business systems using APIs, webhooks, secure data exchange, or equivalent methods.
Documented security, privacy, incident-response, business-continuity, and access-control practices appropriate to the proposed solution.

Ability to provide the required insurance, business registrations, certifications, representations, and Federal and State responsibility documentation before contract execution.

Failure to satisfy a stated minimum requirement or submit mandatory documentation may render a proposal non-responsive or the proposer non-responsible, subject to applicable law and HACL's right to waive only minor informalities.

5. PROPOSAL REQUIREMENTS

A. Executive Summary. Describe the firm, proposed solution, key differentiators, and confirmation that the proposer accepts the mandatory scope or clearly identifies each exception.

B. Technical and Operational Approach. Provide a requirement-by-requirement response, solution architecture, workflow approach, human-escalation model, integration method, reporting approach, and list of all proposed platforms and subprocessors.

C. Implementation and Continuity Plan. Provide milestones, responsibilities, testing and acceptance procedures, transition dependencies, rollback procedures, training, and a plan to begin production service within the required timeframe.

D. Experience and References. Provide relevant organizational and key-personnel experience and at least three (3) references for comparable automation, communications, workflow, or public-sector projects. If the firm has fewer than three organizational references, it may identify comparable key-personnel engagements, clearly labeled as such.

E. Security and Data Management. Submit the data inventory, hosting and subprocessor information, security controls, certifications or assessments, incident-response process, retention and deletion practices, and disclosure of any material security incident within the previous three years.

F. Service Levels and Support. State availability commitments, monitoring, support hours, escalation contacts, response and restoration targets, maintenance windows, backup and disaster-recovery approach.

G. Cost Proposal. Complete the Fee Proposal Form. Disclose every fixed, variable, usage-based, implementation, integration, licensing, telephone, messaging, support, travel, optional, and third-party charge. Undisclosed mandatory charges shall not be billable.

H. Required Forms. Submit the completed proposal checklist and all Federal, State, HUD, affirmative-action, ownership, non-collusion, debarment, business-registration, insurance, disclosure, and addenda forms required by this RFP.

I. Exceptions. List every requested exception to the RFP or proposed contract. Silence will be treated as acceptance, subject to HACL's right to negotiate permissible terms with the highest-ranked proposer without altering the fundamental basis of competition.

6. SUBMISSION OF PROPOSALS

Each proposal must be uploaded to the Housing Agency Marketplace eProcurement website by **October 9, 2026 at 10:30 a.m.** with original signatures.

Proposals must be submitted by uploading them to the Housing Agency Marketplace eProcurement website. No faxed or emailed proposals shall be accepted. Respondents must ensure that their proposal is received by the deadline specified above. Proposals received after the deadline for any reason shall not be considered and will be returned to the sender.

7. EVALUATION CRITERIA

A. An evaluation committee designated by HACL will first review submissions for responsiveness and proposer responsibility. Responsive proposals will then be evaluated and documented using the following weighted criteria. The committee may verify references, request non-material written clarifications, and conduct demonstrations or interviews if stated in an addendum or applied consistently to all proposers within the competitive range.

B. The contract shall be awarded by Board resolution to the responsible proposer whose responsive proposal is determined to be most advantageous to HACL, price and other factors considered. HACL will maintain an evaluation record supporting the scoring and award recommendation. HACL reserves the right to reject any or all proposals, waive only minor informalities as permitted by law, cancel the solicitation, or make no award. No proposal may be withdrawn for sixty (60) days after the due date.

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

The contractor and the Housing Authority of the City of Linden (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. 12101* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the 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.

MANDATORY AFFIRMATIVE ACTION LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)
Goods, Professional Service and General Service Contracts

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

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

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

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

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

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

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Executive Director of the Housing Authority of the City of Linden, Division of Contract Compliance and EEO 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

PROPOSAL CHECKLIST

Completion and/or submission of the following items are mandatory:

Item	Read, Initialed and Submitted
Original and Three Copies of Entire Proposal	_____
Support for Qualifications	_____
Support for Evaluation Factors	_____
Acknowledgement of Addenda	_____
Fee Proposal Form	_____
Certification of Non-Debarment	_____
Non-Collusion Affidavit	_____
Statement of Ownership	_____
Affirmative Action Compliance Notice	_____
HUD-5369-C	_____
Disclosure of Investment Activities in Iran	_____
Certification of Non-Involvement in Russia or Belarus	_____
New Jersey Business Registration Certificate	_____
Certificate of Insurance	_____

The undersigned hereby acknowledges that they have completed and/or submitted the above-listed mandatory items. The undersigned also hereby acknowledges that the Housing Authority may, in its discretion, reject any proposal as non-responsive for the failure to include any of the above-listed mandatory items.

Name of Company: _____

Signature of Respondent's Agent: _____

Name and Title of Respondent's Agent: _____

Date: _____

ACKNOWLEDGEMENT OF ADDENDA

The Respondent hereby acknowledges receipt of the following Addenda to the Request for Proposals:

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

_____
Signature of Respondent's Agent

Subscribed and sworn to before me
This _____ day of _____, 20_____

Notary Public of _____
My commission expires _____

_____
Signature of Notary Public

FEE PROPOSAL FORM

The proposer certifies that it has reviewed the complete RFP and that the prices below include all costs necessary to perform the mandatory scope, except charges expressly identified as variable or optional. Attach additional detail when necessary.

A. One-Time Implementation / Transition Fee: $_____

B. Fixed Monthly Management, Support, and Optimization Fee: $_____ per month

C. Included Usage: _____ voice minutes; _____ SMS/MMS messages; _____ email messages; other: _____

D. Voice Usage Above Included Amount: $_____ per minute. State whether carrier, transcription, text-to-speech, and platform charges are included: _____

E. Messaging Usage Above Included Amount: SMS $_____ each; MMS $_____ each; other messaging $_____ each.

F. Required Third-Party Platform or License Charges Not Included Above (identify provider, unit, and price): _____

G. Required Integration Charges: PHA-Web or successor system $_____; CRM/ticketing $_____; other $_____.

H. Training and Documentation: Included / $_____ (circle or explain).

I. Optional Services and Rates (attach itemized schedule):
_____

J. Travel or On-Site Charges, if authorized in advance:
_____

K. Total Evaluated First-Year Price, using HACL's stated evaluation assumptions:
$_____

Evaluation assumptions: [HACL TO INSERT ESTIMATED ANNUAL VOICE MINUTES, MESSAGE VOLUME, NUMBER OF INTEGRATIONS, AND ANY OTHER QUANTITIES USED TO COMPARE PROPOSALS ON AN EQUAL BASIS].

No mandatory fee or charge omitted from this form or the attached price schedule may be invoiced unless added through a lawful written contract modification.

Company: _____ Authorized Representative: _____

Signature: _____ Date: _____

CERTIFICATION REGARDING NON-DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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:

_____ and/or its principals have never, at any time, been suspended
(name of firm)
debarred, declared ineligible, or voluntarily excluded by the Department of Housing and Urban Development, the Department of Justice, the General Services Administration, the Internal Revenue Service, or any other federal agency or the Federal Government, and/or the New Jersey Department of Labor or any other state agency or the State of New Jersey.

_____
Signature of Respondent's Agent

Subscribed and sworn to before me
This _____ day of _____, 20_____

Notary Public of _____
My commission expires _____

_____
Signature of Notary Public

NON-COLLUSION AFFIDAVIT

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 _____
(title or position) (name of firm)
the entity submitting this Proposal for _____, and
(type of services)
that I executed the said Proposal with full authority to do so that said firm 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 Housing Authority of the City of Linden relies upon the truth of the statements contained in said Proposal 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 _____.

_____
Signature of Respondent's Agent

Subscribed and sworn to before me
This _____ day of _____, 20_____

Notary Public of _____
My commission expires _____

_____
Signature of Notary Public

STATEMENT OF OWNERSHIP

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 ☐Limited Liability Company ☐Corporation ☐Sole Proprietorship
☐Limited Partnership ☐Limited Liability Partnership ☐Subchapter S Corporation

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

Stockholders:

Name: _____
Home Address: _____
_____
% of Ownership: _____

Name: _____
Home Address: _____
_____
% of Ownership: _____

Name: _____
Home Address: _____
_____
% of Ownership: _____

Name: _____
Home Address: _____
_____
% of Ownership: _____

_____
Signature of Respondent's Agent

Subscribed and sworn to before me
This _____ day of _____, 20_____

Notary Public of _____
My commission expires _____

_____
Signature of Notary Public

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 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 successor vendor(s) must submit the copies of the AA 302 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 vender.

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.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____TITLE: _____

DATE: _____

Instructions to Offerors Non-Construction

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


- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

(1) signing and returning the amendment;
(2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
(3) letter or telegram, or
(4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

(1) Have adequate financial resources to perform the contract, or the ability to obtain them;
(2) Have a satisfactory performance record;
(3) Have a satisfactory record of integrity and business ethics;
(4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
(5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/HUD that the late receipt was due solely to mishandling by the HA/HUD after receipt at the HA;
(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
(4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may
(1) reject any or all offers if such action is in the HA's interest,
(2) accept other than the lowest offer,
(3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

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)

[ ] Black Americans [ ] Asian Pacific Americans
[ ] Hispanic Americans [ ] Asian Indian Americans
[ ] Native Americans [ ] 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)(l) 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)(l) 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)(l) through (a)(3) above; and

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

Signature & Date:

Typed or Printed Name:

Title:

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

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

CHECK THE APPROPRIATE BOX

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

OR

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

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date _____

**Attach Additional Sheets If Necessary.*

CERTIFICATION

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

_____ _____
Signature Date

_____
Print Name and Title

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3

CONTRACT / BID SOLICITATION TITLE _____

CONTRACT / BID SOLICITATION No. _____

CHECK THE APPROPRIATE BOX

☐ I, the undersigned , am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3,[1] section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

☐ I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

_____
_____
_____
_____
_____
_____

Attach Additional Sheets If Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

_____ _____
Signature of Authorized Representative Date

_____
Print Name and Title of Authorized Representative

_____
Vendor Name

[1] Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

FORM OF CONTRACT

THIS AGREEMENT made on _____, by and between the **HOUSING AUTHORITY OF THE CITY OF LINDEN**, 1601 Dill Avenue, Linden, New Jersey 07036 (hereinafter called the "HOUSING AUTHORITY") and [**name**], [address] (hereinafter called the "CONSULTANT").

WITNESSETH, that the Housing Authority and the Consultant, for the consideration stated herein, agree as follows:

ARTICLE 1: Scope of Services. The Consultant shall provide all expertise, personnel, technology management, integration, support, training, documentation, security practices, and other resources required by HACL's RFP for AI Automation, Resident Communication & Operational Support Services, the Consultant's accepted proposal, and any written clarification incorporated into the award. The order of precedence shall be: executed contract and amendments; HACL addenda; RFP; accepted proposal, except that an expressly accepted proposal provision may supplement but shall not reduce a mandatory RFP requirement. Services shall comply with applicable Federal, State, and local requirements, including 2 C.F.R. Part 200 when Federal funds are used and applicable HUD procurement and program requirements.

ARTICLE 2: Qualifications. The Consultant represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the services described herein in a competent and professional manner.

ARTICLE 3: Agreement Term. This Agreement shall commence on _____***, 20*** and shall remain in effect for a term of one (1) year unless earlier terminated in accordance with the provisions of this Agreement.

Any renewal or extension of this Agreement shall be subject to the Housing Authority's sole discretion, applicable procurement requirements, and mutual written agreement of the parties.

ARTICLE 4: Compensation. The Consultant shall be compensated in accordance with the fee schedule contained in its accepted proposal. Invoices shall be submitted monthly and shall include a detailed description of services rendered during the billing period. All payments are subject to the availability of funds and approval by the Housing Authority's Executive Director or designee.

ARTICLE 5: Insurance. The Consultant shall obtain and maintain adequate insurance coverage throughout the term of this Agreement, which shall meet the following minimum requirements:

Insurance limits and forms shall be determined by HACL's QPA, risk manager, and legal counsel before publication or award based on the final data flows and risk allocation. Remote performance or use of third-party platforms does not, by itself, eliminate the Consultant's responsibility for acts, omissions, access controls, configuration, incident reporting, or subcontractor and subprocessor management.

1. **Professional Liability (Errors & Omissions)** – Not less than $1,000,000 per occurrence and $2,000,000 aggregate.
2. **Cyber Liability – Not less than $1,000,000 per claim and aggregate, unless HACL's QPA, risk manager, and legal counsel approve a different requirement in writing before award.**
3. **General Liability** – Required only if onsite services are performed ($500,000 per occurrence minimum).
4. **Worker's Compensation** – Required only if the Consultant employs personnel subject to the New Jersey Worker's Compensation Act.

Certificates of Insurance shall be furnished to HACL prior to execution and upon any renewal thereof

The Housing Authority shall be notified in writing at least thirty (30) days prior to any change in or cancellation of insurance coverage.

ARTICLE 6: Indemnification. The Consultant shall indemnify and hold harmless the Housing Authority and its Board, Commissioners, officers, directors, and employees from and against any and all claims, suits, actions, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the Consultant's performance under this Contract.

ARTICLE 7: Subcontractors and Subprocessors. The Consultant remains fully responsible for all services. No material subcontractor or data-processing subprocessor may be added or replaced without prior written notice to and approval by HACL when approval is required by the contract. The proposal must identify all proposed subcontractors, hosting providers, AI providers, telecommunications providers, CRM platforms, and other material subprocessors and describe their functions and data access. Approval does not relieve the Consultant of responsibility for performance, security, confidentiality, records, or compliance.

ARTICLE 8: Independent Contractor Relationship. The Consultant is, and shall be, in the performance of its obligations under this Agreement, an independent contractor, and not an employee, agent or servant of the Housing Authority. All persons engaged in any of the services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant's sole direction, supervision and control.

ARTICLE 9: Termination for Convenience. The Housing Authority may terminate this Agreement, in whole or in part, by delivering to the Consultant written notice four (4) weeks prior to any effective termination date. The Notice of Termination shall specify: 1) that the termination is for the convenience of the Housing Authority; 2) the extent of the termination; and 3) the effective date of the termination. In the event of a termination for convenience hereunder, the Housing Authority shall pay the Consultant for services rendered through the date of termination.

ARTICLE 10: Termination by Default. This Contract may be terminated if there has been a material default in the performance or observance of any term or condition herein by the Consultant. The failure to perform any of the following shall constitute an event of default: 1) failure to satisfactorily and timely perform any or all of the services specified herein; 2) discontinuation of services without authorization or justification; 3) failure to maintain adequate

insurance coverage; 4) failure to comply with applicable legal requirements; and 5) suspension from participation in any federal or state government programs. The Housing Authority may, in its discretion, elect not to declare a default or to terminate the contract, but such election shall not constitute a waiver by the Housing Authority of its right to pursue any or all available legal remedies, nor shall Consultant be relieved of any of its responsibilities, duties or obligations under this Contract.

ARTICLE 11: Prevailing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without reference to choose of law principles. Any and all disputes arising out of or related to this Agreement, or the services provided hereunder must be brought in the Superior Court of New Jersey, Union County.

ARTICLE 12: Non-Debarment. By execution of this Agreement, the Consultant certifies that it is not currently debarred by the Federal government, including the U.S. Department of Housing and Urban Development or any other Federal agency, the State of New Jersey, or any State agency.

ARTICLE 13: Confidentiality, Data, and Records. The Consultant shall use HACL information only to perform the contract and shall protect it using the controls stated in the RFP and accepted proposal. HACL retains ownership and control of HACL data, prompts and workflows developed specifically with HACL funds, call and message records, reports, and configuration documentation, subject to applicable law and disclosed third-party platform rights. The Consultant shall not use HACL data to train public or shared AI models without HACL's prior written authorization. Upon request or contract end, the Consultant shall provide a commercially reasonable export of HACL records and configuration documentation and securely delete remaining HACL data when legally and technically permitted. Records shall be retained and produced in accordance with applicable HACL retention and public-records requirements.

ARTICLE 14: Non-Discrimination. The Consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, handicap, marital status, age, national origin or status as a veteran of the United States military, and to take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

ARTICLE 15: Conflicts of Interest. The Consultant represents that it does not presently have any interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under this Agreement.

ARTICLE 16: Assignment. The Consultant shall not assign, transfer, convey, or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same of any part thereof without the prior written consent of the Housing Authority. Any purported assignment without the prior written consent of the Housing Authority shall be void and unenforceable.

ARTICLE 17: Severability. If this Agreement contains any provision found to be unlawful by a court of competent jurisdiction, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 18: Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

ARTICLE 19: Integration. This Agreement and the Housing Authority's Request for Proposals shall constitute the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto.

ARTICLE 20: Subsequent Modification. This Agreement may not be changed or modified except by written agreement specifically referencing this Agreement and executed by each of the parties hereto.

ARTICLE 21: Effect of Headings and Titles. The headings and titles used in this Agreement are solely for convenience of reference and shall not affect its interpretation or construction.

ARTICLE 22: No Interpretation Against Draftsman. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

DATA HANDLING, SECURITY, AND PLATFORM COMPLIANCE SCHEDULE

(Applicable to AI & Automation Services – Housing Authority of the City of Linden)

1. Purpose

This Schedule documents the Consultant's handling of HACL information through approved platforms and establishes minimum security, privacy, incident-response, retention, and subprocessor obligations. It does not characterize the engagement as "non-data handling" when the Consultant or its platforms process HACL records.

2. Scope of Work and Data Classification

The Consultant may process only the data elements necessary for HACL-approved workflows. Before production use, the parties shall approve a data inventory identifying each data category, purpose, platform, storage location, authorized users, retention period, and subprocessor.

Unless HACL expressly authorizes otherwise in writing following security and legal review, the solution shall not ingest Social Security numbers, financial-account data, full birthdates, medical records, income-verification documents, authentication secrets, or other sensitive personally identifiable information not required for the approved workflow.

3. Security and Access Controls

The Consultant agrees to:

- Use unique credentials and multi-factor authentication for platform access;
- Restrict administrative privileges to essential personnel.
- Prevent any local or offline copies of HACL data; and
- Report any suspected unauthorized access or system anomaly to HACL within 24 hours of discovery.

4. Platform and Subprocessor Disclosure

By signing this Attestation, the Consultant certifies that:

5. Cyber Liability and Risk Allocation

The Consultant shall maintain the insurance required by the Contract. Any variance must be approved in writing by HACL's QPA, risk manager, and legal counsel before award.

6. Certification and Signature

By signing below, the Consultant certifies that the disclosed data flows, platforms, subprocessors, controls, and representations are complete and accurate as of the date signed and agrees to notify HACL before any material change.

Consultant / Company Name: _____

Authorized Representative (Print): _____

Title: _____

Signature: _____

Date: _____

State of _____ }

County of _____ }

Subscribed and sworn before me this _____ day of _____, 20____

My Commission Expires: _____

_____

Notary Public Signature & Seal

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the date and year first written above.

Housing Authority of the City of Linden

Dated: _____

_____

Dr. Marlene Berghammer
Executive Director

[Consultant]

Dated: _____ _____

[name], [title]