



BID REQUEST

for

**SCAVENGER AND GARBAGE REMOVAL
SERVICES**

at

**NORTHVALE SENIOR RESIDENCE, LEHMANN GARDENS &
RIVER VALE SENIOR RESIDENCE**

For Bid Information

Erick Martinez

Phone: 201-892-4313

Email: martinez@habcnj.org

For Site Information

See attached Contact List

JULY 2021

HOUSING AUTHORITY OF BERGEN COUNTY

For insertion in The Record on Wednesday, August 4, 2021

INVITATION TO BID

The Housing Authority of Bergen County will be receiving sealed bids for: **SCAVENGER AND/OR GARBAGE REMOVAL SERVICES AT NORTHVALE SENIOR RESIDENCE, NORTHVALE, NJ, LEHMANN GARDENS, PARK RIDGE, NJ & RIVER VALE SENIOR RESIDENCE, RIVER VALE, NJ** in accordance with specifications HABC 2021.08.04 dated July 2021.-

The bid opening will be held REMOTELY at **10:00 a.m. on October 8, 2021**, at the Housing Authority of Bergen County, One Bergen County Plaza, Floor 2, Hackensack, New Jersey, 07601, at which time they will be opened and publicly read via teleconference. LATE BIDS WILL NOT BE ACCEPTED. PHOTOCOPIES, FACSIMILIES OR EMAILS OF THE BID DOCUMENTS WILL NOT BE ACCEPTED IN LIEU OF THE ORIGINALS.

The Contract shall be awarded for a period of Five (5) Years.

Bid documents are ONLY available electronically on "Vendor Registry", which can be accessed through our website friendly link: <http://habcnj.org/HABCopenbids>

All documents must be completed as required, and vendor must submit their bids electronically no later than the date and time outlined in the bid documents. Please register your business on "Vendor Registry" before electronic submission.

ADDITIONALLY, pursuant to N.J.S.A. 40A: 11-23 a hard copy of each bid MUST also be mailed, or hand delivered:

- 1) on original forms, as made available electronically, in a sealed envelope no later than the date and time outlined in the bid documents.
- 2) addressed and mailed to the HABC Purchasing Department as noted below
- 3) bearing the name and address of the bidder on the outside
- 4) clearly marked "BID" with the name of the item(s) being bid

Housing Authority of Bergen County,

Purchasing Department

One Bergen County Plaza, Floor 2,

Hackensack, NJ 07601

It should be noted that electronic bid submissions will be kept locked and will only be made accessible to the Authority on the prescribed bid opening date and time herein noted. Additionally, all hard copies mailed, or hand delivered to the above address shall be kept sealed and will be received and publicly opened via teleconferencing on the date and time specified below.

This bid opening can be attended by logging into Zoom in the following manner:

HOUSING AUTHORITY OF BERGEN COUNTY

Join Zoom Meeting: October 8, 2021, 10:00 a.m. ET

<https://us02web.zoom.us/j/8075390995?pwd=Nzc3V0wvS3RJSkhEOE1wMkVGTzhwUT09>

Meeting ID: 807 539 0995

Passcode: eYikD7

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


All questions must be submitted to martinez@habcnj.org.

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

Lynn Bartlett
Executive Director
Housing Authority of Bergen County

by: Erick Martinez
Purchasing Agent

HOUSING AUTHORITY OF BERGEN COUNTY

 CONTENTS OF BID PACKAGE <i>Form PD002</i> (Revised 11.13.2014)	HOUSING AUTHORITY OF BERGEN COUNTY		BID NUMBER:		HABC 2021.08.04	
	INVITATION TO BID			DESCRIPTION OF SERVICES		
	<u>Direct Questions concerning this Bid to:</u> ERICK MARTINEZ, PURCHASING AGENT PHONE: 201-892-4313 MARTINEZ@HABCNJ.ORG			SCAVENGER AND GARBAGE REMOVAL SERVICES AT NORTHVALE SENIOR RESIDENCE, LEHMANN GARDENS & RIVER VALE SENIOR RESIDENCE		
			CONTRACT TERM 5 Years		BEGINNING 11/01/2021	
					ENDING 10/31/2026	

CONTENTS OF BID PACKAGE

#		NAME OF DOCUMENT
1	X	PUBLIC ADVERTISEMENT FOR INVITATION FOR BID (FROM THE RECORD, August 4, 2021) MADE A PART OF THESE BID DOCUMENTS
2	X	SUBMISSION CHECKLIST
3	X	SPECIFICATIONS HABC 2021.08.04 DATED JULY 2021, AS PREPARED BY THE HOUSING AUTHORITY OF BERGEN COUNTY
4	X	BID FORM(S)
5	X	BIDDER'S AFFIDAVIT
6	X	AFFIDAVIT OF NON-DEFAULT
7	X	NON-COLLUSION AFFIDAVIT (MUST BE NOTARIZED)
8	X	STOCKHOLDER DISCLOSURE CERTIFICATION
9	X	AFFIRMATIVE ACTION AFFIDAVIT AND REGULATIONS (MUST BE NOTARIZED)
10	X	AFFIDAVIT FOR MINORITY BUSINESS ENTERPRISE (MUST BE NOTARIZED)
11		GENERAL CONTRACTOR AND SUBCONTRACTOR QUALIFICATION QUESTIONNAIRE (2 PAGE NARRATIVE INSTRUCTIONS)
12	X	GENERAL CONTRACTOR QUALIFICATION QUESTIONNAIRE (8 PAGES)
13	X	SUB-CONTRACTOR QUALIFICATION QUESTIONNAIRE (8 PAGES) **FOR EACH SUB-CONTRACTOR TO BE USED**
14	X	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS TO BIDDERS (Form HUD 5369-A)
15		INTENTIONALLY LEFT BLANK
16		INTENTIONALLY LEFT BLANK
17		INSTRUCTIONS TO BIDDERS FOR CONTRACTS FOR PUBLIC HOUSING PROGRAMS (Form HUD 5369)
18		STANDARD TERMS AND CONDITIONS
19	X	STATEMENT OF COMPLIANCE WITH HUD DETERMINED PREVAILING WAGE RATES IN EFFECT ON BID OPENING DATE
20	X	PUBLIC WORKS CONTRACTOR REGISTRATION ACT CERTIFICATE (TO BE SUBMITTED BY CONTRACTOR AND EACH SUB-CONTRACTOR USED)
21	X	REFERENCES ATTACHMENT
22	X	CONTRACTOR & SUB-CONTRACTOR QUALIFICATIONS AND LICENSING REQUIREMENTS
23	X	NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (TO BE SUBMITTED BY CONTRACTOR AND EACH SUB-CONTRACTOR USED)
24		INTENTIONALLY LEFT BLANK
25		HUD DETERMINED PREVAILING WAGE RATES
26		INTENTIONALLY LEFT BLANK
27	X	ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA
28	X	CONFLICT OF INTEREST & POLITICAL CONTRIBUTION DISCLOSURE FORM
29	X	SECTION 3 REQUIREMENTS AND CERTIFICATION OF CONFORMITY
30	X	W-9 FORM SAMPLE (REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION)
31	X	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
32	X	DLG Federal Debarment Model Form
35	X	ATTACHMENT #1


**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: 10:00 a.m. prevailing time, FRIDAY, OCTOBER 8, 2021

DEADLINE FOR QUESTIONS AND CLARIFICATIONS: 9/24/2021 10:00 a.m. prevailing time

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 2021.08.04	
	INVITATION TO BID	DESCRIPTION OF SERVICES		
	<i>Direct Questions concerning this Bid to:</i> ERICK MARTINEZ, PURCHASING AGENT PHONE: 201-892-4313 MARTINEZ@HABCNJ.ORG	SCAVENGER AND GARBAGE REMOVAL SERVICES AT NORTHVALE SENIOR RESIDENCE, LEHMANN GARDENS & RIVER VALE SENIOR RESIDENCE		
		CONTRACT TERM 5 YEARS	BEGINNING 11/1/2021	ENDING 10/31/2026

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	
		VENDOR	HABC
X	STOCKHOLDER'S DISCLOSURE CERTIFICATION, PUSUANT TO N.J.S.A. 52.24-25.2		
	BID GUARANTEE AS REQUIRED BY N.J.S.A. 40A:11-21 AND CERTIFICATE FROM SURETY COMPANY PURSUANT TO N.J.S.A. 40A:11-22 AS TO A PERFORMANCE BOND AND LABOR & MATERIAL BOND		
X	LISTING OF ALL SUB-CONTRACTORS AS REQUIRED BY N.J.S.A. 11-16, INCLUDING SUBCONTRACTOR QUALIFACTION QUESTIONNAIRE FOR EACH SUB-CONTRACTOR USED		
X	ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA (AS APPLICABLE) OF ANY NOTICE, REVISION OR ADDENDA TO 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		
X	BID DOCUMENT SUBMISSION CHECKLIST		
X	BID FORMS		
X	AFFIDAVIT OF NON-DEFAULT		
X	BIDDER'S AFFIDAVIT		
X	NON-COLLUSION AFFIDAVIT		
X	AFFIRMATIVE ACTION AFFIDAVIT		
X	AFFIRMATIVE ACTION REGULATIONS		
X	AFFIDAVIT FOR AFFIRMATIVE ACTION PLAN		
X	AFFIRMATIVE ACTION COMPLIANCE NOTICE		
X	AFFIDAVIT FOR MINORITY BUSINESS ENTERPRISE		
X	GENERAL CONTRACTOR QUALIFICATION QUESTIONNAIRE		
X	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS TO BIDDERS		
X	REFERENCES ATTACHMENT		
X	CONTRACTOR & SUBCONTRACTOR QUALIFICATIONS AND LICNESING REQUIREMENTS		
X	BUSINESS REGISTRATION CERTIFICATE, PURSUANT TO P.L. 2004, c57 (FOR CONTRACTOR & EACH SUBCONTRACTOR USED)		
X	PUBLIC WORKS CONTRACTOR REGISTRATION ACT CERTIFICATION		
X	CONFLICT OF INTEREST & POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION		
X	W-9 FORM (REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION)		
X	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN		
X	STATEMENT OF COMPLIANCE		
X	INSURANCE REQUIREMENTS & ACKNOWLEDGEMENT FORM		
See specifications for additional documents that may be required			

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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
<i>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</i>	
ORIGINAL Signature of Respondent _____	PRINT/ TYPE NAME & TITLE
	DATE

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PROCUREMENT SCHEDULE

ACTIVITY	DATE
Issuance of Invitation to Bid	August 04, 2021
Pre-Bid Meeting	None
Last Day for Questions/Clarifications	Friday, September 24, 2021, at 10:00 a.m. EST
Bid Opening Date	Friday, October 08, 2021, at 10:00 a.m. EST

SPECIFICATIONS FOR SCAVENGER AND/OR GARBAGE REMOVAL SERVICE

Northvale Senior Residence, 188 Franklin Street, Northvale, NJ , Lehmann Gardens, 12-14 Sulak Lane, Park Ridge, NJ & River Vale Senior Residence, 430 Cedar Lane, River Vale, NJ

1. Contractor shall supply all material, equipment, tools, permit, insurance, and labor necessary to safely collect and legally dispose of all waste materials from the buildings listed herein on Attachment #1. This document shall be an integral part of any contract executed by the Housing Authority of Bergen County, hereinafter referred to as the Authority and the contractor and may not be modified except as agreed to, in writing, by both parties.
2. Waste material is defined as follows:
 - a. Refuse of animal or vegetable matter.
 - b. Waste paper, tin, cans, bottles (plastic and/or glass).
 - c. Cloth material.
 - d. Grass cuttings, old hedges/bushes or bush or tree trimmings and leaves, provided the same are put in containers or are bundled and placed at container locations.
 - e. Discarded household appliances and furniture, which shall include, but shall not be limited to, washing machines, dryers, sofas, stuffed chairs, carpets which are rolled and tied, mattresses, bed springs, etc.
 - f. Christmas trees and other ornamental trees used for decoration purposes. These trees are to be picked up in their natural state and may or may not be bundled.
 - g. Contractor will not be required to remove major construction debris such as broken concrete, etc. However, the contractor will be responsible for the removal of materials resulting from minor repairs and renovations performed by the Authority.
3. Contractor shall be responsible for obtaining (at their expense) all necessary licenses, permits, insurance and certificates as required by the State of New Jersey and the County of Bergen. Copies are to be submitted with the bid.

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4. Contractor shall be responsible for the legal disposal of waste materials from the sites. Copies of dumping permits must be submitted with the bid.
5. Contractor shall be responsible for the cleaning up of any spillage of waste materials, which may occur during the pickup of same. Any required clean up must be done immediately.
6. Contractor shall, at all times, keep noise to a minimum in connection with the collection of waste material.
7. Contractor shall provide price quotations, for one year, two years, three years, four years and five years, for the building listed in Attachment #1. The Authority has the right to select any of the above.
8. Contractor shall be responsible to supply and maintain all containers in satisfactory working condition, which shall include, but shall not be limited to the repair and/or replacement of container covers, wheels, etc. Should the containers become inoperable, during the course of the contract, the contractor shall provide replacements of like Kind without additional cost.
9. The Authority will be responsible for snow removal if accumulated snowfall hinders the contractor in the performance of his/her work. Snowfall under 6" accumulation shall not relieve the contractor of his/her responsibility to make scheduled collections.
10. Containers must be returned to enclosures and gates must be closed after each pick up, as applicable. Contractor shall at his/her own expense, be responsible to restore all areas damaged.
11. The safety of visitors, residents and workers at the building shall not be jeopardized.
12. Accumulation of refuse left outside containers will not be allowed, and must be picked up, in addition to the garbage in each container. On these occasions, HABC staff will be available, if needed, to assist the driver with the pick-up of all garbage and refuse, inside and outside the containers (e.g. bulk items). The site must be left clean, and all areas disturbed must be restored to their original condition.
13. Contractor must make arrangements to visit the job site to familiarize themselves with all current conditions affecting this work. Failure to visit the site will not release the contractor of his responsibility to provide all the requirements of this job.

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14. Contractor shall be responsible to restore all areas damaged by the removal operation.
 - a) Prior to the award of a contract, the contractor will be required to provide the Authority with telephone number(s) to be used to contact the contractor in emergency situations.
 - b) Contractor shall also provide the name(s) and telephone number(s) of any and all sub-contractors to be used by the contractor in the removal operation.
 - c) Contractor must provide a schedule of pickups as per Attachment #1.
15. These specifications are intended to provide a guide on how the work is to be done and material and equipment to be used, but in no way are they exhaustive. Should any work, equipment or material be required which is not specified herein, but which is nevertheless necessary for the proper execution of the work, such work equipment and material shall be provided as fully as if they were specified without any additional compensation to the contractor.
16. Contractor shall provide general liability, automobile liability and Worker's Compensation coverage with the following limits: \$1,000,000, \$1,000,000, and \$1,000,000 respectively. A Certificate of Insurance must be provided within ten (10) days after notice of award is made to the contractor.
17. Invoices must be submitted to the Housing Authority of Bergen County, One Bergen County Plaza, Floor 2, Hackensack, New Jersey 07601, by no later than the first Friday of the month to be considered for payment at the end of month. Failure to comply with this requirement will result in a delay in the processing of invoices.
18. 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.
19. **The Contract shall be awarded for a period of five (5) years, beginning November 1, 2021, and terminating on October 31, 2026.** 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 of work shall not be adjusted due to the deflection of any work or due to the variation of any quantity for the various items scheduled in the bid.

20. NON-CURABLE ITEMS:

The following requirements shall be considered mandatory items to be submitted at the time specified by the contracting unit for receipt of the proposal; the failure to submit any one of the mandatory items shall be deemed a fatal defect that shall render the proposal submission unresponsive and that cannot be cured by the governing body:

1. **A Stockholder Disclosure Statement pursuant to N.J.S.A. 52:25-24.2**
2. **Bid Form(s)**
3. **A listing of subcontractors as required by N.J.S.A. 40:11-16 (If Applicable)**

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4. A document for the proposer to acknowledge receipt of any notice or revisions or addenda to the advertisement or proposal documents, or if not applicable, proposer acknowledges same pursuant to N.J.S.A. 40A:11-23/2e

21. 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.
- B. Each bid is to be submitted on the bid forms attached, in a sealed envelope addressed to the Purchasing Department, Housing Authority of Bergen County One Bergen County Plaza, Floor 2, Hackensack, New Jersey 07601 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.
- C. Bids must also be submitted electronically, at the designated time, on "Vendor Registry" using link: <http://habcnj.org/HABCopenbids>
- D. It is the bidder's responsibility to see that bids are presented to the Purchasing Department on the hour and at the place designated. Bids will not be accepted after the designated time and date.
- E. 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.

22. BID GUARANTEE

REQUIRED FOR CONTRACT - YES () NO (X)

Bidder shall submit with their bid a Bid Bond, certified check, cashier's check or bid bond in the amount of **Ten (10%) percent of the contract amount, not to exceed \$20,000.00** payable to the Housing Authority of Bergen County. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. **Bid Guarantee must be accompanied by a Consent of Surety.** Failure to submit a Bid Guarantee with your bid is a fatal defect and will result in your bid being rejected.

The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

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If the successful bidder fails to enter into a contract within 21 days from the date of notification to do so, then the certified check or bid bonds deposited by him/her shall, at the option of the Housing Authority of Bergen County, be retained as liquidated damages.

23. PERFORMANCE BOND & MAINTENANCE BOND

() is required (**X**) is not required

Upon Contract award, the contractor shall submit a Performance Bond and Labor and Material Payment Bond for 100% of the Contract amount.

Upon substantial completion of the work, a Two (2) Year Maintenance Bond in the amount of Ten (10%) percent of the final contract amount shall also be required. The contractor shall be responsible for all labor and material costs associated with any necessary repairs within the two (2) year period and same shall be provided upon request at no additional cost to the Authority.

24. 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 and give 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 those in the original specifications. No extra items or changes shall be made unless in pursuance of a written order from the Contracting Officer, 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, prepare an independent cost estimate for any item in this contract, for the purpose of determining the reasonableness of the costs submitted by the contractor.
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.

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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 to and from the work site(s) 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.
16. Before submitting his/her bid, the bidder shall be familiar with the plans (if any), specifications and other documents that will form parts of the contract, shall have investigated in detail the sites of the project and shall have made such examination thereof as may be necessary to satisfy him/herself in regard 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.

25. 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.

26. INTERPRETATION AND ADDENDA

- 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 made in writing, addressed and forwarded to:

HOUSING AUTHORITY OF BERGEN COUNTY

Erick Martinez

Purchasing Department

Housing Authority of Bergen County

One Bergen County Plaza, Floor 2

Hackensack, New Jersey 07601

or e-mailed to him at martinez@habcnj.org. The final day for submitting requests shall be September 24, 2021 by 10:00 a.m. EST

- C) Any interpretations of these bid specifications and any supplemental instructions will be in the form of a written addendum. 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 and return with their bid, the form acknowledging receipt of changes to bid documents. **Failure to complete and submit this form with your bid is a fatal defect and will result in your bid being rejected.**
- 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.

27. 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 or greater than 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.
- C) Vendor's literature will not suffice in explaining exceptions to these specifications.
- D) In the absence of any changes by the bidder, it will be presumed and required that materials as described in the bid be delivered.
- E) 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.
- F) The contractor shall hold and save harmless the Housing Authority of Bergen County, its officers, agents, 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.
- G) 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.

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28. 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(s), 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 shall be rejected.
- b) The Housing Authority of Bergen County further reserves the right to award each item or location 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) Should the bidder, to whom the contract is awarded, fail to enter into a contract within the timeframe pursuant to law, the Housing Authority of Bergen County may then, at its option, accept the bid of the next lowest responsible bidder.
- e) **The effective period of this contract will be for a period of five (5) years.**

29. NON-COLUSION AFFIDAVIT

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

30. 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 age, race, creed, color, national origin or ancestry, sexual or affectional preference, lesbian, gay, bisexual, transgender or handicap, disability, nationality or sex. 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.

HOUSING AUTHORITY OF BERGEN COUNTY

31. 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)

32. 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.

33. STOCKHOLDER DISCLOSURE CERTIFICATION

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any Housing Authority of Bergen County contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein. Form of Statement shall be completed and attached to the bid. **Failure to complete and submit this form with your bid is a fatal defect and will result in your bid being rejected.**

34. 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.

HOUSING AUTHORITY OF BERGEN COUNTY

35. INSURANCE REQUIREMENTS

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

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.

- a) 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

HOUSING AUTHORITY OF BERGEN COUNTY

- Bergen County as an Additional Insured.
- b) 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 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.
 - c) 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.
 - d) 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.
 - e) 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.

36. 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

HOUSING AUTHORITY OF BERGEN COUNTY

- 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 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.

37. PAYMENT

Invoices must be submitted to the Housing Authority of Bergen County, One Bergen County Plaza, Floor 2, Hackensack, New Jersey 07601, by no later than the last Friday of the month to be considered for payment at the end of month. Failure to comply with this requirement will result in a delay in the processing of invoices.

HOUSING AUTHORITY OF BERGEN COUNTY

38. 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.

39. 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.

40. USE OF SUBCONTRACTORS (IF APPLICABLE)

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.

41. 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.

42. 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.

Procedures for Construction Contracts (As may be applicable)

- 1) These procedures shall be used for all construction contracts. For consistency, "construction" shall

HOUSING AUTHORITY OF BERGEN COUNTY

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 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.

43. 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.

HOUSING AUTHORITY OF BERGEN COUNTY

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).

HOUSING AUTHORITY OF BERGEN COUNTY

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.

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: **Scavenger and Garbage Removal Services at Northvale Senior Residence, Lehmann Gardens & Rivervale Senior Residence**

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.
- Certificate of Authority, pursuant to NJSA 54:32B-1 et seq.
- Copies of Dumping Permits
- Solid Waste Facility Permit
- Certificate of Public Convenience and Necessity
- Solid Waste Transporter and Facility Licenses (N.J.S.A. 13:1E-126 et seq.)

HOUSING AUTHORITY OF BERGEN COUNTY

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																							
Print or type. See Specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																								
	2 Business name/disregarded entity name, if different from above																																																								
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																																							
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)																																																							
	6 City, state, and ZIP code																																																								
7 List account number(s) here (optional)																																																									
Part I Taxpayer Identification Number (TIN)																																																									
<p>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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. 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>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>																																																									
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="11" style="text-align: center;">Social security number</td></tr><tr><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td></tr><tr><td colspan="11" style="text-align: center;">or</td></tr><tr><td colspan="11" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td></tr></table>			Social security number																						or											Employer identification number																					
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<p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none">The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); andI 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; andI am a U.S. citizen or other U.S. person (defined below); andThe FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>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 for Part II, later.</p>																																																									
Sign Here	Signature of U.S. person ▶	Date ▶																																																							
General Instructions																																																									
<p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.</p> <ul style="list-style-type: none">Form 1099-INT (interest earned or paid)Form 1099-DIV (dividends, including those from stocks or mutual funds)Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)Form 1099-S (proceeds from real estate transactions)Form 1099-K (merchant card and third party network transactions)Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)Form 1099-C (canceled debt)Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p>																																																									
Cat. No. 10231X																																																									
Form W-9 (Rev. 10-2018)																																																									

SAMPLE W9 FORM

HOUSING AUTHORITY OF BERGEN COUNTY

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

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#: 97C-097-082/500
ADDRESS: 843 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 01/01/01
FORM-BRC(08-01)

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 0107230
ISSUANCE DATE: 07/14/04

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 302
TRENTON, NJ 08646-0302

AD-0740067
This Certificate is NOT negotiable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1092907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

**THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES**

**FAILURE TO PROCESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY 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_____

Notary Public Signature

My Commission Expires: _____, 202_____

(Affix Notary Public Seal)

HOUSING AUTHORITY OF BERGEN COUNTY

NON-COLLUSION AFFIDAVIT

I, _____, of the City/Town of _____
(name of affiant) (name of municipality)

in the County of _____, and the State of _____

of full age, being duly sworn pursuant to law on my oath depose and say that:

I am the _____ of the firm of _____
(title or position) (name of firm)

the bidder making this proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Housing Authority relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Company Name

*Signature

Title

Date

***FAILURE TO SIGN THIS AFFIDAVIT BY THE PRESIDENT, VICE PRESIDENT OR DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS PROPOSAL/ BID.**

MUST BE NOTARIZED

State of _____)
) ss
County of _____)

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

Notary Public Signature

My Commission Expires: _____, 202_____

(Affix Notary Public Seal)

HOUSING AUTHORITY OF BERGEN COUNTY

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_____

(Affix Notary Public Seal)

HOUSING AUTHORITY OF BERGEN COUNTY

AFFIDAVIT FOR AFFIRMATIVE ACTION PLAN

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

THAT he/she is the _____ of the _____
(partner or officer) (firm name)

and the party making a certain proposal or bid dated _____ 2021 for work in connection with the bid for:

(Indicate Job Name)

located in _____ New Jersey that such proposal or bid is submitted with full knowledge and understanding of the Affirmative Action Plan (AAP) requirements contained herein; that in submitting such proposal or bid, the bidder acknowledges that he or 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 _____)
) ss
County of _____)

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

Notary Public Signature

My Commission Expires: _____, 202_____

(Affix Notary Public Seal)

HOUSING AUTHORITY OF BERGEN COUNTY

AFFIRMATIVE ACTION AFFIDAVIT

(to be completed by firms with less than 50 employees)

I, _____, of the (City, Town, Borough) of _____

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

I.I am (President, Partner, Owner) of the firm of _____,
(name of firm) a bidder making a proposal upon the above named project.

2. _____ does not have 50 employees or more
(name of firm)

inclusive of all officers and employees of every type.

3. I am familiar with the affirmative action requirements of P.L. 1975 c. 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

4. _____ has complied with all the affirmative action
(name of firm)

requirements of the State of New Jersey, including those required by P.L. 1975 c. 127 and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

5. I am aware that if _____ does not comply with P.L. 1975 c. 127 and rules and regulations issued pursuant thereto, that no monies will be paid by the Housing Authority of Bergen County until an affirmative action plan is approved. I am also aware that the contract may be terminated and _____ may be debarred from all public contracts for a

(name of firm)
period of up to five (5) years.

6. In the event my workforce increases to 50 employees, I must contact the State Affirmative Action Office and complete an Employee Information Report.

Signature President, Vice-President, or Authorized Representative

Name and Title

MUST BE NOTARIZED

State of _____)
_____) ss
County of _____)

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

Notary Public Signature

My Commission Expires: _____, 202_____

(Affix Notary Public Seal)

HOUSING AUTHORITY OF BERGEN COUNTY

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 _____, 2021, 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 _____)
_____) ss
County of _____)

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

Notary Public Signature My Commission Expires: _____, 202_____

(Affix Notary Public Seal)

HOUSING AUTHORITY OF BERGEN COUNTY

STATEMENT OF COMPLIANCE

WAGE RATES

This is to certify that all persons employed by the undersigned will be paid full weekly wages earned, less permissible deduction for income taxes, social security, etc., and that no rebates have or will be made either directly or indirectly to the undersigned from the full weekly wages earned by any person in its employ, and further that all employees will be paid as defined in Regulations, Part 3 (29 CFR Part 3) issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 40 U.S.C. 276C), as described on said payroll; that said payroll is correct and complete; that the wage rates, as set forth in the General Wage Determinations issued under the HUD-Determined Wage Rates and Related Acts, U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, (unless otherwise specified), contained in said payroll for laborers, and mechanics, are not less than those applicable to such laborers and mechanics pursuant to the contract under which such work was performed; and that the classifications set forth for each laborer or mechanic conforms with the work he performed.

SIGNATURE: _____

TITLE: _____

MUST BE NOTARIZED

State of _____)
) ss
County of _____)

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

Notary Public Signature

My Commission Expires: _____, 202_____

(Affix Notary Public Seal)

HOUSING AUTHORITY OF BERGEN COUNTY

IMPORTANT NOTICE REGARDING BONDING REQUIREMENTS

The Bid Bond, Performance Bond, Labor and Material Payment Bond, Maintenance Bond, and Consent of Surety Guarantee must be obtained from a Surety Company that is listed on the Federal Treasury Listing (Circular 50 latest edition).

SURETY COMPANIES WHICH DO NOT APPEAR ON THE LIST ARE NOT ACCEPTABLE TO THE HOUSING AUTHORITY OF BERGEN COUNTY AND YOUR BID WILL BE REJECTED IF A NON-LISTED SURETY COMPANY IS USED.

Please note that the Bid Bond and Consent of Surety MUST be provided with your bid packet. Failure to return these items with your bid is a non-curable fatal flaw which shall cause your bid to be rejected.

Performance Bond and Labor & Material Payment Bond will be requested of the vendor who is awarded the contract.

If this section is checked off in the bid documents submission checklist, this contract will require a Maintenance Bond after substantial completion of the contract. The bond shall be for 10% of the final contract price for a period of two (2) years (unless otherwise specified in the bid packet). The Consent of Surety Guarantee must be obtained from a Surety Company that is listed on the Federal Treasury Listing (Circular 50 latest edition)

HOUSING AUTHORITY OF BERGEN COUNTY

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: _____

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.

HOUSING AUTHORITY OF BERGEN COUNTY

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 Disabilities

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

2021 HOLIDAY SCHEDULE

JANUARY 1 ST	FRIDAY	NEW YEAR'S DAY
JANUARY 18 TH	MONDAY	MARTIN LUTHER KING'S BIRTHDAY
FEBRUARY 15 TH	MONDAY	PRESIDENTS' DAY
APRIL 2 ND	FRIDAY	GOOD FRIDAY
MAY 31 TH	MONDAY	MEMORIAL DAY*
JUNE 18 TH	FRIDAY	JUNTEENTH (Observed)
JULY 5 TH	MONDAY	INDEPENDENCE DAY* (observed)
SEPTEMBER 6 TH	MONDAY	LABOR DAY*
OCTOBER 11 TH	MONDAY	INDIGENOUS PEOPLES DAY
NOVEMBER 2 RD	TUESDAY	ELECTION DAY
NOVEMBER 11 TH	THURSDAY	VETERAN'S DAY
NOVEMBER 25 TH	THURSDAY	THANKSGIVING DAY*
NOVEMBER 26 TH	FRIDAY	DAY AFTER THANKSGIVING DAY
DECEMBER 24 TH	FRIDAY	CHRISTMAS DAY* (observed)
DECEMBER 31 ST	FRIDAY	NEW YEAR'S DAY* (observed)

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

HOUSING AUTHORITY OF BERGEN COUNTY

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 13:321.5(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.

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- 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 intend 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?

HOUSING AUTHORITY OF BERGEN COUNTY

_____ 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?

Contact Name

Contact Phone

Contact Email

- n. Do you intend 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.)

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.

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. Give full information about all of your contracts, whether private or government contracts, whether prime or sub-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 _____, 2021
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 _____, 2021

Notary Public Signature/ Stamp/ Seal

My commission expires: _____

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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 intend 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.
- _____

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- 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?

Contact Name _____ Contact Phone _____

Contact Email _____
- n. Do you intend 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.)

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.

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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. Give full information about all your contracts, whether private or government contracts, whether prime or sub-contracts.

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 _____, 2021
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 _____, 2021

Notary Public Signature/ Stamp/ Seal

My commission expires: _____

Standard Terms and Conditions

1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT-

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:

HOUSING AUTHORITY OF BERGEN COUNTY

- 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 –

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: 13D-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.

HOUSING AUTHORITY OF BERGEN COUNTY

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:

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.

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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.
- (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: martinez@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

HOUSING AUTHORITY OF BERGEN COUNTY

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.

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.

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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 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

HOUSING AUTHORITY OF BERGEN COUNTY

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 –

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;

HOUSING AUTHORITY OF BERGEN COUNTY

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 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

HOUSING AUTHORITY OF BERGEN COUNTY

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Contractor Instructions

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: o of the public entity awarding the contract o of that county in which that public entity is located o of another public entity within that county
 - o or of a legislative district in which that public entity is located or, when the public entity is a county, of 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 contribution 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."

HOUSING AUTHORITY OF BERGEN COUNTY

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:		
Address:		
City:	State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44a-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

☐ Check here if the information is continued on subsequent page(s)

HOUSING AUTHORITY OF BERGEN COUNTY

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

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

County:

- ☐ Commissioner
- ☐ 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**

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SCAVENGER SERVICE AND/OR GARBAGE REMOVAL SERVICES - REVISED AS OF 8/4/16.

ATTACHMENT # 1

LOCATION	TYPE OF GARBAGE	# OF CONTAINERS	SIZE OF CONTAINERS	NUMBER OF PICK-UPS PER WEEK	
				GENERAL ITEMS	RECYCLED ITEMS
Northvale Senior Residence 188 Franklin Street Northvale, NJ 07647 Contact: Kathy Pisco Regional Property Manager cell phone: 201 937-7455 email: Pisco@habcnj.org	General	1	4 Cu. Yd. Container RL (Rear-Load)	3x per week: Monday, Wednesday & Friday	
	Recyclable	1	4 Cu. Yd. Container RL (Rear-Load)		1x per week: Wednesday
Lehmann Gardens 12-14 Sulak Lane Park Ridge, NJ 07656 Contact: Kathy Pisco Regional Property Manager cell phone: (201) 937-7455 email: Pisco@habcnj.org	General	3	2 cubic yards FL (Front-Load)	3x per week: Monday, Wednesday & Friday	3x per week: Monday, Wednesday & Friday
River Vale Senior Residence 430 Cedar Lane River Vale, NJ 07675 Contact: Kathy Pisco Regional Property Manager cell phone: 201 937-7455 email: Pisco@habcnj.org	General	2	2 cubic yards RL (Rear-Load)	3x per week: Monday, Wednesday & Friday	3x per week: Monday, Wednesday & Friday
	Recyclable	1	2 cubic yards RL (Rear-Load)	3x per week Monday, Wednesday & Friday	3x per week Monday, Wednesday & Friday

NOTE: The Recyclable Items include: Paper, Cardboard, Plastic, Glass & Cans. All recyclable bins must be identified with proper signs. During the term of the contract, if any town passes an ordinance requiring the recyclables to be picked up separately, the contractor must provide recyclable containers and pick up service for that location, upon written request from the Housing Authority of Bergen County
Size of containers may change according to future needs.

BID FORM

Name of Landfill/Disposal Site: _____ Landfill/Disposal Site Permit No.: _____

[illegible]