



REQUEST FOR BIDS

***Specifications and Contract Documents
For***

***ROUTINE PLUMBING MAINTENANCE SERVICE & REPAIRS
ON AN AS NEEDED BASIS
and
WHEN NECESSARY,
ALTERATION OR REPLACEMENT OF EXISTING SYSTEMS***

***For Buildings Owned and/or Managed by the
Housing Authority of Bergen County***

***For Bid Information
Jerry Volpe, QPA
Phone: 973-464-6800
volpe@habcnj.org***

***For Site Information
See attached Contact List***

SEPTEMBER 2020

ATTENTION ALL BIDDERS

During the COVID-19 pandemic, while the statewide 'State of Emergency' declaration is still in effect, all bid packets will only be available electronically on Vendor Registry. Hard copies of bid documents will not be available from the main office or any other physical location. Vendors who wish to obtain bid documents and participate in the bid process will be required to be registered vendors with Vendor Registry. Once registered, a vendor will be able to download and complete all documents as required and submit their bid electronically no later than the due date and time outlined in the bid documents.

Additionally, a hard copy of each bid must also be mailed on original forms made available, in a sealed envelope no later than the due date and time outlined in the bid documents.

1. addressed to the Purchasing Department as noted below
2. bearing the name and address of the bidder on the outside
3. clearly marked "BID" with the name of the item(s) being bid

HABC PURCHASING DEPT. c/o GFA, LLC
576 Valley Road
Suite 242
Wayne, NJ 07470

It should be noted that electronic bid submissions will be kept locked and will only be made accessible to the Authority's contracting officer on the prescribed bid opening date and time herein noted. Additionally, all hard copies mailed to the above address shall be kept sealed, and will be publicly opened on the bid opening date and time using virtual teleconferencing which can be accessed by logging in to zoom at: <https://zoom.us/j/4748060695>.

These instructions shall supersede all other references in the specifications which may provide for a different means of obtaining bid documents or submitting your bid.

HOUSING AUTHORITY OF BERGEN COUNTY

 CONTENTS OF BID PACKAGE Form PD002 (Revised 11.13.2014)	HOUSING AUTHORITY OF BERGEN COUNTY	BID NUMBER:	HABC 2020.09.09	
	INVITATION TO BID	DESCRIPTION OF SERVICES		
	Direct Questions concerning this Bid to: JERRY VOLPE, QPA PHONE: 201-336-7624 VOLPE@HABCNJ.ORG	PLUMBING MAINTENANCE, SERVICE & REPAIRS		
		CONTRACT TERM 2 YEARS	BEGINNING 10/1/2020	ENDING 9/31/2022

CONTENTS OF BID PACKAGE

#		NAME OF DOCUMENT
1		PUBLIC ADVERTISEMENT FOR INVITATION FOR BID (FROM THE RECORD, SEPTEMBER 9, 2020) MADE A PART OF THESE
2	X	SPECIFICATIONS
3		BID DOCUMENT SUBMISSION CHECKLIST
4	X	SPECIFICATIONS HABC 2020.09.09 DATED SEPTEMBER 2020 AS PREPARED BY THE HOUSING AUTHORITY OF BERGEN COUNTY
5	X	BID FORM(S)
6	X	BIDDER'S AFFIDAVIT
7	X	AFFIDAVIT OF NON-DEFAULT
8	X	NON-COLLUSION AFFIDAVIT (MUST BE NOTARIZED)
9	X	STOCKHOLDER DISCLOSURE CERTIFICATION
10	X	AFFIRMATIVE ACTION AFFIDAVIT AND REGULATIONS (MUST BE NOTARIZED)
11		AFFIDAVIT FOR MINORITY BUSINESS ENTERPRISE (MUST BE NOTARIZED)
12	X	GENERAL CONTRACTOR AND SUBCONTRACTOR QUALIFICATION QUESTIONNAIRE (2 PAGE NARRATIVE INSTRUCTIONS)
13	X	GENERAL CONTRACTOR QUALIFICATION QUESTIONNAIRE (8 PAGES)
14	X	SUB-CONTRACTOR QUALIFICATION QUESTIONNAIRE (8 PAGES) **FOR EACH SUB-CONTRACTOR TO BE USED**
15		REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS TO BIDDERS (Form HUD 5369-A)
16		INTENTIONALLY LEFT BLANK
17		INTENTIONALLY LEFT BLANK
18		INSTRUCTIONS TO BIDDERS FOR CONTRACTS FOR PUBLIC HOUSING PROGRAMS (Form HUD 5369)
19		STANDARD TERMS AND CONDITIONS
20		INTENTIONALLY LEFT BLANK
21	X	INTENTIONALLY LEFT BLANK
22	X	STATEMENT OF COMPLIANCE WITH HUD DETERMINED PREVAILING WAGE RATES IN EFFECT ON BID OPENING DATE PUBLIC WORKS CONTRACTOR REGISTRATION ACT CERTIFICATE (TO BE SUBMITTED BY CONTRACTOR AND EACH SUB- CONTRACTOR USED)
23	X	CONTRACTOR USED)
24	X	REFERENCES ATTACHMENT
25	X	CONTRACTOR & SUB-CONTRACTOR QUALIFICATIONS AND LICENSING REQUIREMENTS
26		NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (TO BE SUBMITTED BY CONTRACTOR AND EACH SUB-CONTRACTOR USED)
27		INTENTIONALLY LEFT BLANK
28		HUD DETERMINED PREVAILING WAGE RATES
29	X	INTENTIONALLY LEFT BLANK
30	X	ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA
31	X	CONFLICT OF INTEREST & POLITICAL CONTRIBUTION DISCLOSURE FORM
32	X	SECTION 3 REQUIREMENTS AND CERTIFICATION OF CONFORMITY
33	X	W-9 FORM (REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION) DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

**BIDDERS PLEASE NOTE: ALL ITEMS PRECEDED BY AN "X" MUST BE RETURNED IN YOUR BID PACKAGE.
FAILURE TO INCLUDE ANY OF THESE ITEMS MAY DISQUALIFY YOU AS A BIDDER**

PRE-BID MEETING: NONE SCHEDULED

BID OPENING DATE: 11:00 AM ON FRIDAY, SEPTEMBER 25, 2020

HOUSING AUTHORITY OF BERGEN COUNTY

 BID DOCUMENT SUBMISSION CHECKLIST Form PD003 <small>(Revised 11.13.2014)</small>	HOUSING AUTHORITY OF BERGEN COUNTY	BID NUMBER:	HABC 2020.09.09	
	INVITATION TO BID		DESCRIPTION OF SERVICES	
	<i>Direct Questions concerning this RFP/Bid to:</i> JERRY VOLPE, QPA PHONE: 973-464-6800 VOLPE@HABCNJ.ORG		PLUMBING MAINTNANCE, SERVICE & REPAIRS	
		CONTRACT TERM 2 YEARS	BEGINNING 10/1/2020	ENDING 9/31/2022

BID DOCUMENT SUBMISSION CHECKLIST ---Page 1

Failure to submit the following documents is a mandatory cause for the bid to be rejected (N.J.S.A. 40A:11-23.2)

	DOCUMENT NAME REQUIRED WITH SUBMISSION OF BID	INITIAL EACH ITEM SUBMITTED
X	STOCKHOLDER DISCLOSURE CERTIFICATION, PURSUANT TO N.J.S.A. 52:25-24.2 (P.L. 1977, c33)	
X	INTENTIONALLY LEFT BLANK	
X	INTENTIONALLY LEFT BLANK	
X	A LISTING OF ALL SUB-CONTRACTORS AS REQUIRED BY N.J.S.A. 11-16, INCLUDING SUB-CONTRACTOR QUALIFICATION QUESTIONNAIRE (8 PAGE) FOR EACH SUB-CONTRACTOR USED	
X	ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA (AS APPLICABLE) OF ANY NOTICE, REVISION OR ADDENDA TO AN ADVERTISEMENT, SPECIFICATION OR BID DOCUMENT	

Failure to submit the following documents may be cause for the bid to be rejected (N.J.S.A. 40A:11-23.1b)

	DOCUMENT NAME REQUIRED WITH SUBMISSION OF BID	INITIAL EACH ITEM SUBMITTED
X	BID FORM(S)	
X	NON-COLLUSION AFFIDAVIT	
X	BIDDER'S AFFIDAVIT	
X	AFFIDAVIT OF NON-DEFAULT	
X	AFFIRMATIVE ACTION AFFIDAVIT AND REGULATIONS	
X	AFFIDAVIT FOR AFFIRMATIVE ACTION PLAN	
X	AFFIDAVIT FOR MINORITY BUSINESS ENTERPRISE	
X	GENERAL CONTRACTOR QUALIFICATIO QUESTIONNAIRE	
X	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS TO BIDDERS	
X	STATEMENT OF COMPLIANCE WITH HUD DETERMINED PREVAILING WAGE RATES	
X	REFERENCES ATTACHMENT	
X	CONTRACTOR & SUB-CONTRACTOR QUALIFICATIONS, LICENSING REQUIREMENTS, INCLUDING PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE	
X	BUSINESS REGISTRATION CERTIFICATE, PURSUANT TO P.L. 2004, c57 (MUST BE SUBMITTED FOR THE CONTRACTOR AND EACH SUB-CONTRACTOR USED)	
X	CONFLICT OF INTEREST & POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION	
X	W-9 FORM (REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION)	
X	SECTION 3 REQUIREMENTS & CERTIFICATION OF CONFORMITY	
X	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	

See Specs for additional Documents that may be required.

HOUSING AUTHORITY OF BERGEN COUNTY

BID DOCUMENT SUBMISSION CHECKLIST --- Page 2

TO BE COMPLETED BY RESPONDENT

Please Type or Print in Ink

Firm Name and Address:

Federal Taxpayer ID Number

Telephone Number (24 hour #)

E-Mail Address

Fax Number

Signature of the Respondent attests that the Respondent has read, understands and agrees to all terms, conditions, plans and specifications set forth in this Invitation for Bid, including all addenda

ORIGINAL Signature of Respondent

PRINT/ TYPE NAME & TITLE

DATE

HOUSING AUTHORITY OF BERGEN COUNTY

NOTICE TO BIDDERS

Sealed bids will be received by GFA, LLC, on behalf of the Housing Authority of Bergen County on Friday, Sept 25, 2020 at 11:00 a.m. prevailing time at GFA, LLC's main office. Bids are to be submitted to HABC care of GFA, LLC. 576 Valley Road, Suite 242, Wayne NJ 07470 for: **ROUTINE PLUMBING MAINTENANCE SERVICE & REPAIRS ON AN AS NEEDED BASIS and WHEN NECESSARY, ALTERATION OR REPLACEMENT OF EXISTING SYSTEMS** accordance with specifications HABC 2020.09.09 dated September 25, 2020.

The contract shall be for a period of 24 months from the date of award, with the option of renewing for an additional 12 months. All multi-year contracts (if any) shall be subject to fund availability on a yearly basis and the contractor must agree to the extension. The Housing Authority of Bergen County reserves the right to delete sections of the work from the Contract after the award of the bid has been made, due to funding or other reasons. The prices bid for the various items and/or services shall not be adjusted due to the deflection of any work or due to the variation of any quantity for the various items and/or services scheduled in the bid. The Housing Authority of Bergen County reserves the right to modify the locations & quantities at the unit price.

The bid opening will be held at 11:00 a.m. (prevailing time) on Friday, September 25, 2020, at which time they will be opened and publicly read via zoom as listed below. LATE BIDS WILL NOT BE ACCEPTED. PHOTOCOPIES OR FACSIMILIES OF THE BID DOCUMENTS WILL NOT BE ACCEPTED IN LIEU OF THE ORIGINALS.

During the COVID-19 pandemic, while the statewide 'State of Emergency' declaration is still in effect, all bid packets will only be available electronically on "Vendor Registry" and can register on the following link:

<https://vrapp.vendorregistry.com/Vendor/Register/Index/bergen-county-housing-authority-nj-vendor-registration>

Once registered, a vendor will be able to download any open and available bid on the following link:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=ae35e3d1-5079-4fe0-9688-0d6422c5d4bf>

All documents must be completed as required and vendor must submit their bid electronically no later than the due date and time outlined in the bid documents.

Additionally, pursuant to N.J.S.A. 40A: 11-23 a hard copy of each bid must also be mailed on original forms made available, in a sealed envelope no later than the due date and time outlined in the bid documents.

- 1) addressed and mailed to the HABC Purchasing Department as noted below
- 2) bearing the name and address of the bidder on the outside
- 3) clearly marked "BID" with the name of the item(s) being bid

HABC PURCHASING DEPT. c/o GFA, LLC
576 Valley Road
Suite 242
Wayne, NJ 07470

It should be noted that electronic bid submissions will be kept locked and will only be made accessible to the Authority's Qualified Purchasing Agent on the prescribed bid opening date and time herein noted. Additionally, all hard copies mailed to the above address shall be kept sealed, and will be received and publicly opened on the bid opening date and time in the conference room of GFA, LLC using virtual teleconferencing which can be accessed by logging in to zoom in the following manner:

HOUSING AUTHORITY OF BERGEN COUNTY

For Publication: September 9, 2020

Join Zoom Meeting:

Time: Friday, Sept 25, 2020 at 11:00 AM Eastern Time (US and Canada)

<https://us04web.zoom.us/j/74842806292?pwd=RzdKTHZmRFRxZ0UySFliVkJlSQWlkdz09>

Meeting ID: 992 776 9002 Password: HABC0828

Individuals lacking resources or know-how for technological access to the bid documents should contact Jerry Volpe, the Authority's Qualified Purchasing Agent for assistance in accessing plans and bid documents by calling 1-973-464-6800 or by emailing him at volpe@habcnj.org. Further, those individuals who have no capacity to access computer or mobile devices may obtain detailed Agent at the above referenced phone number and email address.

A certified check or bank draft payable to the Housing Authority of Bergen County or a Bid Bond in the amount of not less than ten percent (10%) of the bid amount not to exceed \$20,000.00 shall be submitted with each re-bid. Each re-bid shall be accompanied by a Consent of Surety Guarantee that if a contract is awarded, the bidder shall enter into a contract and shall furnish a Performance Bond and a Material and Labor Payment Bond for One Hundred percent (100%) of the contract price.

THE SURETY COMPANY WHERE BONDING IS OBTAINED MUST BE LICENSED IN THE STATE OF NEW JERSEY AND APPEAR IN THE MOST CURRENT DEPARTMENT OF THE TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570).

Prospective bidders are strongly urged to visit the sites prior to submitting a re-bid. Failure to do so will not waive the contractor of their responsibility.

The successful bidder shall be required to comply with the provisions of the New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1963, Section 3 of the Housing and Urban Development Act of 1968, as amended, as well as the requirements of P.L. 1975C.127 regarding Affirmative Action, Executive Order 11246 regarding Equal Employment Opportunity.

The Housing Authority of Bergen County reserves the right to reject any or all re-bids, waive any informalities in the bidding, sever or make awards of all or parts of any re-bids to one or more bidders. No re-bid shall be withdrawn for a period of sixty (60) days subsequent to the re-bid opening date without the consent of the Housing Authority of Bergen County.

Lynn Bartlett
Executive Director
Housing Authority of Bergen County

By: Jerry Volpe
Qualified Purchasing Agent

HOUSING AUTHORITY OF BERGEN COUNTY

INFORMATION TO BIDDERS

CONTRACT PERIOD

The Contract will be for **24 MONTHS beginning on October 1, 2020 and expiring on September 30, 2020**. The Housing Authority of Bergen County reserves the right at its sole discretion, to extend the contract for an additional 12 months beyond the original contract period. The contractor must agree to the extension.

INTENT

The purpose of this solicitation is to provide the Housing Authority of Bergen County with **routine plumbing maintenance service and repairs on an as needed basis in all buildings owned and/or managed by the Authority, and when necessary, alteration or replacement work for existing plumbing systems.**

CONDITIONS

It is the obligation of the Bidder/Contractor to make his/her own investigation of all Building conditions prior to submitting their bid.

QUOTATIONS AND BIDS

The Housing Authority of Bergen County is exempt from any local, state or federal sales use or excise tax. The Authority will not pay service charges such as interest or late fees.

GENERAL INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF BIDDERS

Prequalification of bidders will not be required but when requested the bidder shall furnish satisfactory evidence of sufficient experience, financial ability, plant and equipment to perform the work.

2. SUBMISSION OF BIDS

- A. Sealed bids shall be received in accordance with the public advertisement, as required by law; a copy of said notice is being attached hereto and made a part of these specifications.

Each bid is to be submitted on the bid forms attached, in a sealed envelope addressed to:

**GFA, LLC
576 Valley Road
Suite 242
Wayne, NJ 07470**

and bearing the name and address of the bidder on the outside, and clearly marked "BID" with the name of the item(s) being bid. Bid submitted on forms other than herewith provided will be rejected.

- A. It is the bidder's responsibility to see that bids are presented to the Authority's Purchasing Department on the hour and at the place designated (at the address shown above). Bids will not be accepted after the designated time and date.
- B. The Housing Authority of Bergen County reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.

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3. BID GUARANTEE, CONCENT OF SURETY AND PERFORMANCE BOND

NONE REQUIRED FOR CONTRACT

4. QUOTATIONS AND BIDS

1. The Housing Authority of Bergen County is exempt from any local, state or federal sales, use or excise tax.
2. Bids must be signed in ink by the bidder; all quotations shall be made with a typewriter or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.
3. Failure to sign all documents and provide all information in the bid may result in the bid being rejected.
4. After award of the contract and without invalidating the contract, the Housing Authority of Bergen County may order extra items or make changes by altering, adding to or deducting from the items, with the contract sum being adjusted accordingly. Materials and workmanship for additional items shall conform to that in the original specification. No extra items or changes shall be made unless in pursuance of a written order from the Purchasing Agent, and no claim for an addition or credit to the contract sum shall be valid unless so ordered.
5. The Housing Authority of Bergen County shall at its sole discretion and option, request a three-price quote for any item in this contract, for the purpose of determining the reasonableness of the price proposal.
6. The Housing Authority of Bergen County may at its sole discretion and option, request a price proposal for any items not part of the scope of work and this contract, and shall procure the services of the vendor who submits the best and most advantageous price proposal to the Authority.
7. Insert prices for furnishing all of the services described. Prices shall be net including all transportation charges fully prepaid by the contractor F.O.B. destination as designated by the Housing Authority of Bergen County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendor's convenience when a single shipment is ordered.
8. Carelessness in quoting prices or in preparation of the bid will not relieve the bidder from performance of the services required by these bid documents.
9. The inability of any bidder to quote on all items listed in this solicitation will not preclude consideration of his/her bid.
10. Bidders shall submit net prices with all discounts taken into consideration and total lump sum for all items they are eligible or interested in bidding upon. Prices quoted shall be net with all discounts deducted and subject only to cash discounts for prompt payment of invoice.
11. In accordance with advertisement, bids will be received for the performance of the project, the designation of which is stated in the advertisement. Bids are requested on the items stated in the bid form for the project. The prices bid shall cover all costs of any nature, incident to and growing out of the work. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation, travel time, and all else necessary to perform and complete the project in the manner and within the time required, all incidental expenses in connection therewith, all cost on account of loss by damage or destruction of the project and any additional expenses, for unforeseen difficulties encountered, for settlement of damages, and for replacement of defective work and materials, conditions, limitations or provisos attached by the bidder to the bid may be cause for rejection.
12. When an error is made in calculating the total bid amounts, the line item unit bid price will govern. No price escalation will be permitted after quote has been submitted.
13. No bidder will be allowed to offer more than one price on the items requested even though he may feel that he has two or more types that will meet specifications. Bidders must determine for themselves which to offer. If said bidder should submit more than one price on said item in same bid, all prices for that item may be rejected at the discretion of the Housing Authority of Bergen County.
14. Any bidder may withdraw his/her bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60-day period after the bids are received.
15. All forms shall be completed and attached to the bid.

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16. Before submitting his/her bid, the bidder shall be familiar with the plans, specifications and other documents that will form parts of the contract, shall have investigated in detail the site of the project and shall have made such examination thereof as may be necessary to satisfy him/herself in regards to the character and amount of work involved. He/she shall have satisfied him/herself also that he can secure the necessary labor and equipment, and that the materials he proposes to use will comply with the requirements therefore and can be obtained by him/her in the quantities and at the time required.

5. CHANGE ORDERS

The quantities of equipment, services and supplies as required by these specifications are based on current needs and estimated projections. If requirements change and funds become available, the Housing Authority of Bergen County reserves the right to issue change orders increasing or decreasing the estimated quantities as stated. This right will not expire during the life of the contract.

6. INTERPRETATION AND ADDENDA

The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Authority. The bidder accepts the obligation to become familiar with these specifications.

Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Contracting Officer of the Authority. In the event the bidder fails to notify the Authority of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

- A) No oral interpretation shall be made to any bidder as to the meaning of any of the contract documents or be effective to modify any of the provisions of the specifications and contract documents.
- B) Each and every request for an interpretation shall be e-mailed to Jerry Volpe at volpe@habcnj.org.
- C) Any interpretations of these bid specifications and any supplemental instructions will be in the form of a written addendum which will be forwarded to all prospective bidders on record by Certified Mail not later than five (5) working days prior to the date fixed for the opening of bids. Failure of any bidder to receive addenda shall not relieve the bidder from any obligation under its bid submitted.
- D) All addenda issued prior to date of receipt of bids shall become part of the contract documents and included in bid prices.
- E) Bidders are required to complete, when appropriate, the form acknowledging receipt of changes to bid documents.
- F) The Housing Authority of Bergen County's interpretation of the meaning and intent of these bid documents and the contract shall be final and conclusive.
- G) In case of any discrepancy between any of these items, the one with more specific language takes precedence over any with general language, and the one that is more stringent takes precedence over the one that is less stringent.

7. BRAND NAMES, STANDARDS OF QUALITY, PATENTS

- a) Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with prevailing statutes.
- b) Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the bid form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the bid be delivered.
- c) The Housing Authority of Bergen County reserves the right to evaluate the equivalency of the product, which, in its deliberations, meets the intentions of the Housing Authority of Bergen County.
- d) The contractor shall hold and save harmless the Housing Authority of Bergen County, its officers, agents,

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servants and employees from any liability of any nature and kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

- e) Wherever practical and economical to the Housing Authority of Bergen County, it is desired that recycled or recyclable products be used. Please indicate when recycled products are being offered.

8. AWARD OF BID

- a) The Housing Authority of Bergen County reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the Housing Authority of Bergen County to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure or irregular may be rejected; any bid having erasures or corrections in the price sheet may be rejected; any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.
- b) The Housing Authority of Bergen County further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the Authority's opinion is in its' best interest. Without limiting the generality of the foregoing, the Housing Authority of Bergen County reserves the right to award a contract based on either option that may be described in the bid or based on any combination thereof. **The Authority also reserves the right to reject the bid of any respondent who has previously failed to perform properly, or to complete on time any contract work of a similar nature or who is not in a position to perform the contract.**
- c) The Housing Authority of Bergen County reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- d) The Housing Authority of Bergen County reserves the right to award multiple contracts, both to the lowest responsive and responsible bidder as the Primary contractor and to the second lowest responsive and responsible bidder as the Secondary contractor. In the event of the inability or failure of the primary contractor to respond to a request for emergency service within the specified time, the secondary contractor will be notified of the request for service.
- e) Should the bidder, to whom the contract is awarded, fail to enter into a contract, the Housing Authority of Bergen County may then, at its option, accept the bid of the next lowest responsible bidder.
- f) **The effective period of this contract will be for a period of twenty four (24) months beginning on October 1, 2020 and expiring on September 30, 2022, unless otherwise noted in the specifications.** Continuation of the terms of this contract beyond the fiscal year is contingent on availability of sufficient funds in the following year's budget. In the event of unavailability of such funds, the Authority reserves the right to cancel the contract. The Authority, at its sole discretion shall have the option to extend the contract for one (1) additional year upon expiration of the original contract term. Such contract extension must first be agreed to in writing by both the Authority and the contractor.
- g) government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.

9. NEW JERSEY PREVAILING WAGE ACT (P.L. 1963 C. 150 AS AMENDED)

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:50-6.1(c). additional information is available at:

www.state.nj.us/labor/lssc/lspubcon.html

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10. NON-COLUSION AFFIDAVIT

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the bid.

11. NON-DISCRIMINATION

There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this bid, or against any applicant to such employment because of race, creed, color, national origin or ancestry, sexual or affectional preference or handicap. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship. The contractor shall insert a similar provision in all subcontractors for services to be covered by any contract resulting from this bid.

12. REQUIRED AFFIRMATIVE ACTION EVIDENCE

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIED WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127, AS AMENDED FROM TIME TO TIME, AND THE AMERICANS WITH DISABILITIES ACT.

a) Procurement, Professional and Service Contract

All successful vendors must submit within seven days of the notice of intent to award or the signing of the contract one of the following:

- 1) A photocopy of their Federal Letter of Affirmative Action Plan Approval, or
- 2) A photocopy of their Certificate of Employee Information Report, or
- 3) A completed Affirmative Action Employee Information Report (AA302 – Available upon request)

b) Construction Contracts

All successful contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201 – available upon request) for any contract award that meets or exceeds the bidding threshold.

13. WORKER AND COMMUNITY RIGHT TO KNOW

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the Housing Authority of Bergen County to assure that every container bears a proper label 315 “Worker and Community Right to Know Act”, subsection b, section 14. Further, all applicable Material Safety Data Sheets (MSDS) a.k.a. hazardous substance fact sheet, must be furnished to the Housing Authority of Bergen County.

14. STATEMENT OF CORPORATE OWNERSHIP DISCLOSURE

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the Authority a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own 10% or greater interest in the corporation or partnership, the stockholders holding 10% or more of that corporation’s stock, or

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the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid proposal.

15. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

16. INSURANCE REQUIREMENTS

- a) The Bidder/Contractor must secure and maintain the following coverage during the term of this contract (unless an exception is provided herein):

INSURANCE COVERAGE REQUIREMENTS

1. **Commercial General Liability**

Insurance naming the Housing Authority of Bergen and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2,000,000
Products/Completed Operations Aggregate:	\$1,000,000
Personal Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

2. **Automobile Liability**

Insurance with limits of not less than \$1,000,000 for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos as each may be applicable.

3. **Workers Compensation and Employers' Liability**

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1,000,000 per accident. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

4. **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement expiration, termination or cancellation.

- b) Within 48 hours of the Award Resolution, the Bidder/Contractor shall provide the Housing Authority of Bergen County with a Certificate of Insurance evidencing that said insurance is and will be in effect during the term of the contract and naming the Board of Commissioners of the Housing Authority of Bergen County as an Additional Insured.
- c) Each certificate of Insurance shall contain a statement that the policy applies to all operations of the project which are undertaken by the insured during the performance of this contract. In addition, each Certificate of Insurance shall contain the following information of statements:
- 1) Name and address of insured.
 - 2) A statement that the Board of Commissioners of the Housing Authority of Bergen County is an

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Additional Insured under each policy listed.

- 3) The number and description of each policy in force on the date of the Certificate.
 - 4) The expiration date of each policy shown as well as the amount of the coverage for each policy.
 - 5) A statement showing the method of cancellation. If cancellation may be effected by the giving of notice to the insured and the Board of Commissioners of the Housing Authority of Bergen County by the insurer, the policy and Certificate must provide that cancellation shall not be effective until ten (10) days after receipt of such notice by the said Board of Commissioners.
- d) During the term of the contract, it shall be the responsibility of the Bidder/Contractor to provide the Housing Authority of Bergen County with additional Certificates of Insurance in compliance with the above showing current coverage when any insurance policy for the above-listed coverage expires.
 - e) Submission of proof of the required insurance coverage in the form of a Certificate or Certificates of Insurance is a condition precedent to contract award. After receipt of a sufficient performance bond and other submissions required by these bid specifications, the bid will be accepted and a purchase order will be forwarded to the successful bidder.
 - f) The contractor shall maintain sufficient Insurance to protect against all claims under Workers Compensation, General Liability and automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided to the Housing Authority of Bergen County when required. In all cases where a Certificate of Insurance is required, the Housing Authority of Bergen County is to be named as an additional insured.

17. ALTERNATE DISPUTE RESOLUTION

Pursuant to N.J.S.A. 40A:11-50, all construction disputes must contain provisions for alternate dispute procedures (hereinafter "ADR") for resolving disputes that may arise under construction contracts. Since the contract between the parties relates to construction within the Housing Authority of Bergen County buildings, the following ADR procedures are hereby adopted:

- a) The parties shall attempt to resolve all disputes pursuant to this contract by good faith negotiations. If a dispute is unable to be resolved through verbal agreement, either party may reduce the dispute to writing, which the parties shall then attempt to resolve within five (5) business days. If the parties are unable to resolve within five (5) business days, then either party may seek the appointment of a mediator by notifying the other party, in writing, of such a request.
- b) Upon a demand for mediation, the parties shall attempt to agree upon a mediator. If the parties are unable to agree upon a mediator, then the Housing Authority of Bergen County shall obtain a list of retired Supreme Court Justices and Supreme Court Judges who have agreed to make themselves available for this purpose. When the list is produced, the parties shall review the list and indicate the judges that they want struck. The list with the struck judge shall be exchanged and the most senior judge remaining on the list shall be contracted. If that judge accepts the appointment as mediator, the mediation shall be conducted within ten (10) business days. If the judge does not accept the appointment, the parties shall then go to the next senior judge on the list until a mediator is reached.
- c) If all judges are struck or if the parties are unable to obtain a judge from the list, the parties will then review the list again to strike up to five (5) judges, after which the most senior name on the list will be selected as the mediator.
- d) If the parties are unable to select a mediator through this mechanism, then a list shall be presented to the Assignment Judge in Bergen County, New Jersey, for him/her to select a mediator from the list, after giving the parties opportunity to strike up to five (5) judges per party, provided that the number of judges on the list presented to the Assignment Judge shall consist of not less than fifty percent (50%) of the original list when it was provided to the parties. In any case where the striking of five (5) judges per party shall result in more than fifty percent (50%) of the judges being struck, the number of strikes per party shall be reduced equally until such time as there are at least fifty percent (50%) of the judges available.
- e) The cost of the mediation shall be apportioned equally among the parties, with each party responsible for its own mediation costs. Mediation shall be non-binding, unless the parties agree otherwise.
- f) All proceedings in the mediation shall be confidential. The mediator shall not be required to follow any specific rules of procedure, shall be allowed to meet ex parte with any party, and the mediator may not be called to

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testify in any future proceedings or to reveal any discussions that occurred during the course of the mediation.

- g) If any additional parties are subcontracted, then the subcontractors with those parties must require them to agree to the mediation proposal. In addition, the parties must agree that if there is a dispute between any other parties with respect to the construction project, then the parties must, if requested by the other party and the mediator, participate in that mediation.
- h) Notwithstanding the procedures set forth in this agreement mediation, should there be a mediation required by the Housing Authority of Bergen County, pursuant to any contract relating to the construction project, the contractor agrees, if requested, to participate in that mediation in accordance with the procedures set forth above.
- i) The method of alternate dispute resolution described in this Section 18 is not intended to waive or in any way alter the right of the Housing Authority of Bergen County to a jury trial on all issues post mediation. Furthermore, notwithstanding anything to the contrary contained in any contract to which these "General Instructions to Bidders" may be appended, it is the intention of the Housing Authority of Bergen County, which intention is acknowledged by the bidder/contractor, to preserve its right to a trial by jury on all issues in dispute.

18. PAYMENT

Payment will be made after a properly executed Housing Authority of Bergen County voucher has been received and formally approved on the bills list by the Board of Commissioners of the Housing Authority of Bergen County at its subsequent regular meeting. The voucher will be certified correct by the department head who received the goods or services.

The contractor must submit invoices to the Authority within ten (10) days of completion of task or service call. Supporting documentation must be submitted evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. Invoices must reference the tasks and fixed prices for each task completed, as well as a breakdown for labor hours and material costs. Copies of supplier invoices for material used for the work completed must be attached with each invoice. All invoices must be approved by the Authority Board of Commissioners before payment will be authorized.

From time to time, the Authority staff shall monitor the hours of work submitted and the work accomplished by contractor to confirm conformance to the requirements of the contract.

19. GUARANTEE

A one-year guarantee on parts and labor shall be provided in the amount for each item, in addition to any manufacturer warranty/guarantee.

20. PURCHASE FROM STATE CONTRACT OR OTHER PUBLIC ENTITIES

The Housing Authority of Bergen County reserves the right to purchase, during the term of any contract to be awarded, any of the specified materials and/or services through the New Jersey Cooperative Purchasing Agreement ("State Contract") or any public entity, if it is in the Housing Authority of Bergen County's best interest to do so.

21. GOVERNING LAW, STATE AND FUNDING

This contract shall be governed by and construed in accordance with the laws of the State of New Jersey (N.J.S.A. 40A:11-et seq. and N.J.A.C. 5:34-1 et seq.) and the Uniform Commercial Code (UCC). All contracts are subject to the availability and appropriation of funds annually.

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22. USE OF SUBCONTRACTORS

Bidders that propose using one or more subcontractors for any of the four specialized “sub-prime” categories (plumbing & gas fitting and all kindred work; steam power plants, steam & hot water heating & ventilating apparatus and all kindred work; electrical work; structural steel and ornamental iron work) must submit a certificate with their bids listing each subcontractor named in the bid for the category. The certificate must set forth the scope of work for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor, should the bidder be awarded the contract.

23. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

No contractor can bid on or engage in any contract for public work unless the contractor is registered with the Department of Labor. A copy of the registration certificate must be submitted with the bid submission.

NOTE: All labor costs and wages to be paid to employees for all Public Housing Buildings MUST be Prevailing Wage Rates for each job classification used. Those buildings which do not require prevailing wage rates to be paid will be clearly identified. The 2020 New Jersey Prevailing Wage Rates for Bergen County may be downloaded from the following site: http://lwd.dol.state.nj.us/labor/forms_pdfs

24. BUSINESS REGISTRATION OF PUBLIC CONTRACTORS ACT

- a) No vendor/contractors can bid or engage in any contract with the Authority unless the vendor/contractor is registered with the State and provides proof of that registration to the contracting agency before the contracting agency may enter into a contract with vendor/contractor.
- b) Procedures for Construction Contracts (As may be applicable)
 - 1) These procedures shall be used for all construction contracts. For consistency, “construction” shall mean, exclusive of the value of work, “public work” as defined in the “Prevailing Wage Act” N.J.S.A. 34:11-56.26:
 - i. “Public Work” means construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under the rehabilitation program.
 - ii. “Maintenance Work” means the repair of existing facilities when the size, type or extend of such facilities is not thereby changed or increased.
 - 2) In response to a request for bids for construction work, a contractor must include proof of its own business registration and proofs of business registration of those subcontractors required to be listed in the contractor’s submission (i.e., “named subcontractors”). The proof of business registration shall be provided at the time the bid is officially received and opened by the contracting agency.
 - 3) “New Jersey Business Registration Requirements”
 - i. The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contract. The requirement of proof of business registration extends down through all levels (tiers) of the project.
 - ii. Before final payment of the contract is made by the contracting agency, the contractor shall submit an accurate list of the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.
 - iii. For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44 (g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal

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property is intended for a contract with a contracting agency.

- iv. A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 9C.52:32-44 et. Al.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$ 25.00 for each day of violation, not to exceed \$ 50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

25. FAIR HOUSING AND EQUAL OPPORTUNITY EMPLOYMENT

Section 3 Clause

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 under 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.

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.

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.

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.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

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.

With respect to work performed in connection with section 3 covered Indian Housing Assistance, section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450.e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogations of compliance with section 7(b).

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Section 3 residents are:

- Public Housing residents
- Low and very-low income persons who live in the metropolitan or non-metropolitan county where a HUD-assisted project for housing or community development is located
- Low income is defined as 80% or below the median income of that area
- Very low income is defined as 50% or below the median income of that area
- A section 3 business is one that is at least 51% or more owned by Section 3 residents
- Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern where Section 3 residents
- That provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to a Section 3 business concern

How can a business find Section 3 residents to work for them?

Businesses can recruit in the neighborhood and public housing developments to inform residents about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to locate potential workers are effective ways of acquiring jobs.

Are recipients, contractors and subcontractors required to provide long-term employment opportunities, and not simply seasonal or temporary employment?

Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities to low and very low-income persons, including seasonal and temporary employment, as well as long-term jobs. After a Section 3 employee has been employed for 3 years, the employee may no longer be counted as a Section 3 employee to meet the 30% requirement. This requires the recipients to continue hiring Section 3 residents when employment opportunities are available.

Will HUD require compliance?

Yes. HUD receives annual reports from recipients, monitors performance of contractors and investigates complaints. HUD examines employment and contract records for evidence of actions taken to train and employ Section 3 residents and to award contracts to Section 3 businesses.

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PROPOSAL FORM

The undersigned hereby declare(s) that _____ has carefully examined the site, Drawings and Specifications for the construction of the proposed project known as **“Plumbing Services Contract”**, for which receipt of bids has been advertised, and having examined the Special and General Instructions, Drawings, and Specifications on file in the office of the Housing Authority of Bergen County, as well as the site of work, will contract to do all of the work and furnish all the materials, tools and equipment mentioned in said Instructions, and Specifications in the manner prescribed therein at the unit prices specified for the various items below and for the resulting lump sum given below.

The undersigned agrees to save the Housing Authority of Bergen County agents, consultants or representatives harmless with respect to any claim or claims of liability which may be incurred by reason or in connection with the performance of said work. It is understood that a certain amount of money will be available for the work proposed and that the actual work to be performed and the materials to be furnished may be increased or decreased to bring the cost of the work within the amount available.

In addition, the quantities as set forth below and as shown on the construction drawings may be approximately estimations of the actual quantity to be used, and the Housing Authority of Bergen County reserves the right to increase or decrease at the unit price set forth in the bid proposal sheets to the extent set forth in specifications and as provided by law.

It is further understood that the prices herein bid and the lump sum stated below are to remain firm for a period of (60) days from date in accordance with RS 40:A 11-24 until awarded.

This bid proposal is accompanied by bid security either in the form of certified check on the _____ bank of _____ in the amount of _____ (_____) Dollars, or in a Bid Bond in the amount of _____ (_____) Dollars guaranteed by the undersigned as Bidder and _____ as Surety. This proposal is also accompanied by a Consent of Surety for Performance Bond and Labor Material Payment Bond in accordance with the conditions named in the foregoing Information to Bidders.

The undersigned Bidder hereby agrees that if this Proposal shall be accepted by the Owner and the undersigned shall fail to execute and deliver the Contract and Contract Bonds in accordance with the Terms of this Proposal, and with the requirements of the foregoing Information to Bidders, then the undersigned shall be deemed to have abandoned the Contract, and thereupon the Proposal and its acceptance shall be null and void and (1) if a certified check is herewith submitted as bid security, the amount of the said check accompanying this proposal shall be due and payable thereunder to the Housing Authority of Bergen County as liquidated damages; otherwise, the said certified check or amount thereof, shall be returned to the undersigned, or (2) if the Bid Bond is herewith submitted as bid security, the amount specified in the Bid Bond shall be due and payable thereunder to the Housing Authority of Bergen County as liquidated damages in accordance with said Bid Bond, otherwise the Bid Bond shall become null and void.

The undersigned Bidder acknowledges the receipt of the following Addenda:

<u>Addenda No.</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____

All the various phases of work enumerated in the specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the contractor under one of the items listed in the proposal.

Payment for work performed will be in accordance with the proposal subject to changes provided for in the Construction Contract.

The full names and residences of all persons and parties interested in this proposal as principals are as follows below. Note:

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For each person, give first and last names in full. Record each member of the co-partnership; in case of a corporation, give the names of the President, Secretary, Treasurer, Manager, and Directors, and state the place of incorporation.

This proposal is hereby respectfully submitted by:

(Bidder's Signature)

(Bidder's Business Address)

Dated this _____ day of _____ 2020

IF PROPOSAL IS SUBMITTED BY A
CORPORATION, AFFIX CORPORATE SEAL
HERE

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SCHEDULE OF PRICES – PLUMBING SERVICES CONTRACT

RATES FOR REPAIR & REPLACEMENTS SERVICE CALLS –PLUMBING SERVICES CONTRACT

Description	Prevailing Wage Rate Hourly Rate	Non-Prevailing Wage Rate Hourly Rate	Size of Crew *
Master Plumber - Standard Work Day Hours			
Master Plumber - Emergency Hours			
Master Plumber - Emergency & After Hours			
Plumber Apprentice/Laborer – Standard Work Day Hours			
Plumber Apprentice/Laborer – Emergency Hours			
Plumber Apprentice/Laborer – Emergency & After Hours			

Material to be furnished by Contractor if/and when requested by the Authority shall be at Contractor's actual cost plus _____% markup (not to exceed 10%).

NOTE: All labor costs and wages to be paid to employees for all Public Housing Buildings MUST be Prevailing Wage Rates for each job classification used. Those buildings which do not require prevailing wages be paid, will be clearly identified.

*

What is the size of the crew with which you customarily respond to service calls?

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SPECIFICATIONS

I. REQUIREMENTS:

The following requirements apply to each contractor:

- A. Basic Service: The Contractor will provide the necessary labor and materials to perform a comprehensive maintenance program as outlined in these specifications.
- B. Unlimited emergency service, 24 hours/day, 7 days/week: The Contractor selected to perform the service will be required to comply with the following provisions and be responsible to see that each person employed by the Contractor at the location performs the duties as specified or complies with these provisions:
 - 1. All employees of the Contractor must be carefully screened, trained and supervised by the Contractor.
 - 2. All employees of the Contractor shall be neat in appearance.
 - 3. The Contractor, or his representative, will report to the Housing Authority of Bergen County any conditions or situations that may affect the performance of the Contractor's work.
 - 4. The Housing Authority of Bergen County may require the dismissal of any employee who is incompetent, careless, insubordinate, or otherwise objectionable or whose continued employment is contrary to consistent good relations.

II. RESPONSIBILITIES OF CONTRACTOR:

The following responsibilities apply to each contractor:

- A. At their expense, the Contractor shall:
 - 1. Obtain all necessary licenses and permits (at your own cost)
 - 2. Provide competent supervision.
 - 3. Take precautions necessary to protect persons or property against injury or damage and be responsible for any damage, or injury that occurs as a result of his fault or negligence.
 - 4. Perform the work without unnecessarily interfering with Authority activities.
 - 5. Be required to provide all necessary travel time to and from each Authority facility, fuel, labor, equipment, materials and supervision, and all other incidental charges that may be necessary for the work as required.
 - 6. Maintain a completed record of all maintenance and repairs performed and will provide a written report upon completion of work.
 - 7. Contractor shall obtain and maintain in current status all applicable permits and licenses for inspections, tests and other services required for completion of work.
 - 8. Contractor shall keep the premises free from debris and accumulation of waste and shall remove construction smears and stains from finished surfaces. Contractor shall remove all surplus materials and tools from site at completion of job.
 - 9. Buildings, gates and yards shall not be left unlocked. Locations may only be unlocked when work crews are present and working. Violation of this restriction constitutes a serious non-performance condition and may jeopardize the contract and prevent the contractor from future bidding.
 - 10. All repair service work under this Agreement is to be performed during the regular working hours of the Housing Authority of Bergen County.
 - 11. Emergency service, including overtime service, will be provided with reasonable promptness and is included under this Agreement. Such service may be required to keep the system(s) in proper operation. **Should the vendor not be reachable, or cannot perform the emergency services within a reasonably prompt time, as specified in the table on item # B-5 below, the Authority shall have the option, at its sole discretion, to contact another vendor to respond to the emergency.**
 - 12. The contractor shall be responsible for the performance of all work under this contract and for the acts and omissions of his employees.
 - 13. The contractor shall be responsible for any damages to buildings or individuals as a result of delivery and installation, and for all damage or destruction caused directly or indirectly by his operations to all parts of the work, both temporary and permanent, and to all adjoining property.

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14. The contractor shall furnish each employee, with an identification card, which shall contain, at a minimum, the employee's name and the name of the contractor's firm. The purpose of the I.D. card is for comparison with the list submitted by the contractor. The contractor shall prohibit its employees from disturbing any personal belongings in the tenant's apartments, opening desk drawers or cabinets, or using telephones or any other equipment.
15. The contractor shall be a firm with not less than five (5) years of verifiable plumbing services experience similar to the work outlined herein and shall be a Master Plumber Contractor. This certification shall be included with the bid package.
16. All work shall be done in such a manner that the day-to-day operation of the building shall not be affected, and the safety of visitors, residents and workers at the building shall not be jeopardized.
17. All work must be completed with contractor's full time employees.
18. Upon request by the Authority, contractor shall submit certified payrolls.
19. Contractor shall note that the Authority has the sole right at any time to interview employees performing work for the contractor. Such interviews will facilitate the Authority in determining that contractor's employees are full time and they are paid the legal wage provide under law as outlined in the Wage Rate Determination provided herein.
20. Each contractor shall employ qualified competent craftsmen in their respective lines of work. The contractor shall employ full- time competent supervisor and necessary foreman and assistants, who shall be in attendance on the project site during progress of the work. The supervisor shall represent the contractor and all communications, given to the supervisor shall be binding as if given to the contractor. The contractor shall supervise, direct the work, and be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.

SECURITY CLEARANCES

As a condition of performing work at any Authority location and for purposes of determining a person's qualifications as contracted personnel, the contractor(s), upon award of a contract, shall provide a criminal history record background check for all personnel assigned to work at the Authority locations. All reports must be secured through an independent consumer reporting agency.

CRIMINAL HISTORY RECORD FILE

The contractor(s) shall submit to the Authority a criminal history record for all employees who will work in the Authority's buildings. The contractor(s) shall not permit any employee, newly hires, or otherwise, to work in any location until the contractor has furnished the results of the criminal history record background check to the Authority. All reports must be secured through an independent consumer reporting agency such as Sentry Link or LexisNexis.

EMPLOYEE INTERVIEWS & CERTIFIED PAYROLL RECORDS

1. The Authority, at its sole discretion shall periodically conduct Employee Interviews of a broad sampling of contractor workers to help ensure contractor compliance with labor standards provisions and the payment of prevailing wages to workers.
2. Contracting officer shall periodically request certified payrolls from contractors performing service contracts (on a monthly basis).

B.

1. Dispatching:
The Contractor shall furnish a single point of contact to the Housing Authority of Bergen County for the placement of faxed or phone service requests to the contractor. This contact shall be furnished as a part of the contract and at no additional cost to the Housing Authority of Bergen County. The dispatch service shall be available from 8:00 a.m. to 4:30 p.m. (local time). The Contractor shall make provisions for after-hours dispatching and provide phone numbers for this purpose to the Housing Authority of Bergen County. **Should the vendor not be reachable, or cannot perform the services within the timeframe, as specified in the table on item # B-5 below, the Authority shall have the option, at its sole discretion, to contact another vendor to respond to the service call.**

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2. Work Orders:

- a) The Contract Administrator or the Designated Representative will place all requests for service directly with the Contractor by written work order or by phone call. **The Contract Administrator reserves the right to request from the Contractor a written cost estimate before authorizing the work. Such estimate shall be provided at no additional cost to the Authority.** The Contractor shall respond with a cost estimate within 24 hours, excluding weekends and holidays, if the job/cost estimate is simple and small enough that it does not require site verification or site visit. If the job/cost estimate is more complicated or requires site verification or site visit, the response time will be adjusted accordingly, up to 48 hours excluding weekends and holidays.
- b. Cost Estimates provided by the contractor will include estimated hours for the completion of the work and the rates associated as provided in the proposal. The cost estimate will include material costs for replacements parts not considered part of the preventive maintenance work. The material costs will include the contractor's mark-up.
- c. **The Authority, at its sole discretion, shall have the option of rejecting any price proposal submitted by the vendor which it deems unreasonable, and procure the services of another vendor to complete the services requested. The Authority, shall however, give the vendor the opportunity to submit a more reasonable price proposal which shall be acceptable to the Authority, before another vendor is allowed to perform the work specified.**
- d. **Failure of the Contractor to respond as required will constitute non-performance and the Housing Authority of Bergen County may take steps to secure compliance as stated elsewhere in the contract, or may at its sole discretion choose to cancel the contract with proper 30-day written notification.**
- e. A service ticket must be generated at the completion of service and signed by a staff member of the Authority.
- f. Contractor must sign in and out on the "contractor log" at each site visited.
- g. **The contractor's representative or service technician shall sign in and out at each job location noting time or arrival and time of departure for each day he is at the work site. Owner shall not be responsible for payment of services while contractor or service representatives take meal breaks.**

3. Response Time:

- a. Levels of service have been separated into three categories, which are defined below and shown on the Bid Form as Standard Service, Emergency Service and Emergency after Hour Service.
- b. These Service Categories can be differentiated by the "Response Time" or the amount of "time allowed" between the "authorization to proceed" from the Contract Administrator requesting service and the arrival of the Contractor at the work site.
- c. At the time of "authorization to proceed" is initiated, the Contractor will be notified of the service category in which the particular Work Order will fall, and the Contractor will be required to respond to the request within the response time stated for that category and begin work within a reasonable amount of time based on the urgency of the request.
- d. All repairs, equipment replacements, installations or maintenance services shall be completed within a reasonable and expedient manner, based on the severity of the request.

4. Response Process:

- After initial contact and after "authorization to proceed" is given by the Contract Administrator, the Contractor shall respond accordingly and adhere to response time(s) shown below for each service category.
- a. The Contractor shall provide all necessary transportation to and from work sites. Transportation shall be fully insured by the Contractor.
 - b. The Housing Authority of Bergen County will be charged according to the "Service Category" requested and as listed in the Bid Form.
 - c. Only upon request and authorization by the Contract Administrator or designee shall the Contractor perform work after hours.
 - d. Contractor will notify the Contract Administrator or Designated Representative upon completion of work. Notification shall be within thirty-six (36) hours of completion of assigned task.
 - e. Failure to comply with response times shall be considered as non-compliance. Repeated

HOUSING AUTHORITY OF BERGEN COUNTY

- failure to comply may result in contract termination.
- f. **Please note that contractor will only be paid for actual hours his workers are on location providing requested service. Travel time will not be reimbursed.**
 - g. **All prices shall be firm and include transportation charges for providing services to any of the Authority's locations. Contractor travel costs must also be incorporated in the bid proposal labor hour prices. Hourly labor rates begin with Contractor's arrival and end when contractor leaves the site. After the first full hour, hourly rates shall be prorated to the closest fifteen (15) minute interval.**

5. Service Category

For service and billing purposes, the following Task Performance Period and Response Time Table shall apply:

SERVICE CATEGORY	TASK PERFORMANCE PERIOD	CONTRACTOR RESPONSE TIME
Standard Service	Regular Business Hours Only (M-F, 8:00 am to 4:30 p.m.)	24-48 Hours (excluding weekends & holidays)
Emergency Service	Regular Business Hours Only (M-F, 8:00 a.m. to 4:30 p.m.)	1-2 Hours (excluding weekends & holidays)
Emergency After Hour Service	After Regular Business Hours, Weekends & Holidays	1-2 Hours (including weekends & holidays)

- 6. Materials Provided by the Housing Authority of Bergen County
The Housing Authority of Bergen County will have the option to supply materials to be used on the job if it is in the best interest of the Housing Authority of Bergen County to do so. The Housing Authority of Bergen County will be responsible for all warranty issues on all parts and supplies provided by the Housing Authority of Bergen County.
- 7. Materials Provided by the Contractor
 - a. This agreement does not include any parts or materials except maintenance materials (lubrication/cleaning supplies) necessary to perform the required maintenance.
 - b. All materials to be used shall be new. No aluminum wiring shall be used under this contract.
 - c. Under this Agreement, the Contractor will repair or replace worn parts or complete components with new parts.
 - d. All parts and equipment under this Agreement shall be covered "as is" at the start of the contract period. No claims of "existing prior condition" of any parts or equipment shall be made as reason or cause for not fulfilling the complete obligations of this Agreement.
 - e. It is agreed that under this Agreement the Contractor is not to make replacements or repairs necessitated by reason of negligence or misuse of the equipment or by reason of any other cause beyond our control, except ordinary wear and tear.
 - f. Unlimited parts and replacements of all equipment including but not limited to compressors, pumps, pump motors, fans, controls and all other component parts of the system.
- 8. Warranty & Guarantee
Unless otherwise specified herein, all goods shall be guaranteed and warranted for a period of twelve (12) months from the date of delivery, including parts and labor except damage caused by misuse, vandalism or act(s) of God. All warranties provided by the manufacturer shall also be effective and in addition to the above stated warranty provided by the contractor.
- 9. Cost of Materials Provided by Contractor
For repairs & replacement of Plumbing Contracts, the Contractor shall supply all materials at cost with a percentage mark-up for profit and overhead not to exceed ten percent (10%) of the Contractor's supplier invoiced price.
- 10. Equipment
Contractor shall furnish all equipment to provide full service plumbing maintenance and repair and installation services under the scope of this contract. If work to be performed requires special

HOUSING AUTHORITY OF BERGEN COUNTY

equipment, which is outside the scope of services described herein, the Contractor with prior approval of the Housing Authority of Bergen County's Contract Administrator or delegated representative may bill for rental equipment or use of their own special equipment at cost, with no additional charges to the Housing Authority of Bergen County without prior approval.

11. Housing Authority of Bergen County Owned Equipment

The Contractor shall not use Housing Authority of Bergen County owned equipment, tools etc., in the performance of work under this contract.

12. Contractor's Performance

- a. Contractor shall perform all services required within these specifications. All services shall be performed in the highest professional manner, and in accordance with all applicable current industry standards, regulations, codes and statues. Unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used in the industry.
- b. All work shall comply with applicable New Jersey Statues and any other local, state, federal and industry regulations or standards applicable to the type of work being performed under the scope of the contract.
- c. The Housing Authority of Bergen County reserves the right to have any Contractor employee removed if the employee fails to perform within the requirements of this contract. The contractor shall replace the excluded employee at the earliest possible date following the removal.
- d. Once an employee is removed for failure to perform, that employee shall not be used to service this contract at any time during the term of the contract without permission of the Contract Administrator of their Designated Representative.

III. PLUMBING SERVICES CONTRACT

The Plumbing Services Contractor will provide the following services to the Housing Authority of Bergen County including typical repairs and/or new installation work including, but not be limited to the following:

1. Based on the hourly rate based on the rate description for Technician and Technician Assistant.
2. Responsible for performing the large, complex plumbing jobs which require the installation or repair of water lines, water fountains, faucets, hot water heaters, valves, sinks, pumps, toilets, showers, bath bubs, sewer lines, sewer ejectors, house pumps, potable waterlines, waste lines or plumbing fixtures, and all other plumbing services as may be required. Assignments may involve new construction or major remodeling projects. Must use methods and practices involved in installing, repairing and maintaining a variety of plumbing and mechanical systems and equipment. A plumber's certificate is required.
3. Testing devices and methods used to detect possible defects in plumbing and mechanical equipment.
4. Detect possible defects and faults in plumbing and mechanical systems and recommend or stipulate appropriate remedial measures.
5. Accurately read and comprehend construction plans.
6. objectively interpret and consistently apply code requirements and related standards in accordance with the law.
7. Contractor shall also maintain onsite documentation on "as-built" plans (to be submitted by owner) showing the location of any new or relocated outlet, switch, power pole, light, panel and conduit, etc. If the owner does not have as-built drawings of the area of work, the contractor shall prepare a sketch of the work completed. Sketches may consist of riser diagrams for plumbing work, or any other simple drawing that clearly identifies the new components and the connections to the existing systems.

HOUSING AUTHORITY OF BERGEN COUNTY

8. The contractor shall maintain an adequate inventory of replacement parts and supplies readily available. The contractor shall have all of the tools of the trade to perform all standard repairs and installations.
9. All work shall be in conformance with all applicable Federal, State and Local Codes, as well as the International Plumbing Code and Uniform Plumbing Code. It is the responsibility of the contractor to be familiar with and comply with all codes, rules, ordinances and regulations of all authorities/localities having jurisdiction and their interpretations which are in effect at the sites of work.
10. All work performed must be completed to the manufacturer's recommendations and specifications for the equipment being serviced and/or repaired. It shall be the obligation of the contractor to ascertain what those recommendations and specifications are.
11. The contractor providing the Plumbing Installation, Repair and Maintenance Services under this contract shall be licensed by the State of New Jersey, as a Master Plumber and able to perform such work. A photo static copy of the contractor's License and Business Permit shall be submitted.

HOUSING AUTHORITY OF BERGEN COUNTY

BUILDING & CONTACT LIST

Building/ Contact Name	Contact /Phone / Email
Zone 1: Boiling Springs Gardens, 147 Hackensack St. East Rutherford, NJ Garden House, 151 Hackensack St. East Rutherford, NJ Carucci Apts., 281 Stuyvesant Ave., Lyndhurst, NJ Saddle Brook Senior Housing, 29 Caldwell Ave., Saddle Brook, NJ	Mike Pasquale 201 926-4626 mpasquale@habcnj.org
Zone 2: Highland View Apts., 300 Highland Ave., Palisades Park, NJ Fairview Gardens, 219 Broad & 220 Morris St., Fairview, NJ Silver Maple Gardens, 348 & 354 Leonia Ave., Bogota, NJ Valley Place, 15 Valley Pl., Edgewater, NJ Grove Gardens, 41 Grove St., South Hackensack, NJ Hasbrouck Heights Senior Housing, 245 Hamilton Ave., Hasbrouck Heights, NJ Martin Luther King Senior Center (MLK) 375 First St., Hackensack, NJ Teterboro Housing, Vincent Pl., Teterboro, NJ	David Scardino 201 954-4582 scardino@habcnj.org
Zone 3: Brookside Gardens, 293 Murray Hill Terr., Bergenfield, NJ David R. Roche Apts., 2 Aladdin Ave., Dumont, NJ	Henry Lara 551-204-6002 lara@habcnj.org
Zone 4: Ridgecrest Apts., 7-11 Ridge Rd., Ridgewood, NJ Saddle River Senior Housing, 1-20 Wolf Run, Saddle River, NJ Ramapo Brae Lane Town Homes, 1600 Ramapo Brae Lane, Mahwah, NJ DeSimone Court Town Homes, 800-900 DeSimone Ct., Ramsey, NJ	Rob Moore 201 250-9948 moore@habcnj.org
Zone 5: <u>Kathy Pisco</u> Franklin Heights, 187 Franklin St., Northvale, NJ Franklin Street Villa, 188 Franklin St., Northvale, NJ 110 Genlaw Lane, Montvale, NJ 135 Green Way, Montvale, NJ Old Tappan Commons, 32 & 48 Russell Ave., Old Tappan, NJ Lehmann Gardens, 12-14 Sulak Lane, Park Ridge, NJ The Manor on Paris, 176 Paris Ave., Northvale, NJ Emerson Veterans Supportive Housing, 324 Main St., Emerson, NJ River Vale Senior Housing, 430 Cedar Lane, River Vale, NJ	Kathy Pisco 201-937-7455 pisco@habcnj.org

Prevailing Wage Rate Buildings	Non-Prevailing Wage Rate Buildings	
Boiling Springs Gardens Carucci Apts. David F. Roche Apts. Highland View Apts. Ramapo Brae Lane Town Homes DeSimone Court Town Homes	Brookside Gardens Fairview Gardens Franklin Heights Franklin Street Villa Garden House Grove Gardens Hasbrouck Heights Senior H. Emerson Veterans Housing River Vale Senior Housing Saddle Brook Senior Housing	Lehmann Gardens Old Tappan Commons Ridgecrest Apts. Saddle River Senior H. Silver Maple Gardens Teterboro Housing Valley Place 110 Genlaw Lane 135 Green Way The Manor on Paris Martin Luther King Jr. Center

HOUSING AUTHORITY OF BERGEN COUNTY

REFERENCES FORM

(provide three references for similar maintenance services over the past 5 years)

Reference # 1

Name of Company	
Contact Person's Name	
Contact Person's Title	
Contact Telephone Number	
Contact Email	
Dates worked	
Scope of Service	

Reference # 2

Name of Company	
Contact Person's Name	
Contact Person's Title	
Contact Telephone Number	
Contact Email	
Dates worked	
Scope of Service	

Reference # 3

Name of Company	
Contact Person's Name	
Contact Person's Title	
Contact Telephone Number	
Contact Email	
Dates worked	
Scope of Service	

HOUSING AUTHORITY OF BERGEN COUNTY

CONTRACTOR & SUBCONTRACTOR QUALIFICATIONS & LICENSING REQUIREMENTS

Project: **ROUTINE PLUMBING MAINTENANCE SERVICE & REPAIRS**

Please include a copy of your permit, certificate or license with your price quote for those items listed below pertaining to this project **for the contractor and for each subcontractor** you will be using. **Failure to include proof of your qualifications with your price quote, may be cause for disqualification. All certificates must be current.**

- New Jersey State Business Registration Certificate, pursuant to P.L. 204, c.57.
- Certificate of Employee Information Report, pursuant to NJAC 17:27-1.1 et seq.
- Public Works Contractor Registration Certificate, pursuant to NJSA 34:11-56.48 et seq.
- Notice of Classification and Rating, (DPMC & DPMC 701) pursuant to NJSA 52:35-1
- Sales Tax Certificate Of Authority, pursuant to NJSA 54:32B-1 et seq.
- Master Plumber License
- Other (specify) _____

HOUSING AUTHORITY OF BERGEN COUNTY

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	
	Social security number. : : : : : :
or	
	Employer identification number : : :

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

HOUSING AUTHORITY OF BERGEN COUNTY

SAMPLE W-9 FORM

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

Construction Contracts (including public works related purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

HOUSING AUTHORITY OF BERGEN COUNTY

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 332
TRENTON, NJ 08646

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TRADE NAME: CLIENT REGISTRATION
TAXPAYER IDENTIFICATION: 97C-097-002/500
SEQUENCE NUMBER: 0107230
ADDRESS: 647 ROEBLING AVE
TRENTON, NJ 08611
ISSUANCE DATE: 07/14/04
EFFECTIVE DATE: 01/01/01
FORM BRC(08-01)

ART. 13B(6)(c)
This Certificate is NOT negotiable or transferrable. It must be personally employed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 647 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1092907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112813533

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES

**FAILURE TO PROCESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
IS CAUSE FOR REJECTION OF YOUR BID
REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH
THE HOUSING AUTHORITY OF BERGEN COUNTY**

HOUSING AUTHORITY OF BERGEN COUNTY

AFFIDAVIT OF NON-DEFAULT

The undersigned, being duly sworn pursuant to law, deposes and says that, as the party making the foregoing Bid; I certify as follows:

1. That all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith.
2. That for the past ten years from the date of this certification, and except as shown by me on the attachment, I have not experienced defaults or noncompliance under any contract for the U.S. Department of Housing and Urban Development, or any other governmental agency with which I have contracts.
3. To the best of my knowledge there are no unresolved findings raised as a result of HUD audits, management reviews or any other Governmental investigations concerning me or work under any of my contracts.
4. There has not been a suspension or termination of payments under any HUD contract in which I have had a beneficial interest attributable to my fault or negligence.
5. I have not been convicted of a felony and am not presently, to my knowledge, the subject of a complaint or indictment charging a felony.
6. I have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of any State Government or the Housing Authority of Bergen County from doing business with such Department or Agency.
7. I have not defaulted on an obligation covered by a bond and have not been the subject of a claim under any fidelity bond.
8. All the names of the parties, known to me to be principals in this contract, in which I propose to participate, are included on resumes submitted with this bid.
9. To my knowledge I have not been found by HUD or the State of New Jersey to be in noncompliance with any applicable civil rights laws.
10. I am not a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
11. I am not an officer or employee or commissioner of the Housing Authority of Bergen County who is prohibited or limited by law from contracting with HABC.
12. For a period of five years prior to the date of this certification, and except as shown by me on the attachment, I have not been suspended, or otherwise disqualified by the U.S. Department of Housing and Urban Development, or any other governmental agency with which I have contracted, from doing business with any governmental agency.
13. Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the fact and circumstances which I think helps to qualify me as a responsible principal for participation in this project.

HOUSING AUTHORITY OF BERGEN COUNTY

Firm Name: _____

Name: _____

Title: _____

Signature: _____

MUST BE NOTARIZED

State of _____)	
) ss	
County of _____)	
Subscribed and sworn to before me, this _____ day of _____, 202_____	
_____	My Commission Expires: _____, 202_____
Notary Public Signature	
(Affix Notary Public Seal)	

HOUSING AUTHORITY OF BERGEN COUNTY

(Affix Notary Public Seal)

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement MUST Be Included with Bid Submission

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.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

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

Sign and notarize the form and complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

MUST BE NOTARIZED

State of _____) County of _____)

Subscribed and sworn to before me, this _____ day of _____, 202_____

Notary Public Signature My Commission Expires: _____, 202_____

HOUSING AUTHORITY OF BERGEN COUNTY

(Affix Notary Public Seal)

AFFIRMATIVE ACTION REGULATIONS

(To be completed by firms with fifty (50) or more employees

BIDDER STATES HE HAS FIFTY (50) OR MORE EMPLOYEES: CHECK ONE

YES _____ NO _____

COMPANY NAME: _____

NAME: _____

SIGNATURE: _____

TITLE: _____

A. CONTRACTORS WITH 50 OR MORE EMPLOYEES NOTE:

Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a procurement contractor with 50 or more employees should present one of the following to the County of Bergen and Housing Authority of Bergen County.

- 1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;
OR
- 2. A Certificate of Employee Information Report Approval issued in accordance with Article 4 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c127;
OR
- 3. If the bidder cannot present "1" or "2" and the bidder has never applied for "2", the bidder is required to submit to the State Affirmative Action Office (a copy to accompany this bid proposal) a completed Employee Information Report (Form AA302). This form may be obtained at State Affirmative Action Office.

A contractor's bid must be rejected as non-responsive if a contractor fails to submit either "1", "2", or "3" listed above in A, within the time specified after the Housing Authority submits the contract to the contractor for signing.

B. CONTRACTORS WITH LESS THAN 50 EMPLOYEES NOTE:

Bidders with less than 50 employees who are negotiating for a contract, as a precondition to entering into a valid and binding procurement or service contract with the Housing Authority of Bergen County, prior to recommendation of contract award is submitted to the Commissioners of the Housing Authority must complete the following affidavit in accordance with P.L. 1975C.1

HOUSING AUTHORITY OF BERGEN COUNTY

AFFIDAVIT FOR MINORITY BUSINESS ENTERPRISES

_____ being first duly sworn depose and says:
(Individual's Name)

That he/she is _____ of the _____, the party
(Partner or Officer) (Firm Name)

making a certain proposal or bid dated _____, 2020, for work in
connection with the _____ located in) _____
(indicate job name) (Indicate Town)

New Jersey that such proposal or bid is submitted with full knowledge and understanding of the Minority Business Enterprise (MBE) requirements contained herein; that in submitting such proposal or bid, the bidder acknowledges that he/she must and will fulfill these requirements and that all statements in said proposal or bid are true.

SIGNATURE OF: Bidder, if the bidder is an individual;
Officer, if the bidder is a Corporation;
Partner, if the bidder is a Partnership

(Signature of Contractor)

MUST BE NOTARIZED

State of _____)	
County of _____) ss	
Subscribed and sworn to before me, this _____ day of _____, 202_____	
_____ Notary Public Signature	My Commission Expires: _____, 202_____
(Affix Notary Public Seal)	

Acknowledgment of Receipt of Addenda

Please note that this Form must be returned with your bid regardless if you received an addenda or not. Failure to return this Form with your bid is a non-curable fatal flaw which shall cause your bid to be rejected

The undersigned respondent hereby acknowledges receipt of the following Addenda, (if any)

ADDENDA NUMBER	DATE OF ADDENDA	DATE ADDENDA RECEIVED BY CONTRACTOR

No addenda issued

Signed: _____ Title: _____

Printed Name: _____ Date: _____

Company: _____

HOUSING AUTHORITY OF BERGEN COUNTY

INSURANCE REQUIREMENT AND ACKNOWLEDGMENT FORM

And

HOLD HARMLESS / INDEMNIFICATION AGREEMENT

Respondents Certificate of Professional Liability coverage shall be filed with the Authority's Office upon award of contract by the Authority.

Acknowledgment of Insurance Requirement:

(Signature)

(Date)

(Printed Name and Title)

INDEMNITY: To the maximum extent permitted by law, the firm/ contractor shall defend, indemnify and hold the Housing Authority of Bergen County and its commissioners, officers, agents and employees harmless from and against all claims, actions, judgments, damages and costs, including reasonable attorneys' fees and all other costs of defense to which the Housing Authority of Bergen County or its commissioners, officers, agents or employees may be subjected, or which they may suffer, that are caused by, or arise out of, any act, error or omission of the firm/ contractor, their subcontractors, affiliates, or anyone retained by or employed by the firm/ contractor in connection with the project/ service or from their failure to comply with any of the provisions of their contracts or of the law. This indemnity shall not apply to the extent of the Housing Authority's or its commissioners, officers, agents or employees' negligence. The firm/ contractor agrees, that it will not implead the Housing Authority or its commissioners, officers, agents or employees into any such claim or action.

HOUSING AUTHORITY OF BERGEN COUNTY

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 professional service entity's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

The successful professional service entity shall submit to the Housing Authority of Bergen County after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

1. A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one (1) year from the date of the letter);

OR

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

OR

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

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

The successful professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. and agrees to furnish the required forms of evidence.

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

COMPANY: _____

SIGNATURE: _____ TITLE: _____

PRINT NAME: _____ DATE: _____

HOUSING AUTHORITY OF BERGEN COUNTY

STATEMENT OF COMPLIANCE

This is to certify that all persons employed by the undersigned will be paid full weekly wages earned, less permissible deductions for income taxes, social security, etc., and that no rebates have been or will be made either directly or indirectly to the undersigned from the full weekly wages earned by any person in its employ.

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

HOUSING AUTHORITY OF BERGEN COUNTY

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE (Exhibit A)

(N.J.S.A. 10:5-31 et seq. and N.J.A.C 17:27 et seq.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Authority 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 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

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

HOUSING AUTHORITY OF BERGEN COUNTY

AMERICANS WITH DISABILITIES ACT OF 1990 (APPENDIX A)

Equal Opportunity for Individuals with Disability

The contractor and the Authority do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the Act) (42 U.S.A. S121 01 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 Authority 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 Authority in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Authority, 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 Authority's grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Authority 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 Authority or any of its agents, servants, and employees, the Authority shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Authority or its representatives.

It is expressly agreed and understood that any approval by the Authority 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 Authority 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 Contract. 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 Contract, nor shall they be construed to relieve the contractor from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of the Contract or otherwise at law.

HOUSING AUTHORITY OF BERGEN COUNTY

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bid/Proposal Number: _____ **Bidder/Vendor:** _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

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

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

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

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey 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 State to notify the State 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

HOUSING AUTHORITY OF BERGEN COUNTY

HOUSING AUTHORITY OF BERGEN COUNTY 2020 HOLIDAY SCHEDULE

JANUARY 1 ST	WEDNESDAY	NEW YEAR'S DAY
JANUARY 20 TH	MONDAY	MARTIN LUTHER KING'S BIRTHDAY
FEBRUARY 12 TH	WEDNESDAY	LINCOLN'S BIRTHDAY
FEBRUARY 17 TH	MONDAY	PRESIDENT'S DAY
APRIL 10 TH	FRIDAY	GOOD FRIDAY
MAY 25 TH	MONDAY	MEMORIAL DAY
JULY 3 RD	FRIDAY	INDEPENDENCE DAY (observed)
SEPTEMBER 7 TH	MONDAY	LABOR DAY
OCTOBER 12 TH	MONDAY	COLUMBUS DAY
NOVEMBER 3 RD	TUESDAY	ELECTION DAY
NOVEMBER 11 TH	WEDNESDAY	VETERAN'S DAY
NOVEMBER 26 TH	THURSDAY	THANKSGIVING DAY
NOVEMBER 27 TH	FRIDAY	DAY AFTER THANKSGIVING DAY
DECEMBER 25 TH	FRIDAY	CHRISTMAS DAY

*The business day preceding this holiday is a half day. The Main Office will be open from 8:00am to 12:00pm.

**GENERAL CONTRACTOR & SUB- CONTRACTOR
QUALIFICATION QUESTIONNAIRE
(2 Page Instructions)**

- A. Prospective bidders and all subcontractors shall complete the (8) page questionnaire as furnished. The Contracting Officer shall take such steps as deemed necessary to determine the ability of the Bidder to perform their obligations under the contract and the Bidder shall furnish the Contracting Officer with such information and data for this purpose. The right is reserved to reject any bid where an investigation of the evidence does not satisfy the Contracting Officer that the Bidder is qualified to properly carry out the terms of the contract.
- B. The General Contractor must list with his bid all subcontractors who will actually be used for:
1. Plumbing and gas fitting of all kindred work.
 2. Steam and hot water heating and ventilating apparatus and all kindred work.
 3. Electrical work.
 4. Structural steel and ornamental iron work.

In addition to the requirements as set forth above, the General Contractor:

1. Must be prepared to demonstrate that each of the listed subcontractors are qualified to perform the specified work for which they are listed in the bid. Each subcontractor must submit with the bid the enclosed (8) page subcontractor qualification questionnaire included in this bid, as well as copies of all pertinent licenses, qualifications, a current public works contractor registration act certificate and a business registration certificate. **Should any Subcontractor information not be provided as noted above, shall render the bid non-responsive.**
2. Must provide evidence of performance security for each subcontractor with the bid. The evidence of performance security shall, for the purpose of statutory and administrative compliance, consist of documents (such as consent of surety) issued by a qualified surety company licensed to do business in the State of New Jersey. Evidence of performance security may be supplied by the General Contractor on their own behalf and on the behalf of any or all of its listed subcontractors or by the respective listed subcontractors themselves, or by any combination thereof which results in evidence of performance security equaling the total bid amount.
3. May not substitute unlisted subcontractors or use subcontractors if they are not identified in the bid following award of the contract.
4. Will be held strictly accountable for proper and timely performance of work by their designated subcontractors. In the event of award, such General Contractor shall furnish the Authority with a true copy of a Performance Bond and Labor and Material Payment Bond.
5. **The attention of all bidders is directed to the provisions of New Jersey Statutes 40A:11-16.**

HOUSING AUTHORITY OF BERGEN COUNTY

6. All bidders who intend to use "In-House" plumbers to perform the plumbing work on the contract, are directed to the provisions on New Jersey Statutes 45:14C-21; and New Jersey Administrative Code 13:32-1.5(A)(2). These provisions limit and restrict the ability of a licensed master plumber to be utilized as a company employee and apply for a plumbing permit unless that plumber holds not less than 10% of the issued corporate stock, or 10% of the partnership capital of a partnership. You are advised that the Authority is required to insist upon full compliance with these State Regulations.

7. In the event the General Contractor will perform work specified in (B) 1,2,3, or 4 (Plumbing/Gas, HVAC, Electrical, Structural/Ornamental Iron) with its own salaried non-contracted work force, then the General Contractor must so designate this in the bidding documents and furnish the Authority prior to award of the contract with the required information establishing its qualifications in these trades.

**GENERAL CONTRACTOR
QUALIFICATION QUESTIONNAIRE**

BID FOR: _____

NAME OF BIDDER: _____

ADDRESS: _____

REQUIREMENTS FOR SUBMITTED PROPOSALS, IF QUALIFIED

1. Each proposal must be accompanied by a Certificate of a Surety Company qualified to do business in the State of New Jersey, who shall at the time of submitting such bid/proposal, qualify as to its or their responsibility for the full amount of such bid/proposal; and he/she will post a Performance Bond and Labor and Material Payment Bond for the full amount of the contract pursuant to law if he/she is the successful bidder. Also accompanying each said bid/proposal there must be a Certified Check or Bid Bond in an amount of not less than ten (10% percent of the bid amount not to exceed \$ 20,000.00.

Notice to Contractors:

The undersigned agrees to execute and deliver the contract in the prescribed form and furnish the required Performance and Labor and Material Payment Bonds within fifteen (15) days after the contract is presented to him/her for signature.

2. It shall be necessary for the bidder to present evidence that it is the General Contractor and that it has been in business for at least five (5) years in this particular field and can submit a suitable record/evidence of such experience in satisfactorily completing similar projects in size, magnitude and scope, to the scope of work which is required to be performed in this contract. The contractor must have completed at least three (3) projects as described above within the last three (3) years. (Use the References Attachment). In addition to the above, the bidder shall submit evidence that it has the necessary equipment to carry out this type of operation.

Pursuant to P.L. 204, c.57. each contractor must also include with their bid documents, copies of all required qualifications, licenses and certificates. Additionally, each contractor must include a copy of their current Public Works Contractor Registration Act Certificate, pursuant to NJSA 34:11-56.48 et. seq.

a. How many years have you been engaged in the work required under this contract under your present firm or trade name? _____ years.

b. What equipment do you own that is available and intended to be used on this project? Provide a description as to the quantity, size, type and capacity of this equipment, along with its present condition.

c. What equipment do you intend to purchase or lease for us on this project, should the contract be awarded to you? Provide a description of the quantity, size, type, and capacity of the equipment you intent to lease or purchase.

HOUSING AUTHORITY OF BERGEN COUNTY

d. How many years has your organization been in business performing the work required under this contract?
_____ years.

e. If a corporation, answer the following:

1. Date of incorporation _____
2. State of incorporation _____
3. President's name _____
4. Vice President's name _____

f. If individual or partnership, answer the following:

1. Date of organization _____
2. Name and address of all partners (state whether general or limited partnership)

g. We normally perform _____% of the work with our own forces. General character of work performed by our company.

h. Have you ever failed to complete any work awarded to you?

_____ Yes _____ No

If so, state circumstances.

i. Has any other officer or partner of your organization ever been an officer or a partner of some other organization that failed to complete a contract?

_____ Yes _____ No

If so, state the name of the individual, other organization and reason therefor.

j. Has any officer or partner of your organization ever failed to complete a contract handled in his own name?

_____ Yes _____ No

If yes, state name of individual, name of owner and reason therefor.

k. Are there any liens, of any character, filed against your company at this time?

_____ Yes _____ No

If yes, specify the nature and amount of lien.

l. In what manner have you inspected the proposed project? Explain in detail.

m. The work, if awarded to you, will have the personal supervision of whom?

HOUSING AUTHORITY OF BERGEN COUNTY

Contact Name

Contact Phone

Contact Email

- n. Do you intent to subcontract any portion of the work? _____. If so, state which portion(s) is/are to be subcontracted.

General Contractor must have each subcontractor complete a Subcontractor Qualification Questionnaire. (See bid packet). **Pursuant to P.L. 204, c.57. each subcontractor must include with their bid documents all copies of their qualifications, licenses and certificates, as required. Additionally, each subcontractor must submit a copy of their current Public Works Contractor Registration Act Certificate, pursuant to NJSA 34:11-56.48 et. seq.**

- o. Have you made contracts or received firm offers for all materials within price use in preparing your proposal?
_____ Yes _____ No

Do not give names of dealers or manufacturers.

- p. Give three (3) trade references: (Provide company name, contact, phone number and email.)

- q. Give three (3) bank references: (Provide bank name, contact, phone number and email.)

HOUSING AUTHORITY OF BERGEN COUNTY

FINANCIAL STATEMENT

3. It shall be necessary for the bidder to present a financial statement indicating the condition of his/her company of not more than three months prior to the bid submission.
A certified copy can be attached in lieu of completing area below.
(Fill out this portion or attach copy of latest financial statements) of not more than three months prior to the bid submission).

ASSETS

Cash on Hand..... \$ _____
Cash in Bank & Name of Said Bank..... \$ _____
Accounts Receivable from Completed Contracts..... \$ _____
Real Estate Used for Business Purposes..... \$ _____

Material in Stock..... \$ _____
Equipment Book Value..... \$ _____
Furniture and Fixtures..... \$ _____
Other Assets..... \$ _____

TOTAL ASSETS \$ _____

LIABILITIES

Notes Payable to Bank..... \$ _____
Notes Payable for Equipment Obligations..... \$ _____
Notes Payable for Other Obligations..... \$ _____
Accounts Payable..... \$ _____
Other Liabilities..... \$ _____

TOTAL LIABILITIES \$ _____

STOCKHOLDER'S EQUITY \$ _____

HOUSING AUTHORITY OF BERGEN COUNTY

This form must be submitted by each bidder as part of formal bid documents. If information contained herein does not meet specification requirements, the bid may be rejected by the Authority.

JOB NAME & LOCATION	DESIGN ARCHITECT/ENGINEER & PHONE # / EMAIL	DATE JOB COMPLETED

HOUSING AUTHORITY OF BERGEN COUNTY

CONTRACTS COMPLETED IN THE LAST FIVE YEARS

List the more important contracts completed by you under your current company name in the last five (5) years, stating approximate gross cost for each, and the month and year of completion, or whether you are low bidder pending formal award of contract.

OWNER	LOCATION	DESCRIPTION	DATE OF CONTRACT START	GROSS AMOUNT OF CONTRACT	DATE OF CONTRACT COMPLETION

HOUSING AUTHORITY OF BERGEN COUNTY

SIGNATURE PAGE

Dated at: _____, this _____ day of _____, 2020
Town where completed day month

Name of Organization: _____

By: _____
Print Name of Person

Signature: _____

Title of Person Signing: _____

STATE OF: _____

COUNTY OF: _____

_____, being duly sworn, deposes and says that
Name of Person

he/she is _____ of _____
Title Name of Organization

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this _____

Day of _____, 2020

Notary Public Signature/ Stamp/ Seal

My commission expires: _____

**SUB- CONTRACTOR
QUALIFICATION QUESTIONNAIRE**

NOTE: If you are not using any sub-contractors, you MUST write N/A on this questionnaire and return it with your bid

BID FOR: _____

NAME OF BIDDER: _____

ADDRESS: _____

REQUIREMENTS FOR SUBMITTED PROPOSALS, IF QUALIFIED

1. Each proposal must be accompanied by a Certificate of a Surety Company qualified to do business in the State of New Jersey, who shall at the time of submitting such bid/proposal, qualify as to its or their responsibility for the full amount of such bid/proposal; and he/she will post a Performance Bond and Labor and Material Payment Bond for the full amount of the contract pursuant to law if he/she is the successful bidder. Also accompanying each said bid/proposal there must be a Certified Check or Bid Bond in an amount of not less than ten (10% percent of the bid amount not to exceed \$ 20,000.00.

Notice to Sub-Contractors:

The undersigned agrees to execute and deliver the contract in the prescribed form and furnish the required Performance and Labor and Material Payment Bonds within fifteen (15) days after the contract is presented to him/her for signature.

2. It shall be necessary for the bidder to present evidence that it is the General Contractor and that it has been in business for at least five (5) years, in this particular field, and can submit a suitable record/evidence of such experience in satisfactorily completing similar projects in size, magnitude and scope, to the scope of work which is required to be performed in this contract. The contractor must have completed at least three (3) projects as described above within the last three (3) years. (Use the References Attachment). In addition to the above, the bidder shall submit evidence that it has the necessary equipment to carry out this type of operation.

Pursuant to P.L. 204, c.57. each contractor must also include with their bid documents, copies of all required qualifications, licenses and certificates. Additionally, each contractor must include a copy of their current Public Works Contractor Registration Act Certificate, pursuant to NJSA 34:11-56.48 et. seq.

- a. How many years have you been engaged in the work required under this contract under your present firm or trade name? _____ years.
- b. What equipment do you own that is available and intended to be used on this project? Provide a description as to the quantity, size, type and capacity of this equipment, along with its present condition.

HOUSING AUTHORITY OF BERGEN COUNTY

c. What equipment do you intend to purchase or lease for us on this project, should the contract be awarded to you? Provide a description of the quantity, size, type, and capacity of the equipment you intent to lease or purchase.

d. How many years has your organization been in business performing the work required under this contract? _____ years.

e. If a corporation, answer the following:

1. Date of incorporation _____
2. State of incorporation _____
3. President's name _____
4. Vice President's name _____

f. If individual or partnership, answer the following:

1. Date of organization _____
2. Name and address of all partners (state whether general or limited partnership)

g. We normally perform _____% of the work with our own forces. General character of work performed by our company.

h. Have you ever failed to complete any work awarded to you?

_____ Yes _____ No

If so, state circumstances.

i. Has any other officer or partner of your organization ever been an officer or a partner of some other organization that failed to complete a contract?

_____ Yes _____ No

If so, state the name of the individual, other organization and reason therefor.

j. Has any officer or partner of your organization ever failed to complete a contract handled in his own name?

_____ Yes _____ No

If yes, state name of individual, name of owner and reason therefor.

k. Are there any liens, of any character, filed against your company at this time?

_____ Yes _____ No

If yes, specify the nature and amount of lien.

l. In what manner have you inspected the proposed project? Explain in detail.

HOUSING AUTHORITY OF BERGEN COUNTY

m. The work, if awarded to you, will have the personal supervision of whom?

Contact Name	Contact Phone
Contact Email	

n. Do you intent to subcontract any portion of the work? _____. If so, state which portion(s) is/are to be subcontracted.

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o. Have you made contracts or received firm offers for all materials within price use in preparing your proposal?
_____ Yes _____ No

Do not give names of dealers or manufacturers.

p. Give three (3) trade references: (Provide company name, contact, phone number and email.)

q. Give three (3) bank references: (Provide bank name, contact, phone number and email.)

HOUSING AUTHORITY OF BERGEN COUNTY

FINANCIAL STATEMENT

3. It shall be necessary for the bidder to present a financial statement indicating the condition of his/her company of not more than three months prior to the bid submission.
A certified copy can be attached in lieu of completing area below.
(Fill out this portion or attach copy of latest financial statements) of not more than three months prior to the bid submission).

ASSETS

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Cash in Bank & Name of Said Bank..... \$ _____
Accounts Receivable from Completed Contracts..... \$ _____
Real Estate Used for Business Purposes..... \$ _____

Material in Stock..... \$ _____
Equipment Book Value..... \$ _____
Furniture and Fixtures..... \$ _____
Other Assets..... \$ _____

TOTAL ASSETS \$ _____

LIABILITIES

Notes Payable to Bank..... \$ _____
Notes Payable for Equipment Obligations..... \$ _____
Notes Payable for Other Obligations..... \$ _____
Accounts Payable..... \$ _____
Other Liabilities..... \$ _____

TOTAL LIABILITIES \$ _____

STOCKHOLDER'S EQUITY \$ _____

HOUSING AUTHORITY OF BERGEN COUNTY

This form must be submitted by each bidder as part of formal bid documents. If information contained herein does not meet specification requirements, the bid may be rejected by the Authority.

JOB NAME & LOCATION	DESIGN ARCHITECT/ENGINEER & PHONE # / EMAIL	DATE JOB COMPLETED

HOUSING AUTHORITY OF BERGEN COUNTY

CONTRACTS COMPLETED IN THE LAST FIVE YEARS

List the more important contracts completed by you under your current company name in the last five (5) years, stating approximate gross cost for each, and the month and year of completion, or whether you are low bidder pending formal award of contract.

OWNER	LOCATION	DESCRIPTION	DATE OF CONTRACT START	GROSS AMOUNT OF CONTRACT	DATE OF CONTRACT COMPLETION

HOUSING AUTHORITY OF BERGEN COUNTY

SIGNATURE PAGE

Dated at: _____, this _____ day of _____, 2020
Town where completed day month

Name of Organization: _____

By: _____
Print Name of Person

Signature: _____

Title of Person Signing: _____

STATE OF: _____

COUNTY OF: _____

_____, being duly sworn, deposes and says that
Name of Person

he/she is _____ of _____
Title Name of Organization

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this _____

Day of _____, 2020

Notary Public Signature/ Stamp/ Seal

My commission expires: _____

HOUSING AUTHORITY OF BERGEN COUNTY

PUBLIC & INDIAN HOUSING ANNUAL SECTION 3 SUMMARY REPORTING REQUIREMENTS *TECHNICAL ASSISTANCE ON FORM HUD-60002

Applicability of Section 3 to Public and Indian Housing Programs

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] represents HUD's policy for providing preference to low- and very low-income residents of the community where the funds are spent (regardless of race or gender), and the businesses that substantially employ these persons for new employment, training, and contracting opportunities created from the usage of covered HUD funds.

The requirements of Section 3 apply to **all Public Housing Authorities (PHAs)** regardless of size or number of units [Section 8-Only Housing Authorities are exempt]. The requirements also apply to **all contractors** that receive awards from PHAs, regardless of the dollar amount of the contract.

Section 3 applies to the following types of Public and Indian Housing assistance:

- Public Housing Operating subsidies
- Public Housing Capital Funds for Development and Modernization;
- Hope VI Revitalization Grants;
- Resident Opportunities and Self-Sufficiency (ROSS) Grants;
- Family Self-Sufficiency (FSS) Grants;
- Lead Hazard Control Grants; and
- Economic Stimulus Funding

Recipient Responsibilities Pursuant to Section 3

Each PHA (and their contractors, subcontractors, or sub-recipients) are required to comply with the requirements of Section 3 for **new** employment, training, or contracting opportunities resulting from the expenditure of covered funding. This responsibility includes:

1. Implementing procedures to notify Section 3 residents and business concerns
2. Notifying potential contractors working on Section 3 covered projects of their responsibilities; about training, employment, and contracting opportunities generated by Section 3 covered assistance;
3. Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38];
4. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;
5. Assisting and actively cooperating with the Department in making contractors and subcontractors comply;
6. Refraining from entering into contracts with contractors that are in violation of Section 3 regulations;
7. Documenting actions taken to comply with Section 3; and
8. Submitting Section 3 Annual Summary Reports (form HUD-60002) in accordance with 24 CFR Part 135.90.

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Section 3 Summary Reports (Form HUD-60002)

Annually, each PHA is required to submit form HUD-60002 to HUD's Economic Opportunity Division in Washington, DC. Pursuant to 24 CFR 135.90, form HUD-60002 is due at one of the following intervals:

- 1) Where the program providing Section 3 covered funding requires the submission of an annual performance report (e.g., CAPERs report, etc.), form HUD-60002 shall be submitted at the time that the annual report is due;
- 2) If the program providing the Section 3 covered funding does not require an annual report, form HUD-60002 shall be submitted by January 10th of each year; or
- 3) Form HUD-60002 shall be submitted within 10 days of project completion (e.g., if the project is completed prior to January 10th).

Determining What Should Be Reported on Form HUD-60002

Section 3 Annual Summary Reports are intended to measure each PHA's efforts to comply with the statutory and regulatory requirements of Section 3 in its own operations **AND** those of contractors, subcontractors, and sub-recipients.

Accordingly, each submission of form HUD-60002 should indicate the following:

- The total dollar amount of HUD funding that was received by the PHA during the specified reporting period.
- The total number of new employees that were hired by the PHA or its contractors, subcontractors, and sub-recipients.
- The amount of new employees that were hired by the PHA or its contractors, subcontractors, and sub-recipients, that met the definition of a Section 3 resident.
- The total number of man hours worked on covered projects (optional).
- The aggregate number of hours worked by Section 3 residents on covered projects (optional).
- The total number of Section 3 residents that participated in training opportunities that were made available by the PHA, its contractors, sub-recipients, or other local community resource agencies.
- The total dollar amount of construction and/or non-construction contracts (or subcontracts) that were awarded with HUD funding received by the PHA.
- The dollar amount of the PHA's construction or non-construction contracts (or subcontracts) that were awarded to Section 3 business concerns.
- Detailed narrative descriptions of the specific actions that were taken by the PHA, covered contractors, subcontractors, sub-recipients, or others to comply with the requirements of Section 3 and/or meet the minimum numerical goals for employment and contracting opportunities.

****PHAs must submit a separate form HUD-60002 for each type of covered financial assistance (e.g., separate reports must be submitted for Operating Subsidies and Capital funding).**

Important Notes for Submitting HUD-60002

- Use the online Section 3 Summary Reporting System at: www.hud.gov/section3 to ensure that your report is received by the appropriate HUD office in a timely manner.

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- The “reporting period” option in the online Section 3 Summary Reporting System (box #7) lists quarters but the Section 3 reporting is an annual requirement. Accordingly, recipients should select **Quarter 4** to document the total amount of covered activities that took place during the entire year.
- PHAs should follow the same 12-month reporting period (i.e., fiscal, program, or calendar year) that is used for other HUD reports. If the PHA does not have other HUD reporting requirements, the Section 3 reporting period will follow the 12-month calendar year.
- Section 3 reports document compliance during the previous year (or reporting period). For instance, reports submitted on January 10, 2009, document the PHA’s efforts to comply with Section 3 during 2008.
- If the PHA (or its contractors, subcontractors and sub-recipients) did not hire any new employees during the reporting period, and/or if no construction or non-construction contracts were awarded, the PHA must state this in Part III of form HUD-60002 and certify that this information is true and accurate by penalty of law.

Form HUD-60002 and Section 3 Compliance Determinations

Absent evidence to the contrary, the Department considers PHAs to be in compliance with Section 3 if they meet the minimum numerical goals set forth at 24 CFR Part 135.30ⁱⁱⁱ

- a. 30 percent of the aggregate number of new hires shall be Section 3 residents;
- b. 10 percent of the total dollar amount of all covered construction contracts shall be awarded to Section 3 business concerns; and
- c. 3 percent of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns.

PHAs that fail to meet the numerical goals above bear the burden of demonstrating why it was not possible. Such justifications should describe the efforts that were taken, barriers encountered, and other relevant information that will enable the Department to make a compliance determination.

** Recipients that submit Section 3 reports containing **all zeros**, without a sufficient explanation to justify their submission, are in **noncompliance** with the requirements of Section 3.

Failure to comply with the requirements of Section 3 may result in sanctions, including: debarment, suspension, or limited denial of participation in HUD programs pursuant to 24 CFR Part 24. PHAs that are subject to annual A-133 Audits may also receive an audit finding for failure to submit form HUD- 60002 to HUD.

Where Are Reports Submitted

Form HUD-60002 must be submitted to HUD’s Economic Opportunity Division, in Washington, DC. Recipients are strongly encouraged to submit form HUD-60002 online at: www.hud.gov/section3. Recipients can also download a hard copy of form HUD 60002 from the website listed above. Hard copies shall be submitted via fax or mail to:

U.S. Department of Housing and Urban Development
Attn: Economic Opportunity Division
451 Seventh Street, SW
Room 5235
Washington, DC 20410
202-708-1286 (fax)

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Additional Section 3 Guidance and Technical Assistance

The Economic Opportunity Division is committed to providing PHAs guidance and technical assistance for compliance with the requirements of Section 3.

For additional information, please visit the Section 3 website at: www.hud.gov/section3. This webpage provides the following tools and information:

- Section 3 Statute—12 U.S.C. 1701u
- Section 3 Regulation—24 CFR Part 135
- Frequently Asked Questions
- Section 3 Model Programs
- Guidance on Section 3 and Economic Stimulus Funding
- Guidance on Section 3 and the Neighborhood Stimulus Program (NSP)
- Sample Section 3 Certification Forms (residents and business concerns)
- Link to HUD's Local Income Eligibility Calculator
- Link to Section 3 Annual Reporting System(form HUD-60002)
- Downloadable Forms
- Contact Information for Economic Opportunity Division staff
- Email inquiries on Section 3 can be sent to section3@hud.gov

Section 3 residents are defined as: 1) residents of public housing; or 2) individuals that reside in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and meet the definition of a low- or very low income person as defined by HUD).

Section 3 business concerns are defined as one of the following: 1) businesses that are 51 percent or more owned by Section 3 residents; 2) businesses whose permanent, full-time employees include persons, at least 30 percent of whom are current Section 3 residents or were Section 3 residents within 3 years of the date of first employment with the business concern; or 3) businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in the two previous categories.

See language at 24 CFR Part 135.30(d)

SAMPLE SECTION 3 BUSINESS CERTIFICATION

HOUSING AUTHORITY OF BERGEN COUNTY

Name of Business: _____

Address of Business: _____

Contact Person: _____ Title: _____

Telephone: _____

The bidder certifies that it is a Section 3 Business Concern based on:

_____ Status as a Section 3 resident-owned enterprise (at least 51% owned by Section 3 residents:

- Provide copy of resident lease, evidence of participation in a public assistance program, or signed certification of Section 3 resident
- Provide documentation of business ownership, such as copy of articles of incorporation, partnership agreement, list of owners/stockholders and percentage ownership of each, organization chart with names and titles

_____ At least 30% of permanent, full-time employees are currently Section 3 Residents or were _____ Section 3 residents within the past 3 years:

- Provide complete list of all permanent, full-time employees
- Provide list of employees claiming Section 3 status
- Provide documentation of Section 3 status for all applicable employees such as PHA residential lease or signed certification of Section 3 resident

_____ Commitment to subcontract 25% of the dollar awarded to qualified Section 3 business (only applicable to prime contractors:

- Provide list of subcontracted Section 3 business(es) and subcontract amount
- Provide documentation of Section 3 status for applicable businesses

I certify that the information provided here is true and correct and understand that any falsification of any information provided could subject me to disqualification and punishment under the law.

Authorized Name and Signature

Date

Witness Name and Signature

Date

Standard Terms and Conditions

1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT-

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Unless the bidder/offeror is specifically instructed otherwise in the Request for Proposals (RFP), or Sealed Bid (Bid) the following terms and conditions shall apply to all contracts or purchase agreements made with the Housing Authority of Bergen County (Authority). These terms are in addition to the terms and conditions set forth in the RFP or Bid and should be read in conjunction with same unless the RFP or Bid specifically indicates otherwise. In the event that the bidder/offeror would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the RFP or Bid, the bidder/offeror must present those conflicts during the question and answer period for the Authority to consider. Any conflicting terms and conditions that the Authority is willing to accept will be reflected in an addendum to the RFP or Bid. The Authority's terms and conditions shall prevail over any conflicts set forth in a bidder/offeror's proposal that were not submitted through the question and answer process and approved by the Authority. Nothing in these terms and conditions shall prohibit the Purchasing Agent (Agent) and/or Contracting Officer (Officer) from amending a contract when the Agent/Officer determines it is in the best interests of the Authority.

2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS -

The statutes, laws or codes cited herein are available for review in the Local Public Contracts Laws.

2.1 BUSINESS REGISTRATION – Pursuant to N.J.S.A. 52:32-44, the Authority is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (<http://www.state.nj.us/treasury/revenue/busregcert.shtml>, N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the Authority. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

2.2 ANTI-DISCRIMINATION -

All parties to any contract with the Authority agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.

2.3 PREVAILING WAGE ACT -

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the Housing Authority of Bergen County through the Purchasing Department, except those contracts which are not within the contemplation of the Act. The bidder's signature on [this proposal] is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by [this proposal] has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by [this proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

2.4 AMERICANS WITH DISABILITIES ACT -

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101, et. seq.

2.5 PAY TO PLAY PROHIBITIONS –

Pursuant to N.J.S.A. 19:44A-20.13 et seq (L.2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:

- a. make or solicit a contribution in violation of the statute;
- b. knowingly conceal or misrepresent a contribution given or received;
- c. make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- d. make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee;
- e. engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself would subject that entity to the restrictions of the Legislation;
- f. fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- g. engage in any exchange of contributions to circumvent the intent of the Legislation; or
- h. directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

2.6 POLITICAL CONTRIBUTION DISCLOSURE –

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The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888) 313-3532 or on the internet at: <http://www.elec.state.nj.us/>.

2.7 STANDARDS PROHIBITING CONFLICTS OF INTEREST -

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the Housing Authority of Bergen County.

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any Authority officer or employee or special Authority officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any Authority officer or employee or special Authority officer or employee from any Authority vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any Authority officer or employee or special Authority officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any Authority agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the Authority officer or employee or special Authority officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any Authority officer or employee or special Authority officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any Authority officer or employee or special Authority officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraphs 2.8a through 2.8e shall not be construed to prohibit a Authority officer or employee or Special Authority officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

2.8 COMPLIANCE - LAWS -

The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2.9 COMPLIANCE - STATE LAWS -

It is agreed and understood that any contracts and/or orders placed as a result of [this proposal] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

3. STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

3.1 COMPLIANCE - CODES -

The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT -

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS -

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:

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

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

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

N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:

1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

3. 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.

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

3.4 BUILDING SERVICE –

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

3.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT -

The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the Authority must be labeled by the contractor in compliance with the provisions of the statute.

3.6 BUY AMERICAN –

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the contractor shall be required to so certify.

4. INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION -

The contractor's liability to the Authority and its employees in third party suits shall be as follows:

(a) Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Authority and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

(b) The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions.

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(c) In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the Authority the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

4.2 INSURANCE -

The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with A.M. Best & Company. The contractor shall provide the Authority with current certificates of insurance for all coverage's and renewals thereof, and the certificates shall reflect that the insurance policies shall not be canceled for any reason except after sixty (60) days written notice to the Authority. Certificates of renewals shall be provided within thirty (30) days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the Authority until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the Housing Authority of Bergen County, One Bergen County Plaza, Floor 2, Hackensack, New Jersey 07601 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the Authority at:

volpe@habcnj.org

The insurance to be provided by the contractor shall be as follows:

a. General Aggregate for Commercial General Liability shall be in the minimum limit of \$2,000,000. Occurrence Form Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the Authority, its officers, and employees as "Additional Insured's" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, un-amended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.

b. Automobile Liability Insurance: Insurance with limits of not less than \$1,000,000 for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos as each may be applicable. The Authority must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the Authority's behalf or on Authority controlled property.

c. Worker's Compensation Insurance and Employers' liability: Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1,000,000 per accident. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

d. This \$1 million amount may have been raised by the RFP when deemed necessary by the Agent/Officer.

e. Professional Liability/Errors & Omissions: Insurance covering Contractor's liability arising or related to this Contract, with limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.

f. In the case of a contract entered into pursuant to N.J.S.A. 52:32-17, et.seq., (small business set asides) the minimum amount of insurance coverage in subsections a., b., and c. above may have been lowered in the RFP for certain commodities when deemed in the best interests of the Authority by the Agent/Officer.

g. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement Expiration, termination or cancellation.

5. TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR –

The contractor's status shall be that of any independent contractor and not as an employee of the Authority.

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5.2 CONTRACT AMOUNT -

The estimated amount of the contract(s), when stated on the RFP or Bid Form, shall not be construed as either the maximum or minimum amount which the Authority shall be obliged to order as the result of the RFP or Bid, or any contract entered into as a result of the RFP or Bid.

5.3 CONTRACT TERM AND EXTENSION OPTION -

If, in the opinion of the Agent/Officer, it is in the best interest of the Authority to extend a contract, the contractor shall be so notified of the Agent/Officer's Intent at least thirty (30) days prior to the expiration date of the existing contract. The contractor shall have fifteen (15) calendar days to respond to the Agent/Officer's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions including pricing of the original contract shall apply unless more favorable terms for the Authority have been negotiated.

5.4 AUTHORITY'S OPTION TO INCREASE OR REDUCE SCOPE OF WORK -

The Authority has the option, in its sole discretion, to increase or reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Agent/Officer shall provide to the contractor advance written notice of the change in scope of work and what the Agent/Officer believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

a. If the contractor does not agree with the Agent/Officer's proposed adjusted contract price, the contractor shall submit to the Agent/Officer any additional information that the contractor believes impacts the adjusted contract price with a request that the Agent/Officer reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Agent/Officer shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price.

(b) If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Agent/Officer an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Agent/Officer may request. The Agent/Officer shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.5 CHANGE IN LAW-

Whenever a change in applicable law or regulation affects the scope of work, the Agent/Officer shall provide written notice to the contractor of the change and the Agent/Officer's determination as to the corresponding adjusted change in the scope of work and corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

(a) If the contractor does not agree with the adjusted contract price, the contractor shall submit to the Agent/Officer any additional information that the contractor believes impacts the adjusted contract price with a request that the Agent/Officer reconsider the adjusted contract price. The Agent/Officer shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price.

(b) If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Agent/Officer an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Agent/Officer may request. The Agent/Officer shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.6 SUSPENSION OF WORK -

The Authority may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the Authority may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Agent/Officer shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Agent/Officer may require related to the equitable adjustment.

5.7 TERMINATION OF CONTRACT

a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Agent/Officer may terminate this contract at any time, in whole or in part, for the convenience of the Authority, upon no less than thirty (30) days written notice to the contractor.

b. For Cause

1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Agent/Officer may terminate the contract, in whole or in part, upon ten (10) day notice to the contractor with an opportunity to respond.

2. Where in the reasonable opinion of the Agent/Officer, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Agent/Officer is required to use the

HOUSING AUTHORITY OF BERGEN COUNTY

complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Agent/Officer may terminate the contract, in whole or in part, upon ten (10) day notice to the contractor with an opportunity to respond.

c. In cases of emergency the Agent/Officer may shorten the time periods of notification and may dispense with an opportunity to respond.

d. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.8 SUBCONTRACTING OR ASSIGNMENT

a. Subcontracting: The contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Agent/Officer. Such consent, if granted in part, shall not relieve the contractor of any of his responsibilities under the contract, nor shall it create privity of contract between the Authority and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

b. Assignment: The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Agent/Officer.

5.9 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND THE AUTHORITY -

Nothing contained in any of the contract documents, including the RFP or Bid and vendor's bid or proposal shall be construed as creating any contractual relationship between any subcontractor and the Authority.

5.10 MERGERS, ACQUISITIONS -

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Agent/Officer as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Agent/Officer, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within thirty (30) days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Agent/Officer must be so notified. All responsible parties of the dissolved business entity must submit to the Agent/Officer in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Agent/Officer.

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR -

The contractor hereby certifies that:

a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

b. All equipment supplied to the Authority and operated by electrical current is UL listed where applicable.

c. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the Authority. The contractor shall render prompt service without charge, regardless of geographic location.

d. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters.

e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.

f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.

g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the Authority is rendered.

5.12 DELIVERY REQUIREMENTS-

a. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract.

b. The contractor shall be responsible for the delivery of material in first class condition to the Authority or the purchaser under this contract and in accordance with good commercial practice.

c. Items delivered must be strictly in accordance with the contract.

d. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the Authority shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

5.13 CONTRACT AMENDMENT -

HOUSING AUTHORITY OF BERGEN COUNTY

Except as provided herein, the contract may only be amended by written agreement of the Authority and the contractor.

5.14 MAINTENANCE OF RECORDS -

The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless otherwise specified in the RFP or Bid. Such records shall be made available to the Authority for audit and review.

5.14 ASSIGNMENT OF ANTITRUST CLAIM(S) -

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the Housing Authority of Bergen County, for itself and on behalf of its subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the Authority or any of its subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

- a. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder.
- b. It shall advise the Attorney General of New Jersey:
 1. in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;
 2. immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- c. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey.
- d. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the Authority the allotted share thereof, if any, assigned to the Authority hereunder.

6. TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT -

Unless otherwise agreed to in writing by the Authority, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the Authority shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Agent/Officer must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

6.2 TAX CHARGES -

The Housing Authority of Bergen county is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The Authority's Federal Excise Tax Exemption number is 22-182-8802.

6.3 PAYMENT TO VENDORS -

a. The Authority is authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP or Bid. If a review of orders placed by the Authority reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Agent/Officer as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Agent/Officer may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the Authority the full purchase price.

b. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the original Bill of Lading, express receipt and other related papers must be sent to the Authority or using agency on the date of each delivery. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP or Bid and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP or Bid pricing sheets. When applicable, invoices should reference the appropriate RFP or Bid price sheet line number from the contractor's bid proposal. All invoices must be approved by the Authority or using agency before payment will be authorized.

c. In all time and materials contracts, the Authority or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record should be adapted that is appropriate for the Scope of Work being performed.

6.4 NEW JERSEY PROMPT PAYMENT ACT -

The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires the Authority to pay for goods and services within sixty (60) days of the Authority's receipt of a properly executed Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the Authority

HOUSING AUTHORITY OF BERGEN COUNTY

prior to processing any payments for goods and services accepted by the Authority. Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

6.6 AVAILABILITY OF FUNDS –

The Authority's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the Authority for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the Authority and made available through receipt of revenues.

CONFLICT OF INTEREST and

POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- a. result in an unfair competitive advantage to the bidder; or
- b. impair the bidder's objectivity in performing the contract work

In the absence of any actual or apparent conflict, I certify to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

- 1) be awarded contracts by any agency of the United States Government, HUD, or the State of New Jersey, or
- 2) participate in HUD programs pursuant to 24 CFR Part 24.

This certification above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

Signature of Person Authorized to sign for contractor

Print Name

Date

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Contractor Instructions

HOUSING AUTHORITY OF BERGEN COUNTY

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at [N.J.S.A. 19:44A-20.7](#)) are subject to the provisions of P.L. 2005, c. 271, s.2 ([N.J.S.A. 19:44A-20.26](#)). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - of a legislative district in which that public entity is located or, when the public entity is a county, any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See [N.J.S.A. 19:44A-8](#) and [19:44A-16](#) for more details on reportable contributions.

[N.J.S.A. 19:44A-20.26](#) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs)

When the business entity is a natural person, "a contributions by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity". [[N.J.S.A. 19:44A-20.26 \(b\)](#)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts)**

* [N.J.S.A. 19:44a-3\(S\)](#): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1933, c65 (C.1944A-10.1) for the purpose of receiving contributions and making expenditures.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to [N.J.S.A. 19:44A-20.26](#)

HOUSING AUTHORITY OF BERGEN COUNTY

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #: State Senator and two members of the General Assembly per district

County:

- Commissioners
- County Executive
- County Clerk
- Surrogate
- Sheriff

Municipalities: Mayor and members of governing body, regardless of title

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM
WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED CUSTOMIZABLE FORM**