



RE-BID REQUEST

for

ELEVATOR MAINTENANCE, SERVICE & REPAIRS

for

**VARIOUS BUILDINGS OWNED AND/OR MANAGED BY THE
HOUSING AUTHORITY OF BERGEN COUNTY**

For Re-Bid Information

Erick Martinez

Phone: 201-892-4313

Email: martinez@habcnj.org

For Site Information

See attached Contact List

FEBRUARY 2021

ATTENTION ALL BIDDERS

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

During the COVID-19 pandemic all re-bid packets will only be available electronically on “Vendor Registry”. Hard copies of re-bid documents will not be available from the main office or any other physical location.

Vendors who wish to obtain bid documents and participate in the bid process will be required to be registered vendors with “Vendor Registry” and can register on the following link:

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

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

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

All documents must be completed as required and vendor may submit their bid electronically and a hard copy of original documents mailed as noted below, no later than the due date and time outlined in the bid documents.

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

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

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

It should be noted that electronic bid submissions will be kept locked and will only be made accessible to the Authority on the prescribed bid opening date and time herein noted. Additionally, all hard copies mailed to the above address shall be kept sealed, and will be received and publicly opened on the bid opening date and time in the conference room of following manner:

Join Zoom Meeting:

Time: April 30, 2021 at 10:00 AM Eastern Time (US and Canada)

<https://us04web.zoom.us/j/9927769002?pwd=bjJYUjhBamQySFdyQURYVVRiZjBDdz09>

Meeting ID: 992 776 9002

Password: HABC0828

Individuals lacking resources or know-how for technological access to the bid documents should contact Erick Martinez, for assistance in accessing plans and bid documents by calling 1-201-892-4313 or by emailing him at martinez@habcnj.org. Further, those individuals who have no capacity to access computer or mobile devices may obtain detailed instructions on how to obtain access to the public bid opening process by contacting Erick Martinez at the above referenced phone number and email address.

| | | | |
|--|--------------------------------|--|------------------------|
| HOUSING AUTHORITY OF BERGEN COUNTY INVITATION TO RE-BID | BID NUMBER: | HABC 2021.03.12 | |
| | DESCRIPTION OF SERVICES | | |
| <i>Direct Questions concerning this Bid to:</i> Erick Martinez, Purchasing Agent PHONE: 201-892-4313 MARTINEZ@HABCNJ.ORG | | ELEVATOR MAINTENANCE, SERVICE & REPAIRS | |
| | | CONTRACT TERM 2 YEARS | BEGINNING 06/1/2021 |
| | | ENDING 3/31/2023 | |

GENERAL BID REQUIREMENTS

- SUBMISSION DEADLINE:** (no later than this date & time)


| | |
|---|-------------------------|
| DATE: April 30, 2021 | TIME: 10:00 A.M. |
| NOTE: TIME IS OF THE ESSENCE. LATE OFFERS WILL BE REJECTED | |

- Mailing Address:**

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

The Bid Opening shall be held at the same location

- The Proposal/Bid must conform to the specifications as outlined in the Invitation to Bid
- Bids shall be enclosed in a sealed envelope addressed to the Housing Authority as noted above, with the Bid Number and description of Bid Item clearly indicted on the outside of the envelope
- Bids must include all price information, typed or written in ink
- Bid prices must remain valid and firm for 60 days after bid deadline
- The Respondent must sign the Bid in ink and all corrections or alterations in units or prices must be initialed by the bidder in ink
- The Respondent must provide proof of Liability Insurance as specified
- An Affirmative Action Certificate & Project Workforce Report** (form-AA201) may be required at contract awarding and during term of contract

| | | | | |
|--|--|---------------------------------|--|-----------------------------|
|  CONTENTS OF BID PACKAGE Form PD002 (Revised 11.13.2014) | HOUSING AUTHORITY OF BERGEN COUNTY | BID NUMBER: | HABC 2021.03.12 | |
| | INVITATION TO RE-BID | | DESCRIPTION OF SERVICES | |
| | <i>Direct Questions concerning this Bid to:</i> Erick Martinez, Purchasing Agent PHONE: 201-892-4313 MARTINEZ@HABCNJ.ORG | | ELEVATOR MAINTENANCE, SERVICE & REPAIRS | |
| | | CONTRACT TERM 2 YEARS | BEGINNING 6/01/2021 | ENDING 05/31/2023 |

CONTENTS OF BID PACKAGE

| # | | NAME OF DOCUMENT |
|----|---|---|
| 1 | | PUBLIC ADVERTISEMENT FOR INVITATION TO RE-BID (FROM THE RECORD, APRIL 1, 2021) MADE A PART OF SPECIFICATIONS |
| 2 | X | BID DOCUMENT SUBMISSION CHECKLIST |
| 3 | | SPECIFICATIONS HABC 2021.03.12, DATED FEBRUARY 2021 AS PREPARED BY THE HOUSING AUTHORITY OF BERGEN COUNTY |
| 4 | X | BID FORM (S) |
| 5 | X | AFFIDAVIT OF NON-DEFAULT |
| 6 | X | BIDDER'S AFFIDAVIT |
| 7 | X | NON-COLLUSION AFFIDAVIT |
| 8 | X | STOCKHOLDER'S DISCLOSURE CERTIFICATION |
| 9 | X | AFFIDAVIT FOR AFFIRMATIVE ACTION PLAN |
| 10 | X | AFFIRMATIVE ACTION AFFIDAVIT AND REGULATIONS |
| 11 | X | AFFIDAVIT FOR MINORITY BUSINESS ENTERPRISE |
| 12 | X | AFFIRMATIVE ACTION COMPLIANCE NOTICE |
| 13 | X | STATEMENT OF COMPLIANCE |
| 14 | | GENERAL CONTRACTOR & SUBCONTRACTOR QUALIFICATIONS QUESTIONNAIRE (2 PAGE NARRATIVE INSTRUCTIONS) |
| 15 | X | GENERAL CONTRACTOR QUALIFICATION QUESTIONNAIRE (8 PAGES) |
| 16 | X | SUB-CONTRACTOR QUALIFICATION QUESTIONNAIRE (8 PAGES) |
| 17 | X | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS TO BIDDERS (Form HUD 5369A) |
| 18 | | BID BOND OR CERTIFIED CHECK AND CERTIFICATE OF SURETY AS REQUIRED |
| 19 | | INSTRUCTIONS TO BIDDERS FOR CONTRACTS FOR PUBLIC HOUSING PROGRAMS (Form HUD 5369) |
| 20 | | STANDARD TERMS AND CONDITIONS |
| 21 | | IMPORTANT NOTICES REGARDING BONDING REQUIREMENTS |
| 22 | X | STATEMENT OF COMPLIANCE WITH NEW JERSEY DETERMINED PREVAILING WAGE RATES IN EFFECT ON RE-BID OPENING DATE |
| 23 | X | PUBLIC WORKS CONTRACTOR REGISTRATION ACT CERTIFICATE (TO BE SUBMITTED BY CONTRACTOR AND EACH SUB-CONTRACTOR USED) |
| 24 | X | REFERENCES ATTACHMENT |
| 25 | X | CONTRACTOR AND SUBCONTRACTOR QUALIFICATIONS AND LICENSING REQUIREMENTS |
| 26 | X | NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (TO BE SUBMITTED BY CONTRACTOR AND EACH SUB-CONTRACTOR USED) |
| 27 | X | NEW JERSEY PREVAILING WAGE RATES |
| 28 | X | ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA |
| 29 | X | CONFLICT OF INTEREST & POLITICAL CONTRIBUTION DISCLOSURE FORM |
| 31 | X | W-9 FORM (REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION) |
| 32 | X | DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN |

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

PRE-BID MEETING: NONE SCHEDULED

RE-BID OPENING DATE: 10:00 AM ON FRIDAY, April 30, 2021

| | | | | |
|--|--|---|---------------------------------|------------------------------|
|  <p>BID DOCUMENT SUBMISSION CHECKLIST Form PD003 (Revised 11.13.2014)</p> | <p>HOUSING AUTHORITY OF BERGEN COUNTY</p> | <p>BID NUMBER: HABC 2021.03.12</p> | | |
| | <p>INVITATION TO RE-BID</p> <p><i>Direct Questions concerning this Bid to:</i></p> <p>ERICK MARTINEZ, PURCHASING AGENT PHONE: 201-892-4313 MARTINEZ@HABCNJ.ORG</p> | | | |
| | <p>DESCRIPTION OF SERVICES</p> <p>ELEVATOR MAINTENANCE & REPAIRS</p> <table border="1"> <tr> <td>CONTRACT TERM 2 YEARS</td> <td>BEGINNING 6/1/2021</td> <td>ENDING 05/31/2023</td> </tr> </table> | | CONTRACT TERM 2 YEARS | BEGINNING 6/1/2021 |
| CONTRACT TERM 2 YEARS | BEGINNING 6/1/2021 | ENDING 05/31/2023 | | |

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 | | | |

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 Re-Bid, including all addenda</i> | |
| ORIGINAL Signature of Respondent _____ | PRINT/ TYPE NAME & TITLE |
| | DATE |

For Publication: On April 1, 2021

NOTICE TO BIDDERS

Sealed re-bids will be received by GFA, LLC, on behalf of the Housing Authority of Bergen County on Friday, April 30, 2021 at 10:00 a.m. prevailing time at GFA, LLC's main office. Bids are to be submitted to HABC care of GFA, LLC. 576 Valley Road, Suite 242, Wayne NJ 07470 for: **ELEVATOR MAINTENANCE, SERVICE & REPAIR** in accordance with specifications HABC 2021.03.12 dated February 2021.

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

The re-bid opening will be held at 10:00 a.m. (prevailing time) on Friday, April 30, 2021 at which time they will be opened and publicly read via zoom as listed below. LATE RE-BIDS WILL NOT BE ACCEPTED. PHOTOCOPIES OR FACSIMILIES OF THE RE-BID DOCUMENTS WILL NOT BE ACCEPTED IN LIEU OF THE ORIGINALS. VENDORS MAY ALSO SEND AN ELECTRONIC VERSION AS SEPECIFIED HEREIN, BUT ORIGINAL DOCUMENTS ARE MANDATORY.

All bid packets will only be available electronically on "Vendor Registry" and can register on the following link:

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

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

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

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

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

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

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

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

Join Zoom Meeting:

Time: Friday, April 30, 2021 at 10:00 AM Eastern Time (US and Canada)

<https://us04web.zoom.us/j/9927769002?pwd=bjYUjhBamQySFdyQURYVVRiZjBDdz09>

Meeting ID: 992 776 9002

Password: HABC0828

Individuals lacking resources or know-how for technological access to the re-bid documents should contact Erick Martinez, for assistance in accessing plans and re-bid documents by calling 1-201-892-4313 or by emailing him at martinez@habcnj.org. Further, those individuals who have no capacity to access computer or mobile devices may obtain detailed instructions on how to obtain access to the public re-bid opening process by contacting Erick Martinez at the above referenced phone number and email address.

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

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

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

Lynn Bartlett
Executive Director
Housing Authority of Bergen County

By: Vincent Bufis, QPA
Director of Operations
Housing Authority of Bergen County

PROCUREMENT SCHEDULE

| ACTIVITY | DATE |
|---------------------------------------|--------------------------------------|
| Issuance of Re-Bid Request | April 1, 2021 |
| Pre-Bid Meeting | None |
| Last day for Questions/clarifications | Friday, April 16, 2021 at 10:00 a.m. |
| Re-Bid Opening Date | Friday, April 30, 2021 at 10:00 a.m. |

INTRODUCTION AND GENERAL INFORMATION

The Housing Authority of Bergen County (hereafter "Authority") is soliciting Sealed Re-Bids from interested persons and/or firms for the provision of Maintenance, Service & Repairs of the Elevators at the buildings listed on Attachment # 1 of these specifications. Said specifications shall be made an integral part of the Contract with the contractor and are intended to supplement, but in no way limit, the terms and conditions of the Contract. Should there be a conflict between any part of these specifications and those of the contractor's specifications, these specifications will take precedence.

Throughout these specifications, "Authority" shall mean the Housing Authority of Bergen County and "Contractor" shall mean the Contractor awarded the contract by the Authority to maintain the entire elevator equipment at each building.

Through the Sealed Re-Bid process described herein, persons and/or firms interested in assisting the Authority with the provision of such services must prepare and submit a Sealed Re-Bid in accordance with the procedure and schedule in this request of re-bid. The Authority will review and evaluate all re-bids submitted in order to determine if they have met all of the requirements herein and if they are responsive and responsible based on the inclusion of all the information required to be included as described herein. The Authority intends to award a contract to the lowest responsive and responsible bidder(s).

GENERAL INSTRUCTIONS**1. SUBMISSION OF BIDS**

- A. Sealed bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid shall be submitted on the original forms attached, in a sealed envelope
 - 1) Addressed to the Purchasing Department of the Authority
 - 2) Bearing the name and address of the bidder on the outside of the envelope
 - 3) Clearly marked "RE-BID" with the name of the item(s) being bid
 - 4) Provide one original copy of the bid documents

- C. It is the bidder's responsibility to see that bids are presented to the Authority's Purchasing Department on the hour and at the place designated. Bids may be hand delivered or mailed; however, the Authority disclaims any responsibility for bids forwarded by regular mail or common carrier. Respondents are cautioned that reliance on the US Postal Service, other mail delivery, and or courier service for timely delivery of submissions is at their own risk. Failure by the Respondent's submission to reach the Purchasing Department of the Authority by the prescribed time will result in a return of the unopened submission. Mailing submissions should allow for normal mail delivery time and internal circulation within the Authority to ensure the timely receipt of their submissions by the Authority's Purchasing Department. All bids mailed to the designation in B. above must also appear on the outside of the envelope.
- D. The Authority 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.
- E. The Authority reserves the right to suspend or terminate the procurement process herein described at any time (at its sole discretion). If terminated, the Authority may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
- F. More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.
- G. The information in each submission may be subject to public disclosure pursuant to State and Federal law.
- H. Submissions will be held confidential during the bid process until such time as the final contract is executed, upon such time the bid submittals may be subject to the Open Public Records Act for non-proprietary information.
- I. It is the responsibility of the prospective vendor to indicate what submitted information is proprietary.
- J. All submissions will become the property of the Authority.
- K. Submitted packages will not be returned to respondents.
- L. The preparation of a response shall be at the expense of the respondent. The Authority will not reimburse firms for any costs associated with the preparation or submittal of a response.
- M. By responding to this request, firms acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.
- N. Submissions which, in the sole judgment of the Authority, fail to meet the requirements of this request or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.
- O. Proposers assume sole responsibility for the complete effort required in this request for bid. No special consideration shall be given after responses are opened because of a responder's failure to be knowledgeable of all the

- requirements of this request. By submitting a response to this offering, the vendor represents that it has satisfied itself, from its own investigation, of all the requirements of this request for bid.
- P. Protest of restrictive specifications or improprieties in the solicitation, by any interested party, must be received by the Procurement Department of the Authority, in writing, not less than three (3) working days before the closing date for receipt of submissions.
 - Q. The proposal submitted by the vendor shall be binding on the vendor.
 - R. The Authority has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Contracting Officer of the Authority shall provide advanced, written notice to the vendor.
 - S. Upon receipt of such written notice, the vendor will submit, within ten (10) working days to the Contracting Officer of the Authority, an itemization of the work effort already completed by task or subtasks. The vendor shall be compensated for such work effort according to the applicable portions of its cost proposal.
 - T. The Authority reserves the right to cancel this contract with thirty (30) days written notice to the vendor with or without cause.
 - U. The Authority may consider the reputation and experience of the vendor and information that might result in debarment or suspension of the vendor from contracting with the State of New Jersey or any public agencies. A vendor that has been debarred or suspended by New Jersey, or any other State, or related agencies will be disqualified.

2. BID SECURITY

The following provisions, if indicated by a (check mark) shall be applicable to this bid and be made a part of the bidding documents. All costs associated with securing the required bonding shall be paid by the contractor and shall be included in the total cost.

BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the Housing Authority of Bergen County.

When submitting a Bid Bond, it shall contain a Power of Attorney for full amount of Bid Bond from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Authority. Bid Guarantee and Consent of Surety are required to be submitted as a guarantee that the successful bidder will accept the order and enter into a contract and will perform all work at the price noted on the bid submission.

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 and Labor and Material Payment Bond or other security is submitted.

The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to statute.

Failure to submit required guarantee shall be cause for rejection of the bid. Please note that the contractor must submit the original bond with a raised seal. A copy of the bond will not be accepted.

CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Authority stating that it will provide said bidder with a Performance Bond and a Labor and Material Payment Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish said Performance and Payment Bonds from an acceptable Surety Company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to statute.

CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF THE SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING A BID.

Failure to submit required Consent of Surety shall be cause for rejection of the bid. Please note that the contractor must submit the original bond with a raised seal. A copy of the bond will not be accepted.

PERFORMANCE & LABOR & MATERIAL PAYMENT BONDS

Successful bidder shall simultaneously with the delivery of the executed contract submit an executed bond in the amount of One Hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract. A Labor and Material Payment bond in the amount of One Hundred percent (100%) of the acceptable bid shall also be required at the same time.

Performance Bonding shall remain in effect for the duration of the original contract term and any contract extensions that may be issued.

3. QUOTATIONS, BIDS AND FORMS

- A. The Housing Authority of Bergen County is exempt from any local, state or federal sales, use or excise tax. The Authority will not pay service charges such as interest or late fees.
- B. 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.
- C. Failure to sign and give all information in the bid may result in the bid being rejected.
- D. The inability of any bidder to quote on all items listed in this solicitation will not preclude consideration of his/her bid.
- E. 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. *F. Non-Applicable.*
- G. Insert prices for furnishing all of the material described. Prices shall be met including all transportation charges fully prepaid by the contractor (F.O.B. destination, freight prepaid) and placement as designated by the Authority. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors' convenience when a single shipment is ordered.
- H. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid shall be withdrawn for a period of 60 days after the bids are received.
- I. All forms shall be completed and attached in the bid proposal. *BIDDER IS ALERTED TO THE BID DOCUMENT CHECK LIST PAGE.*
- J. All formal solicitations are opened and read publicly at the Authority's main office building in the presence of any parties bidding or their agents who are then and there present and shall also make proper record of the prices and terms upon the tabulation worksheets.
- K. All submissions shall be evaluated by the Contracting Officer and members of the Evaluation Committee. An award shall be made to the lowest responsive and responsible bidder providing a submission that results in the lowest ultimate cost to the Authority.
- L. In determining the responsiveness of a bid submission, the Contracting Officer will review the bidder's response as to its conformity with all stated requirements of the bid solicitation. Once a bidder is determined responsive, bids will be reviewed as to price and value consideration of their comparative products as normally stated within this solicitation.
- M. Bidder responsiveness is considered prior to any award recommendation.
- N. ***Past performance histories are considered, and any requested bidder references checked. The Authority, at its sole option, may disqualify a bidder with whom it had prior negative experience on similar projects or services.***

4. INTERPRETATIONS AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications by the Authority. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Contracting Officer. In the event the

bidder fails to notify the Authority of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Contracting Officer. In order to be given consideration, written requests for interpretation must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with Statute. All addenda so issued shall become part of the contract documents and shall be acknowledged by the bidder in the bid. The Authority's interpretations and corrections thereof shall be final.
- D. The last day for submission of questions and/or clarifications shall be Friday, April 16, 2021 at 10:00 a.m.
- E.
 - 1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 - 2. In the event of a discrepancy between the unit prices and the extended totals, the unit prices shall prevail.
 - 3. In the event there is an error of the summations of the extended totals, the computation by the Authority of the extended totals shall govern.

5. 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 descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- C. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The Authority reserves the right to evaluate the equivalency of a product which, in its deliberations, meets its requirements.
- D. The contractor shall hold and save harmless the Authority, its officers, agents, servants and employees, from any liability of any nature and kind for or on account of use of any copyrighted or copyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.
- E. Wherever practical and economical to the Authority, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

6. AWARD OF BID

- A. The Authority 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 responsive and responsible bidder, if it is in the best interest of the Authority 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 Authority further reserves the right to award each 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 the best interest of the Authority. Without limiting the generality of the foregoing, the Authority reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.
- C. The Authority reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- D. ***Past performance histories are considered, and any requested bidder references checked. The Authority, at its sole option, may disqualify a bidder with whom it had prior negative experience on similar projects or services.***
- E. Should the bidder, to whom the contract is awarded, fail to enter into a contract within the timeframe allowed under Statute, the Authority may then, at its option, accept the bid of the next lowest responsible bidder.
- F. The effective period of this contract will be for Two (2)-years beginning June 1, 2021 and terminating May 31, 2023 unless otherwise noted in the specifications. Continuation of the terms of this contract beyond the first year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Authority reserves the right to cancel this contract. The Authority, at its sole discretion, has the option to extend the contract for One (1) additional year upon termination of the original contract term.
- G. Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.

7. NEW JERSEY PREVAILING WAGE ACT (When Applicable)

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payrolls within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at http://wd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html.

8. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-contractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is a "person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute (N.J.S.A. 34:11:56.25(5)). The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting, and decorating as is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at: http://lwd.dol.state.nj.us/labor/wagehous/regperm/pw_cont_reg.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

NOTE: All labor costs and wages to be paid to employees for all Buildings MUST be New Jersey Prevailing Wage Rates for each job classification used. The 2021 New Jersey Prevailing Wage Rates for Bergen County may be downloaded from the following site: http://lwd.dol.state.nj.us/labor/forms_pdfs

9. NON-COLLUSION AFFIDAVIT

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

10. **NON-DISCRIMINATION**

There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, lesbian, gay, bisexual, transgender, familial status, liability for service in the Armed Forces of the United States of America, or nationality. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

11. **MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE**

NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE EEO/AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127, AS AMENDED FROM TIME TO TIME, AND THE AMERICANS WITH DISABILITIES ACT.

Procurement, Professional and Service Contracts

All successful vendors must submit prior to an award 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 State Certificate of Employee Information Report, or 3) A photocopy of completed Affirmative Action Employee Information Report: AA302- available on-line at: www.state.nj.us/treasury/contract_compliance

Construction Contracts

All successful contractors must submit prior to signing of the contracts an Initial Project Manning Report (AA201- available on-line at: www.state.nj.us/treasury/contract_compliance for any contract award that meets or exceeds the bidding threshold.

12. **WORKER AND COMMUNITY RIGHT TO KNOW ACT**

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34.51 et seq., and N.J.A.C. 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) aka hazardous substance fact sheet, must be furnished.

13. **STATEMENT OF CORPORATE OWNERSHIP (STOCKHOLDER DISCLOSURE CERTIFICATION)**

In accordance with N.J.S.A. 53:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited

liability corporation, limited partnership, Subchapter S corporation or sole proprietorship, there is submitted to the Authority a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal, whether or not a stockholder or partner owns less than 10% of the business submitting the bid.

Failure to submit a statement of corporate ownership shall be cause of rejection of the bid.

14. **ACQUISITION, MERGE, 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 and Labor and Material Payment Bond in the amount of the open balance of the contract.

15. **INSURANCE AND IDEMNIFICATION**

If it becomes necessary for a contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

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 with the Housing Authority of Bergen County named as additional insured in the certificate holder section at the bottom of the Certificate of Insurance, and a

description of the project/services for which a contract is awarded shall be noted in the proper section of the certificate.

The proposer shall submit to the Authority annually and upon execution of a Contract, an Insurance Certificate evidencing all coverage noted herein. Evidence of current insurance coverage shall be provided in the form of a certificate, which shall be submitted no later than ten (10) days after receipt of notice of intent to award contract.

A. Insurance Requirements (Worker's Compensation and Employer's Liability Insurance)

This insurance shall be maintained in full force during the life of this contract by the bidder covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34.15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability \$1,000,000.00

B. General Liability Insurance

This insurance shall have limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$2,000,000.00 aggregate for property damage and shall be maintained in force during the life of the contract.

C. Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

D. Certificates of the Required Insurance

Within 48 hours of Contract award, the contractor shall provide the Authority with certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Said coverage shall remain in effect during the term of the contract. Such coverage shall with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the OWNER as an additional insured.

E. Indemnification

Successful respondent shall indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected to, or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract. The Authority will not accept Mutual Limitation of Liability terms.

16. **PAYMENT**

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

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

Properly submitted invoices for work completed to the satisfaction of the Authority and received by the Purchasing Agent no later than the first Friday of each month, will be processed for payment by the end of the month.

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

17. **TERMINATION**

a) **DEFAULT**

Non-performance of the contractor in terms of specifications shall be a basis for termination of the contract by the Authority. The Authority may terminate the contract upon 30 days' written notice to the contractor. The Authority shall not pay for any services and/or materials which are unsatisfactory. The contractor may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

b) **UNCONDITIONAL TERMINATION FOR CONVENIENCE**

The Authority may terminate the resultant contract for convenience by providing sixty (60) calendar days advance notice to the contractor.

c) **TERMINATION FOR DEFAULT**

If the contractor fails to meet deadlines, or fails to provide the agreed upon services, and or material altogether, a termination for default will be issued but only after the Authority has determined the contractor has failed to remedy the problem after being forewarned.

d) **TERMINATION BY THE AUTHORITY**

If the contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Authority may terminate this contract. If the contractor should persistently or repeatedly refuse or fail, except in cases for which extension of time is provided, to provide enough properly skilled workers

or proper materials, or persistently disregard laws and ordinances, or not proceed with work on this contract, the Authority shall give contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the contractor shall be allowed seven (7) calendar days to cure such deficiencies.

PLEASE NOTE:

At the termination of the Contract, the Contractor shall be obligated to hand over to the Authority the Service Maintenance Log, all Service and Maintenance Manuals for the elevators and any keys provided to the Contractor. Failure by the Contractor to comply with this requirement shall result in a charge to the Contractor for the cost to replace these items, plus an administrative fee of 25% of the replacement cost.

18. **INDEMNIFICATION**

The contractor agrees to indemnify and save harmless the Authority, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorney's fees and costs of litigations, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Workers Compensation law, or arising out of failure of the contractor or those acting under contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnitees shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

19. **ADDITIONS/DELETIONS OF SERVICE**

The Authority reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the contractor will be reduced proportionally to the amount of service deleted in accordance with the bid price. Should additional services be required, payment to the contractor will be increased proportionally to the amount of service added in accordance with the bid price.

20. Vendor's literature and/or pricing sheets will not be accepted in lieu of completing the proposal blank(s) set forth in these specifications.

21. **ALTERING OFFICIAL DOCUMENT**

Bidders shall not write in margins or alter the official content or requirements of the Authority bid documents.

22. **SPECIFICATIONS**

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Contracting Officer no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

23. **OWNERSHIP OF MATERIAL**

The owner shall retain all of its rights and interest in any and all documents and property furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner.

24. **AMENDMENTS TO N.J.S.A. 2C:21-33 et seq. "TRUTH IN CONTRACTING"**

Provisions of law govern false claims and representation. It is a serious crime for the vendor to knowingly submit a false claim and/or knowingly make material misrepresentation. There are enhanced penalties for areas of false claims, bid rigging and bribery, gratuities and gifts; and conflict of interest. Please consult the statute for further information.

25. **N.J. BUSINESS REGISTRATION PROGRAM**

Certificate required pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link.

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>

26. **"PAY TO PLAY" NOTICE OF DISCLOSURE REQUIREMENT- P.L. 2005 Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A-20.27)**

- 1) Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
- 2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
- 3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at: www.elec.state.nj.us.
- 4) if you have any questions please contact ELEC at 9-888-213-ELEC (3532) (toll free in NJ) or 609-292-8700

27. **NON-ALLOCATION OF FUNDING TERMINATION**

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the contractor there-under, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Contract during the term, or any service hereunder, merely in order to acquire identical services from a third-party contractor.

28. **FORCE MAJURE**

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Contract if the fulfillment of any term or provision of this Contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Contract is delayed or prevented by any court order, or action or injunction or other such agreement, this Contract shall become voidable by the Authority by notice to each party.

29. The Authority and the contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligation of this Contract.

30. The terms of this Contract shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

31. **NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS**

Public funds may be used to pay only for goods delivered or services rendered. The Authority shall not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Authority to pay additional fees.

32. **FIRM FIXED CONTRACT**

This is a firm fixed contract, prices firm, FOB to Authority locations. No price escalation. The vendor shall void the contract and permit the Authority to solicit open market pricing should any price increase or surcharge be imposed.

33. **W-9**

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: www.irs.gov/pub/irspdf/fw9.pdf

34. HIPPA (If Applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPPA) as may be amended from time to time, and the corresponding HIPPA regulations for the confidentiality and security of medical information.

The contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

35. PUBLIC EMERGENCY

In the event of a Public Emergency declared at the Local, State or Federal Level, if the Authority opts to extend terms and conditions of this bid, the contractor agrees to extend the terms and conditions of this bid, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet his requirement, the Authority may solicit the goods and/or services from any bidder on this Contract.

36. SOURCE OF SPECIFICATIONS/ BID PACKAGES

Official Authority bid packages for routine goods and services are available to be picked up in person from the office of The Housing Authority of Bergen County, One Bergen County Plaza, Floor 2, Hackensack, New Jersey 07601. Bid packets may also be secured by submitting to the Contracting Officer your FED-ex account number at which time the Contractor Officer shall send the bid packet to you using your FED-ex account.

The Authority shall not absorb the cost of mailing bid packets.

Notice of all addenda shall be advertised in The Record. All prospective bidders who already picked up bid packets shall be provided with a copy of the issued addendum according to statute requirements. Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. The Authority is not responsible for third party supplied specifications.

37. EMPLOYEE WAGE REPORTING (When Applicable)

The contractor and any subcontractor thereof engaged under a contract pursuant to this specification is subject to and shall comply with the provisions of N.J.S.A. 34:11-68 with respect to record keeping of all individuals engaged in the collection or transportation of solid waste or recyclable material, excluding recycled or reclaimed asphalt or concrete, collected under this Contract.

By entering into a Contract, the contractor acknowledges the provisions of N.J.S.A. 34:11-68 with regard to the authority of the Commissioner of the Department of Labor and Workforce Development to investigate the contractor or subcontractor's wages and any penalties that may result from failure to comply.

38. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

P.L. 2012, c.25 prohibits State and Local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

SPECIFICATIONS**1. DUTIES OF CONTRACTOR**

The contractor shall furnish everything, including all labor, travel time, supervision, transportation, fuel charges, supplies, parts, components, materials, tools, equipment (owned or rented), lubricants and anything else necessary to provide full preventive maintenance, adjustment, replacement and repair service, both ordinary and emergency in nature, for the complete system of Elevator Maintenance Service & Repairs described below in Section 1.3, in accordance with the Contract specifications. The contractor shall provide these services completely under this full-service contract, which shall be considered all-inclusive, without additional cost of any sort to the Authority (hereinafter referred to as the Authority). The contractor shall be responsible for the cost of all work made necessary by ordinary wear and tear but shall not be responsible for the cost of damage or malfunctions resulting from (special cases) such as accidental or malicious misuse or abuse, or vandalism. In all special cases, The Authority will be responsible for the cost of all parts and components.

- 1.1. It is the responsibility of each bidder to become thoroughly familiar with the systems included in this Contract, the existing conditions in the building specified on Attachment No. 1, the work required by these contract specifications, and any other conditions or code or standard requirements which may potentially impact the work and services required to be provided under this contract, prior to submitting a bid proposal.
- 1.2. The contractor at their own expense shall:
 - a. Obtain all necessary licenses and permits (if any are needed)
 - b. Provide competent supervision
 - c. Take precautions necessary to protect persons or property against injury or damage and be responsible for any damage, or injury that occurs as a result of his fault or negligence
 - d. Perform the work without unnecessarily interfering with Authority activities
 - e. Maintain a completed record of all maintenance and repairs performed and provide a written report upon completion of work
 - f. Obtain and maintain in current status all applicable permits and licenses for inspections, tests and other services required for completion of work
 - g. Keep premises free from debris and accumulation of waste and shall remove construction smears and stains from finished surfaces. Contractor shall remove all surplus materials and tools from site at completion of job
 - h. Buildings, gates and yards shall not be left unlocked. Locations may only be unlocked when work crews are present and working. Violation of this restriction constitutes a serious non-performance condition and may jeopardize the Contract and prevent the contractor from future bidding
 - i. All repair service work under this Contract is to be performed during the regular working hours of the Authority

- j. Emergency service, including overtime service, will be provided with a reasonable promptness and is included under this Contract. Such service may be required in order to keep the system(s) in proper operation. **Should the contractor not be reachable, or cannot perform the emergency services within a reasonably prompt time, as herein specified in these specifications, the Authority shall have the option, at its sole discretion, to contact another contractor to respond to the emergency**
- k. The contractor shall be responsible for the performance of all work under this Contract and for the acts and omissions of his employees
- l. The contractor shall be responsible for any damages to buildings or individuals as a result of delivery and installation, and for all damage or destruction caused directly or indirectly by his operations to all parts of the work, both temporary and permanent, and to all adjoining property
- m. The contractor shall furnish each employee with an identification card which shall contain, at a minimum, the employee's name and the name of the contractor's firm. The purpose of the I.D. card is for comparison with the list submitted by the contractor. The contractor shall prohibit its employees from disturbing any personal belongings in the tenant's apartments, opening desk drawers or cabinets, or using telephones or any other equipment
- n. The work shall be done in such a manner that the day-to-day operation of the building shall not be affected, and the safety of visitors, residents and workers at the building shall not be jeopardized
- o. All work must be completed with contractor's full-time employees
- p. Upon request by the Authority, contractor shall submit certified payrolls
- q. Contractor shall note that the Authority has the sole right at any time to interview employees performing work for the contractor. Such interviews will facilitate the Authority in determining that contractor's employees are full-time, and they are paid the legal wage provided under law as outlined in the Wage Rate Determination attached herein
- r. Each contractor shall employ qualified competent craftsmen in their respective line of work. The contractor shall have the sole responsibility to direct the work for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract
- s. Contractor must provide materials of good quality and without defect, and conform to all specifications and other descriptions set forth herein; further represents and warrants that all goods furnished in the provision of services will be new unless otherwise specified and agreed to in writing by the Authority Contracting Officer or designee, will be free of defects in materials, workmanship, and design, and will conform to all applicable manufacturer's specifications
- t. Be in conformity with all federal, state or local laws, regulations, orders or industry standards
- u. Failure of the contractor to respond as required will constitute nonperformance and the owner shall be entitled to take steps to secure compliance through written and verbal communication to contractor. The owner reserves the right

to rescind award due to continuing non-performance factors that have been brought to the contractor's attention in writing

- v. The contractor shall be experienced in testing, servicing, repairing, and replacing equipment of the types which are installed in the owner's facilities and properties
- w. The contractor shall coordinate its work with other owner contractors and/or owner personnel, so as to avoid any interruption of work to owner facilities and programs

1.3. The systems and equipment covered by this contract shall include the following:

The Contractor shall always maintain the efficiency, safety, and speeds as specified and designed by the manufacturers of the equipment, including but shall not be limited to acceleration, deceleration, contract speed in feet per minute with or without full load, floor to floor time, and door opening and closing time. The Contractor shall provide engineering data, including wiring diagrams, to properly maintain and service the equipment and prove to the Authority and Code Enforcement Personnel that they conform to the specifications of the manufacturer and applicable code.

WORK INCLUDED

- a. The successful Contractor under this Contract shall maintain the entire elevator equipment as hereinafter described on terms and conditions set forth. Only trained personnel directly employed and supervised by the successful bidder shall be used. These personnel shall be qualified to keep the equipment properly adjusted and shall use all means available to maintain the elevators in proper and safe operating condition. The Authority may ask the Contractor to provide documentation on the qualifications of the mechanics being used by the Contractor in the maintenance of the elevators.
- b. The Contractor shall regularly and systematically examine, adjust, clean, lubricate, furnish lubricants, and when conditions warrant, repair or replace machine, motor generator and controller parts, including worms, gears, all fuses and disconnect switches and isolators located in the elevator machine and control rooms, thrusts, bearings, brake magnet coils, brake shoes, brushes, windings, controllers, selectors, leveling devices, operating devices, other mechanical and electrical parts or entire pieces of equipment where the parts cannot be replaced.
- c. Contractor shall regularly and systematically examine, adjust, lubricate and conduct no load and full load bi-annual and other safety tests as required by Code Enforcement Official with jurisdiction. When conditions warrant, repair or replace the below described parts of the controller, selector, relay/solid state panel, door and car operator, generator and motor, to include but not limited to:

Computer processing units (CPU), replacing rectifiers, transistors, printed circuit boards, timer devices, brushes, shunts and condensers; door operator motors, belts, chains, door operator; shaft way limit switches, contacts and rollers; pit and contacts; car guide shoe

gibs, and/or guide rollers; car door rollers, safety edge, proximity device and switch, cable compounds, cable, linkages and electric eye equipment; car and hall push buttons, indicator sockets, indicator light bulbs and devices and station contacts and solid state floor indicators in the car and hallways; replacement of brake linings, cooling contacts and braids; pins, linkages, selector gears and sprockets; governor, governor jackets and speed controlling devices; buffer springs; chain guards; solid state components; dispatching resistors, transformers, leads, dash pots, computer devices and selector; governor frame, limit switches, rollers, counterweight frame; guards, braces, crosshead, header, car sling, load-weighting equipment, hoist way riser and BX wiring; motor room wiring, slack cable device, brush rigging, brush holders, steel strut supports, stiles, steady plates, car door gibbs, kick up and eccentric rollers, and cable shackles; visual and audible communication devices, fireman I and II switches, controllers and initiating devices.

- d. The Contractor shall repair or replace and maintain locally a supply of genuine manufacturer's replacement parts in sufficient quantities for the normal maintenance and repair of the elevators. Such parts shall include but shall not be limited to controller parts including coils, contacts, relays, carbons, copper and silver contacts where contacts are renewable; contact insulations, contact springs and shunts for any of the switches of the controller, brake, governor, interlocks, limit switches, rectifiers, fuses, motors; brushes for motor generator sets, belt, door motor replacements; computer processing units and printed circuit boards; etc.
- e. The Contractor shall keep the guide rails properly cleaned and when necessary, renew guide and cab shoe rollers to insure smooth and quiet operation.
- f. The Contractor shall periodically examine, repair and adjust all safety devices and governors as required and equalize the tension of all hoisting ropes.
- g. The Contractor is responsible for any obsolescence of parts and equipment and the replacement or repair of these parts will not be at the expense of the Authority.
- h. The Contractor shall regularly clean, maintain and repair all the hatch way equipment, including rails, pit, sheaves, car tip, sills, pit, rail brackets, door linage, safety devices, hatch door hangers and every access door between elevator cars and to the elevator cars.
- i. The Contractor shall renew all wire ropes as often as necessary to maintain an adequate factor of safety. Repair and/or replace conductor cables to include but not be limited to traveling cables.
- j. The Contractor shall repair or replace hydraulic power unit, pump and motor including valves, relief valves, piston; pilot lowering and check valves, V-belts, strainers, springs and gaskets; relays, timers, magnet frames, bearings, packing and packing glands, slack cable switch and rum limit. The Contractor shall also maintain hydraulic fluid at proper operating level and change same as necessary.

- k. The Contractor shall furnish lubricants as recommended by the manufacturer.
- l. The Contractor shall also examine, lubricate, adjust, repair and/or replace the following accessory equipment:
- Incandescent or solid-state car position indicator; interlocks; incandescent or solid-state hall lanterns; car and hoist way hatchway door hangers and rollers; car exhaust and circulating fans and switches; car and hoist way door operators; car emergency alarms, connections to fire alarm system and smoke detectors associated with Fireman I and II operation; door safety guides and safety edges; exhaust fans for machine room and associated thermostat.
- m. The Contractor or third party hired by the Contractor, shall test and inspect each elevator, under the conditions of a full load if necessary, to determine its safe capacity and operation, once every six months in January and June. Said test shall be done to satisfy the Department of Community Affairs and local building/fire officials with jurisdiction. A written report of each of these bi-annual inspections and tests shall be provided to the Authority. Report shall be submitted on UCC Form F-310 or any other form as may be required by the Department of Community Affairs and building/fire code officials having jurisdiction. Contractor shall also perform other load and no-load tests as required by code enforcement officials with jurisdiction.
- n. Contractor will be responsible for all damage to elevators due to their negligence for not maintaining elevator machinery in satisfactory operating condition.
- o. Contractor is to provide emergency and other repair service 24 hours per day, including Saturdays, Sundays, Holidays, etc., each day per year during the term of the Contract. Non-operation of an elevator, where that elevator is the primary elevator or the only elevator servicing that building or that section of the building shall be deemed an emergency.
- p. Response time to emergency calls shall be no longer than two (2) hours from the time the first call is placed to the Contractor. Response time to all other calls for repairs shall be no longer than six (6) hours. Failure to so respond shall be cause for the Authority not to pay the maintenance fee for that car for the month.
- q. Contractor shall provide the Authority with a telephone number where the Contractor can be reached for regular repair service and service 24 hours per day to provide emergency repair service.

SPECIAL NOTE FOR SERVICES

- a. A work or service order slip indicating what specific work was performed, number of hours and material used, shall be left with the Property Manager or Superintendent of the building or his designee. Said work or service order slip shall be signed by the Contractor's

employee and countersigned by a member of the building staff. Additionally, this information shall be recorded in the Elevator Maintenance Log as noted in "b" of this section.

- b. After the award of the Contract, the successful Contractor shall submit a written preventive maintenance schedule, indicating time, dates and nature of service that shall be performed on each elevator, for approval by the Authority. At a minimum, the Contractor shall perform preventive maintenance on each car at least once per month. A copy of said schedule shall be posted conspicuously in the Machine Room of each building under contract and filled in by the technician after performing each service. Additionally, a Service Maintenance Log on each elevator shall be maintained in the elevator machine room. These logs shall become the property of the Authority and shall not be removed from the premises without prior permission of the Authority.

SPECIAL NOTE ON MATERIALS

All material and/or equipment used by the Contractor during maintenance and service of the elevators, must be compatible with existing materials and equipment now in service.

AWARD OF CONTRACT

- a. **The elevators at each location are being presented for service "as is" and the Authority shall not entertain any requests from the Contractor for additional compensation for items which would normally be covered by these specifications. Such items shall be covered in the Contractor's proposal.**
- b. Contractor must make arrangements to visit the job sites and familiarize itself with all conditions affecting this work. **Failure to visit the sites will not release the Contractor of his responsibility to provide all the requirements of this elevator maintenance service.**

- 1.4 All components of all the systems described in Section 1.3 above are included in this Contract.
- 1.5 Bidders shall provide at least three (3) reference accounts to whom they are presently providing similar scope and magnitude maintenance services, or to whom they have provided similar scope and magnitude maintenance and repair services during the past five (5) years.

2.0 **CONTRACT TERM**

The effective period of this Contract shall be for Two (2) years, commencing on or about June 1, 2021, provided that the Contract has been executed by the Authority. The Authority may elect to extend this Contract for no more than one additional one-year period, for a total of three years. If, during the effective period of this agreement, the contractor violates any of the provisions of this contract or fails to properly provide services required by this contract, as judged by the owner in its sole discretion, the

owner may terminate the contract with or without cause. The Authority will notify the contractor of its intentions no less than 30 days prior to the termination date of the Contract period with or without clause. The contractor must agree to the extension.

2.1 TERMINATION

2.1.1 If, during the effective period of this Contract, the contractor violates any of the provisions of this contract or fails to properly provide services required by this contract as judged by the Authority in its sole discretion, the Authority may, on 30 days' written notice by registered mail to the contractor, terminate this Contract. (See also Termination Clauses)

3.0 **CONTRACT PRICE**

The Authority will pay the contractor each month during the term of this Contract the sum bid for the full faithful performance of the services herein required of the contractor. The Authority will not pay the contractor for any services that the contractor has failed to provide or for unsatisfactory work.

4.0 **HOURS AND MANNER OF WORK**

- 4.1 Scheduled Maintenance and Repair Work, and Preventive Maintenance Work: The contractor shall perform all scheduled maintenance work, repair work, and preventive maintenance work under this Contract, during normal business hours of 8:00 a.m. to 4:30 p.m. Monday to Friday, excluding Authority Holidays.
- 4.2 Emergency and on-call service: In response to all calls for immediate service, both on-call and emergency in nature, the contractor's qualified technician shall arrive at the Authority specified location within two (2) hours after the contractor has been notified, 24 hours per day, seven days per week, including weekends and holidays. The Contracting Officer, Purchasing Agent, other Purchasing Department staff, as well as Property Managers and other field staff are the Authority's representatives who are authorized to determine whether immediate and/or emergency service is required, or whether a particular condition constitutes an emergency. The contractor shall always give preferential service to the Authority.
- 4.3 Under certain circumstances, at the Authority's discretion and to facilitate the operation of all its locations, the Authority may request that certain emergency service or repair work covered under this agreement be performed on overtime instead of during regular hours. In such cases the Authority shall pay the contractor for the overtime labor charges.
- 4.4 The contractor shall perform preventive maintenance in accordance with manufacturer's specifications, local conditions, and industry standards, but not less than once every month, to ensure the highest quality operation and optimal performance of each specified system and component. Preventive maintenance shall be conducted exclusive of repairs or regular or overtime call-back service. The contractor shall allot as many hours to preventive maintenance as conditions warrant.
- 4.5 The contractor's mechanics shall complete a separate detailed service report for each system element for which service was given, including preventive maintenance, repair and emergency. The report shall include the date, location within the facility,

system, and element description, specific preventive maintenance performed, problem(s) found, actions taken, parts used, starting and ending times, and further work required. The report shall be signed by the mechanic and submitted by him to the Authority staff for a signature acknowledging receipt of the report. A copy of each service report shall be submitted by the contractor with the monthly invoice. The contractor's mechanics shall log in at the building office before beginning and shall log out after completing work. In the event the building office is closed, the transactions described above shall be relayed by phone to the Property Manager or building Superintendent.

- 4.6 Removal from service of systems, equipment or system elements and components shall be coordinated with and approved by the Property Manager or their designee(s). The contractor's representative(s) shall not leave the premises unless and until all systems and components are fully operational, except when approved by the Property Manager. In the event that the contractor finds it necessary to make a temporary repair in order to restore a component or system to service, then the contractor shall indicate the temporary nature of the repair on the service ticket and shall return within 24 hours to make a permanent repair.
- 4.7 The contractor shall ensure that all work is accomplished meeting the best standards in the industry. Work shall be high quality, professional and reliable. Should the contractor fail to provide satisfactory service in a timely manner as required, the Authority may complete the work through other means and deduct the cost from monies due the contractor. In such an instance, the contractor shall be responsible for any costs in excess of monies due the contractor. Should the contractor fail to provide routine maintenance as required, the Authority shall deduct accordingly from the next payment due the contractor.
- 4.8 The contractor shall agree that the components, parts, equipment and services furnished under this Contract shall be covered by the most favorable commercial warranties that the contractor gives to any customer, and that the rights and remedies provided herein are in addition to, and do not limit, any rights afforded to the Authority by any other provision of this Contract. The contractor shall guarantee all work and all components, parts and equipment for a period of no less than one (1) year after acceptance by the Authority.
- 4.9 The Authority may, from time to time, direct the maintenance of additional equipment or replacement equipment, of equal or better quality.
- 4.10 The contractor is expected to be fully equipped to complete all work required under this Contract. However, should the contractor complete, and the Authority execute, a Hold Harmless Agreement (Exhibit III) the contractor may from time to time be permitted the use of certain Authority-owned equipment, contingent upon availability and prior arrangement.

5.0 **AUTHORITY'S RIGHT TO INSPECT AND REQUIRE WORK**

The Authority reserves the right to make such inspections and tests whenever necessary to ascertain that the requirements of this Contract are being fulfilled. Deficiencies noted shall be promptly corrected by the contractor.

6.0 COMPLIANCE WITH LAWS

- 6.1 In the performance of this Contract, the contractor shall abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities having jurisdiction in the location where the work is to be performed.
- 6.2 The contractor shall make periodic tests and maintenance inspections of all systems and components as required by current applicable safety and maintenance codes. Written, detailed reports of said tests shall be submitted to the Authority and prior notifications shall be given so that a representative of the Authority may witness said test or tests.
- 6.3 The contractor shall continuously maintain all systems and components in such a way that they are fully compliant with all applicable codes and standards. Upon receipt of a copy of a Notice of Violation issued to the Authority, the contractor shall abate the cited violation(s) promptly, but no later than the "abate by" date noted in the Notice of Violation. Upon completion of all work to abate violations, the contractor shall notify the Authority in writing that all violations have been abated. In the event that the contractor requires additional time to abate a violation, the contractor shall, within the time allowed by code, prepare an application for an extension of time in which to abate violations and submit it to the Authority for approval and forwarding it to the authority having jurisdiction.
- 6.4 The contractor shall be registered with the proper industry agency.
- 6.5 Where conflict among the compliance requirements or with these specifications exists, the most stringent requirements shall be utilized.
- 6.6 The most recent edition of any relevant regulation, standard, document, or code shall be in effect.

7.0 EMPLOYEES OF CONTRACTOR TO BE SATISFACTORY

- 7.1 The contractor agrees that all work shall be performed by and under the supervision of skilled, experienced, certified, service and repair technicians/mechanics directly employed and supervised by the contractor. As proof, the contractor shall submit with this bid a brief resume of similar contracts that the contractor has successfully serviced in the past, together with references. In addition, the contractor shall submit with this bid a brief resume of each and every technician/mechanic who may be assigned to work under this Contract, along with certificates and other supporting documentation, demonstrating completion of appropriate training as well as specific training by the manufacturers of each of the systems and major components included in this Contract. Subsequently, the contractor shall submit similar resumes for any additional employees prior to their assignment to this Contract. All employees performing work under this Contract shall be satisfactory to the Authority. The contractor and its employees shall be experienced and qualified in the service and repair of particular brands and types of systems included in this contract, and shall be equipped with the necessary analytical, diagnostic, and repair equipment required for each and every such system. The contractor and its employees shall be capable of accessing the particular brands and types of systems and components included in this Contract through software programs and any special and/or proprietary diagnostic or troubleshooting programs that may be required and/or available. The contractor and

- its employees shall also be able to access the particular brands and types of systems and components included in this Contract through software programs to initiate changes and upgrades and shall have immediate access to all parts and retro-fit devices regardless of manufacturer, as well as the ability to obtain them without delay.
- 7.2 The contractor shall employ technicians who are certified in their specific crafts and shall submit proof of certification with the bid.
- 7.3 No one, except authorized employees of the contractor who have been pre-approved by the Authority, shall be admitted to any Authority building to work under this Contract.
- 7.4 Inasmuch as work under this Contract requires access to Authority buildings, each and every employee of the contractor will be required to submit a background and criminal check prior to being assigned under this Contract. The contractor shall not assign any employee who is not approved in advance.
- 8.0 **EXTENT OF THE WORK**
- The contractor shall be responsible for regular, systematic execution of the work items included in this Contract as follows:
- 8.1 Complete Maintenance: The contractor shall, at a minimum of once a month or more if needed, perform regular and systematic inspection, cleaning, lubrication, testing, operation and adjustment of the various systems and components and provide unlimited call-back service and, as conditions warrant, repair or replace all portions of the systems included under this Contract due to ordinary wear and tear with the following exclusions:
- 8.1.1 Repairs required because of negligence, accident or misuse of the equipment by anyone other than the contractor, his employees, subcontractors, servants or agents, invitees, or other causes beyond the contractor's control, except ordinary wear and tear.
- 8.2 In performing the above indicated work, Contractor agrees to provide only new, unused, genuine parts that are recommended and/or approved by the manufacturers of the equipment for replacement or repair, and to use only those lubricants obtained from and/or recommended or approved by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approved by the Authority. Parts requiring repair shall be rebuilt to an "as new" condition. No parts or equipment covered under this contract may be permanently removed from the job site without the express approval of the Authority.
- 8.3 Unless otherwise specified herein, all goods and services shall be guaranteed and warranted for a period of twelve (12) months from the date of delivery, including parts and labor except damage caused by misuse, vandalism or acts of God. All warranties provided by the manufacturer shall also be effective and in addition to the above stated warranty provided by the contractor.
- 8.4 The contractor shall furnish all parts and components at the markup stated in the contractor's bid proposal. The contractor shall submit the manufacturer's or supplier's dated, and itemized invoice with each invoice submitted.
- 8.5 The contractor shall clean and maintain the interior and exterior of all equipment free of dirt, dust, rust, lubricants (except as required), oily build-ups and other debris. The

contractor shall not store parts, tools, supplies, equipment, or any other items on Authority premises unless first approved by the Authority.

- 8.6 The Authority recognizes that many of the components within the systems covered by the contract may be obsolete and/or unavailable. The contractor shall use its best efforts to locate replacement parts equivalent in nature but from other sources.
- 8.7 The contractor shall be responsible for the cost of all parts and labor made necessary by the contractor's failure to perform under this contract, or by the contractor's poor performance.

9.0 **PERFORMANCE**

- 9.1 In accomplishing the above requirements, the contractor shall maintain system performance that is characterized by smooth movement, soft starts and stops, positive engagements and disengagements, accuracy, absence of failure, and continuous and consistent reliability. These performance expectations are minimum standards and are not the sole criteria for judging the contractor's performance.
- 9.2 Contractor shall perform all services required within these specifications. All services shall be performed in the highest professional manner, and in accordance with all applicable current industry standards, regulations, codes and statutes. Unless the means or methods of performing a task are specified elsewhere in this Contract, contractor shall employ methods that are generally accepted and used in the industry.
- 9.3 All work shall comply with applicable New Jersey Statutes and any other local, state, federal and industry regulation or standard applicable to the type of work being performed under scope of the Contract.
- 9.4 The Authority reserves the right to have any contractor employee removed if the employee fails to perform within the requirements of this Contract. The contractor shall replace the excluded employee at the earliest possible date following removal.
- 9.5 Once an employee is removed for failure to perform, that employee shall not be used to service this Contract at any time during the term of the Contract without permission from the Contracting Officer of the Authority.

10.0 **SPECIAL CONDITIONS**

- 10.1 The contractor shall conspicuously post a preventive maintenance schedule and maintain a work log in a location within the building, as designated by the Authority. The log shall include all entries for routine preventive maintenance and repairs, including supervisor's surveys. Entries shall include the date work is completed, mechanic's or supervisor's name, brief description of work completed (including system and equipment serviced) and the approximate time required for the work. The Authority may inspect and copy the log and maintenance schedule at any time.
- 10.2 The contractor shall maintain and update the Authority's complete set of wiring diagrams, schematics, floor plans and details, when available, showing "as built" conditions with any changes or modifications, parts replacement or equipment upgrades.

- 10.3 State or Municipal inspection fees shall be paid by the Authority. Fines and fees for reinspection due to failure to eliminate deficiencies covered by this maintenance contract shall be paid by the contractor.
- 10.4 Neither this Contract nor any interest therein nor claim there-under shall be assigned or transferred by the contractor except as expressly authorized in writing by the Authority. No Contract shall be made by the contractor with any other party for furnishing any of the work or services herein without the written approval of the Authority.
- 10.5 The contractor shall test and clean all components of the elevator systems twice each year at 6-month intervals. Such testing shall be conducted by an employee of the contractor who is properly certified. All tests shall be scheduled with Authority staff. The test shall include inspection and operational testing of each component of the system to ensure reliable operation as well as clean appearance.

11.0 SECURITY CLEARANCES & CRIMINAL HISTORY RECORD FILE

As a condition of performing work at any Authority location and for purposes of determining a person's qualifications as a contracted person, the contractor shall provide a criminal history record background for all personnel or subcontracted personnel assigned to work at the Authority locations. Failure to comply with this requirement may result in immediate termination of any award or contract.

The contractor shall submit to the Authority a criminal history record for each employee. The contractor shall NOT permit any employee, newly hires, or otherwise, to work in any location until the contractor has furnished the results of the criminal history record background check to the Authority.

The vendor shall remove from Authority workplace, any of its employees or subcontractors who are found to be unacceptable by the Authority. Such requests will not be unreasonable.

12.0 EMPLOYEE INTERVIEWS AND CERTIFIED PAYROLL RECORDS

The Authority, at its sole discretion shall periodically conduct Employee Interviews of a broad sampling of contractor workers to help ensure contractor compliance with labor standards provisions and the payment of prevailing wages to workers.

The Authority shall periodically request certified payrolls from contractor for work performed.

ATTACHMENT # 1

| BUILDING | STAFF NAME TELEPHONE # | # OF ELEVATORS | MAKE OF ELEVATORS |
|--|---|-----------------------|--|
| BOILING SPRINGS GARDENS 147 Hackensack Street East Rutherford, NJ 07073 | Mike Pasquale 201-926-4626 mpasquale@habcnj.org | 2 | GALAXY TRACTION ELEVATOR CONTROLLERS |
| CARRUCCI APARTMENTS 281 Stuyvesant Avenue Lyndhurst, NJ 07071 | Mike Pasquale 201-926-4626 mpasquale@habcnj.org | 2 | GALAXY TRACTION ELEVATOR CONTROLLERS |
| SADDLE BROOK SENIOR HOUSING 29 Caldwell Avenue Saddle Brook, NJ 07663 | Mike Pasquale 201-926-4626 mpasquale@habcnj.org | 1 | CANTON HYDRAULIC |
| HIGHLAND VIEW APARTMENTS 300 Highland Avenue Palisades Park, NJ 07650 | David Scardino 201-954-4582 scardino@habcnj.org | 2 | GALAXY HYDRAULIC |
| HASBROUCK HEIGHTS SENIOR HOUSING 245 Hamilton Avenue Hasbrouck Heights, NJ 07604 | David Scardino 201-954-4582 scardino@habcnj.org | 1 | PAYTON |
| MARTIN LUTHER KING, JR. SENIOR CENTER 375 First Street Hackensack, NJ 07601 | David Scardino 201-954-4582 scardino@habcnj.org | 1 | SCHINDLER HYDRAULIC PASSENGER |
| GROVE GARDENS 41 Grove Street South Hackensack, NJ 07606 | David Scardino 201-954-4582 scardino@habcnj.org | 1 | THYSSEN KRUPP HYDRAULIC ELEVATOR TAC20 / PE1 |
| BROOKSIDE GARDENS 293 Murray Hill Terrace Bergenfield, NJ 07621 | Henry Lara 551-204-6002 lara@habcnj.org | 2 | PARKLINE |
| DAVID F. ROCHE APARTMENTS 2 Aladdin Avenue Dumont, NJ 07628 | Henry Lara 551-204-6002 lara@habcnj.org | 2 | GALAXY HYDRAULIC |
| FRANKLIN HEIGHTS 187 Franklin Street Northvale, NJ 07647 | Kathy Pisco 201 937-7455 pisco@habcnj.org | 1 | PAYTON |
| THE MANOR ON PARIS 176 Paris Avenue, Northvale, NJ 07647 | Kathy Pisco 201 937-7455 pisco@habcnj.org | 1 | SIEMENS CONTROL SERIES E04 ESI |
| FRANKLIN VILLA 188 Franklin Street Northvale, NJ 07647 | Kathy Pisco 201 937-7455 pisco@habcnj.org | 2 | CANTON HYDRAULIC |
| RIVER VALE SENIOR RESIDENCE 430 Cedar Lane River Vale, NJ 07675 | Kathy Pisco 201 937-7455 pisco@habcnj.org | 2 | CANTON HYDRAULIC |

13.0 LAWS

This Contract shall be interpreted in accordance with the laws of the State of New Jersey.

14.0 TIME

Time shall be of essence in the performance of the terms of this Contract

15.0 Replacement parts or equipment not under warranty as a part of a service/maintenance Contract

The terms of this bid do not bind the owner to an exclusive Contract with the contractor. The owner retains the right to price items competitively in the open market should the contractor:

- submit a cost estimate that substantially (10% or more) exceeds either the owner's estimate or current market price for equivalent parts or equipment
- cannot deliver and/or install within five (5) working days of receipt of order thus escalating a situation into an emergency procurement
- impose any restrictions or conditions not contained in the original specifications

EXHIBIT III**Notice Regarding Hold Harmless Agreement**

From time to time, some contractors find it necessary to borrow certain equipment from the Authority (such as a ladder, etc.) in order to expedite the completion of a job. The Authority is willing to oblige but is not permitted to do so unless a *Hold Harmless Agreement* has been executed with the Authority in advance.

Attached is a copy of *Hold Harmless Agreement* for your review and use. You may complete it, if you choose to do so, and return it to the Authority with your bid packet. A copy of the executed *Agreement* will be returned to you after being acted upon by the Authority. Should you have any questions, please contact the Contracting Officer at 201-206-9413.

BID FORM

(page 1 of 2)

Elevator Service, Maintenance & Repairs at Brookside Gardens, Franklin Heights, Hasbrouck Heights Senior Housing, Ridgecrest Apartments & Saddle Brook Senior Housing

To: Purchasing/Contract Procurement Coordinator
 Housing Authority of Bergen County
 One Bergen County Plaza, Floor 2
 Hackensack, New Jersey 07601

From: _____
 Name of Contractor

 Company Name

 Address

Date: _____, 2021

Telephone: _____

Fax#: _____

E mail: _____

The undersigned, having familiarized themselves with the conditions affecting the cost and scope of work, hereby propose to furnish all labor, materials, equipment, permits and related items to complete all work for the below mentioned Contract herewith for the sum of:

| # | BUILDING | <u>Monthly Cost</u> Year One 4/1/2021 TO 3/31/2022 | <u>Monthly Cost</u> Year Two 4/1/2022 TO 3/31/2023 | <u>Monthly Cost</u> Year Three (Optional) |
|----|---------------------------------------|--|--|--|
| 1 | BROOKSIDE GARDENS | | | |
| 2 | FRANKLIN HEIGHTS | | | |
| 3 | HASBROUCK HEIGHTS SENIOR HOUSING | | | |
| 4 | THE MANOR ON PARIS | | | |
| 5 | SADDLE BROOK SENIOR HOUSING | | | |
| 6 | DAVID F. ROCHE APARTMENTS | | | |
| 7 | CARRUCCI APARTMENTS | | | |
| 8 | HIGHLAND VIEW APARTMENTS | | | |
| 9 | GROVE GARDENS | | | |
| 10 | MARTIN LUTHER KING, JR. SENIOR CENTER | | | |
| 11 | BOILING SPRINGS GARDENS | | | |
| 12 | FRANKLIN STREET VILLA | | | |
| 13 | RIVER VALE SENIOR RESIDENCE | | | |

Total amount for all locations for both years in words: _____
 (contract award may or may not be based on total for both years)

BID FORM

(page 2 of 2)

Note: The contractor is responsible for visiting the locations prior to placement of bid. Failure to do so, will not waive the contractor of their responsibility. The bidder hereby acknowledges the receipt of the following addend (if any) distributed by the Housing Authority of Bergen County.

Addenda No. 1 _____ Addenda No. 2 _____ Addenda No. 3 _____ No
Addenda Issued _____

The contractor acknowledges and affirms that it has personal knowledge of, or has obtained and reviewed a copy of the valid prevailing wage rates (if any are required) for all trades involved in this project for the geographical location of the project, as issued by the Commissioner of the Department of Labor, Trenton, New Jersey 08625 (609) 292-2259.

If during the effective period of this contract, the contractor violates any of the provisions of this contract or fails to properly provide services required by this contract as judged by the Housing Authority of Bergen County in its sole discretion, the Authority may, on (30) days written notice by required mail to the contractor, terminate this contract. (See also Termination Clauses in Contract)

Federal Tax ID or Social Security #

Signature of Bidder

Title

Email

24-hour call number

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 | |

CONTRACTOR & SUBCONTRACTOR QUALIFICATIONS & LICENSING REQUIREMENTS

Project: **ELEVATOR SERVICE, MAINTENANCE & REPAIRS**

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

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

SAMPLE W-9 FORM

| | | |
|--|---|---|
| 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"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <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) _____ (Applies to accounts maintained outside the U.S.) |
| | 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)

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 *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | | |
|--|---|---|---|---|--|--|--|--|--|--|
| Social security number | | | | | | | | | | |
| <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; text-align: center;">-</td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; text-align: center;">-</td> <td style="width:40%; border: 1px solid black; height: 20px;"></td> </tr> </table> | | - | | - | | | | | | |
| | - | | - | | | | | | | |
| or | | | | | | | | | | |
| Employer identification number | | | | | | | | | | |
| <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> </tr> </table> | | | | | | | | | | |
| | | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

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

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.

Purpose of Form

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.

- 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)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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.

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.

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


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

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION: 97C-997-382/500
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 01/31/04
FORM-BRC(08.01)

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

John S. Tully
Act. Director

This Certificate is NOT negotiable or transferable. It must be personally employed 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 IS
CAUSE FOR REJECTION OF YOUR BID
REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH
THE HOUSING AUTHORITY OF BERGEN COUNTY**

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.

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)

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_____ | |
| _____ | My Commission Expires: _____, 202_____ |
| Notary Public Signature | |
| (Affix Notary Public Seal) | |

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) | |

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

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) | |

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_____ | |
| _____ | My Commission Expires: _____, 202_____ |
| Notary Public Signature | |
| (Affix Notary Public Seal) | |

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, 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)

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: _____

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.

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: _____

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.

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.**

AMERICANS WITH DISABILITIES ACT OF 1990 (APPENDIX A)

Equal Opportunity for Individuals with Disability

The contractor and the Authority do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the Act) (42 U.S.A. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Authority pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Authority in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Authority, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Authority's grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Authority shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Authority or any of its agents, servants, and employees, the Authority shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Authority or its representatives.

It is expressly agreed and understood that any approval by the Authority of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the Authority assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Contract. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Contract, nor shall they be construed to relieve the contractor from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of the Contract or otherwise at law.

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: _____

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.

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.**
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.

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?

_____ 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.)

FINANCIAL STATEMENT

3. It shall be necessary for the bidder to present a financial statement indicating the condition of his/her company of not more than three months prior to the bid submission.

A certified copy can be attached in lieu of completing area below.

(Fill out this portion or attach copy of latest financial statements) of not more than three months prior to the bid submission).

ASSETS

| | | |
|---|----|--|
| Cash on Hand..... | \$ | |
| Cash in Bank & Name of Said Bank..... | \$ | |
| Accounts Receivable from Completed Contracts..... | \$ | |
| Real Estate Used for Business Purposes..... | \$ | |
| | | |
| Material in Stock..... | \$ | |
| Equipment Book Value..... | \$ | |
| Furniture and Fixtures..... | \$ | |
| Other Assets..... | \$ | |

| | | | |
|--------------|--|----|--|
| TOTAL ASSETS | | \$ | |
|--------------|--|----|--|

LIABILITIES

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

| | | | |
|-------------------|--|----|--|
| TOTAL LIABILITIES | | \$ | |
|-------------------|--|----|--|

| | | | |
|----------------------|--|----|--|
| STOCKHOLDER'S EQUITY | | \$ | |
|----------------------|--|----|--|

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

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

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.

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.

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.)

FINANCIAL STATEMENT

3. It shall be necessary for the bidder to present a financial statement indicating the condition of his/her company of not more than three months prior to the bid submission.

A certified copy can be attached in lieu of completing area below.

(Fill out this portion or attach copy of latest financial statements) of not more than three months prior to the bid submission).

ASSETS

| | | |
|---|----|--|
| Cash on Hand..... | \$ | |
| Cash in Bank & Name of Said Bank..... | \$ | |
| Accounts Receivable from Completed Contracts..... | \$ | |
| Real Estate Used for Business Purposes..... | \$ | |
| | | |
| Material in Stock..... | \$ | |
| Equipment Book Value..... | \$ | |
| Furniture and Fixtures..... | \$ | |
| Other Assets..... | \$ | |

| | | | |
|--------------|--|----|--|
| TOTAL ASSETS | | \$ | |
|--------------|--|----|--|

LIABILITIES

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

| | | | |
|-------------------|--|----|--|
| TOTAL LIABILITIES | | \$ | |
|-------------------|--|----|--|

| | | | |
|----------------------|--|----|--|
| STOCKHOLDER'S EQUITY | | \$ | |
|----------------------|--|----|--|

HOUSING AUTHORITY OF BERGEN COUNTY

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

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

- 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 of 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: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the Authority officer or employee or special Authority officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any Authority officer or employee or special Authority officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any Authority officer or employee or special Authority officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraphs 2.8a through 2.8e shall not be construed to prohibit a Authority officer or employee or Special Authority officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

2.8 COMPLIANCE - LAWS -

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

2.9 COMPLIANCE - STATE LAWS -

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

3. STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT**3.1 COMPLIANCE - CODES –**

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

3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT -

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

3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS -

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

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

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

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

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

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

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

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

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

3.4 BUILDING SERVICE –

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

3.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT -

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

3.6 BUY AMERICAN –

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

4. INDEMNIFICATION AND INSURANCE**4.1 INDEMNIFICATION -**

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

- (a) Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Authority and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.
- (b) The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions.
- (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

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.

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

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;

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

Name

Print

Date

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. 19:44A20.26](#)). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

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

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)

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

County:

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

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

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

PREVAILING WAGE RATE DECISION

"General Decision Number: NJ20200026 01/31/2020

Superseded General Decision Number: NJ20190026

State: New Jersey

Construction Type: Building

County: Bergen County in New Jersey.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

HOUSING AUTHORITY OF BERGEN COUNTY

| | |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0 | 01/03/2020 |
| 1 | 01/31/2020 |

ASBE0032-008 09/19/2017

Rates Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR (Includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems; also, the application of firestopping material to openings and penetrations in walls, floors, ceilings and curtain walls; also, all lead abatement)

.....\$ 47.99 30.51

BRNJ0002-014 11/01/2019

Rates Fringes

BRICKLAYER (Including Caulking, Cleaning and Pointing)

.....\$ 43.56 32.50

Work on high stacks: 22% per hour additional.

BRNJ0002-016 11/01/2019

Rates Fringes

MASON - STONE

.....\$ 43.56 32.50

Work on high stacks: 22% per hour additional.

BRNJ0004-001 11/01/2019

Rates Fringes

CEMENT MASON\$ 43.56 32.50

BRNJ0007-003 07/16/2018

Rates Fringes

Marble setter\$ 58.91 36.47

BRNJ0007-022 06/03/2018

| | Rates | Fringes |
|--------------------|----------|---------|
| Tile finisher..... | \$ 44.46 | 30.16 |
| Tile setter | \$ 57.71 | 33.47 |

Tile finisher:

Work grouting all epoxy: \$10.00 additional per day.

 CARP0006-009 11/01/2018

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CARPENTER (Scaffold Builder)..... | \$ 49.51 | 57% |

The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

 CARP0006-010 11/01/2018

| | Rates | Fringes |
|--|-------|---------|
| CARPENTER Including Acoustical Ceiling Installation, Drywall Hanging, Formwork, Batt and Blown Insulation...\$ | 49.51 | 57% |

 CARP0029-008 11/01/2018

| | Rates | Fringes |
|-----------------------|----------|---------|
| Soft floor layer..... | \$ 49.51 | 57% |

 CARP0715-007 05/01/2019

| | Rates | Fringes |
|-----------------|----------|----------|
| Millwright..... | \$ 50.66 | 58%+0.25 |

Work of erection and dismantling of elevators and towers, such as concrete conveyors and temporary material elevators, scaffolding or other structures to be used as scaffolding inside or outside of buildings: the first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

ELEC0164-006 06/03/2019

| | Rates | Fringes |
|--|----------|---------|
| ELECTRICIAN (Including Low Voltage Wiring) | | |
| Cable splicer..... | \$ 63.10 | 61.5% |
| Electrician..... | \$ 55.64 | 61.5% |

Work on line voltage of 440 or 480 volts: 10% per hour additional.

Work from trusses, scaffolds, frames, ladders and poles, 40ft. or more above the ground or floor (does not include work from a manlift): 20% per hour additional.

Work on radio towers, transmission towers and smokestacks: 21% per hour additional.

ENGI0825-020 07/01/2018

| | Rates | Fringes |
|----------------------------|----------|---------|
| Power equipment operators: | | |
| GROUP 1..... | \$ 51.77 | 30.45 |
| GROUP 2..... | \$ 50.18 | 30.45 |
| GROUP 3..... | \$ 48.27 | 30.45 |
| GROUP 4..... | \$ 46.64 | 30.45 |
| GROUP 5..... | \$ 44.93 | 30.45 |

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when person protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:

New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:

Backhoe, Including Backhoe Track; Boom; Concrete Paving Machine; Crane (all types, including overhead and straddle traveling type); Drill (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); Elevating Grader; Excavator; Front End Loader (5 cu. yd. and over); Piledriver (length of boom, including length of leads, shall determine premium rate applicable); Trencher

GROUP 2:

Backhoe Loader Combo; Concrete Pumper; Grader/Blade (Finish); Hoist; Hydraulic Crane, 10 Tons and under; Front End Loader (2 cu. yd. but less than 5 cu. yd.); Scraper; Side Boom

GROUP 3:

Asphalt Spreader; Bulldozer; Compressor (2 or 3) (in Battery) (within 100 ft.); Forklift; Front End Loader (1 cu. yd. and over but less than 2 cu. yd.); Lull; Mechanic; Paver, Asphalt; Roller, Blacktop; Tractor;

GROUP 4:

Bobcat/Skid Loader; Compressor (Single); Farm Tractor; Front End Loader (under 1 cu. yd.); Hydroseeder; Roller, Grade; Pump, Hydraulic

GROUP 5:

Oiler

IRON0011-012 07/01/2018

Rates Fringes

Ironworkers:

| | | |
|-----------------------------|----------|-------|
| Reinforcing..... | \$ 41.39 | 44.67 |
| Structural, Ornamental..... | \$ 43.44 | 44.67 |

LABO0008-001 05/01/2011

Rates Fringes

| | | |
|-------------------------------|----------|-------|
| Asbestos Removal Laborer..... | \$ 28.37 | 21.62 |
|-------------------------------|----------|-------|

The removal, abatement, enclosure and decontamination of personal protective equipment, chemical protective clothing and machinery relating to asbestos and/or toxic and hazardous waste or materials which shall include but not necessarily be limited to: the erection, moving, servicing and dismantling of

all enclosures, scaffolding and barricades; the operation of all tools and equipment normally used in the removal or abatement of asbestos and toxic or hazardous waste or materials; the labeling, bagging, cartoning, crating, or other packaging of materials for disposal; the clean-up of the worksite; and all other work incidental to the removal, abatement, encapsulation, enclosure, and decontamination of asbestos and toxic or hazardous waste or materials; and, in addition, all work tasks involved in the maintenance and operation of energy resource recovery plants (co-generation plants)

LABO0222-006 07/01/2012

| | Rates | Fringes |
|----------------------------|----------|---------|
| LABORER | | |
| MASON TENDER: | | |
| Brick/Cement/Concrete..... | \$ 29.85 | 23.07 |

LABO0222-010 07/01/2012

| | Rates | Fringes |
|---|----------|---------|
| Laborers: | | |
| Asphalt Shoveler, Asphalt Spreader, Common or General Laborer, Landscape Laborer, Power Tool Operator and Screedman | | |
| | \$ 29.35 | 23.07 |

PAIN0711-018 05/01/2018

| | Rates | Fringes |
|-----------------------------|----------|---------|
| DRYWALL FINISHER/TAPER..... | \$ 39.95 | 23.30 |

PAIN0711-019 05/01/2017

| | Rates | Fringes |
|-------------------------------|----------|---------|
| PAINTER (Brush & Roller)..... | \$ 39.25 | 22.66 |
| PAINTER (Spray)..... | \$ 40.28 | 19.98 |

PAIN0711-021 05/01/2017

| | Rates | Fringes |
|--------------|----------|---------|
| Glazier..... | \$ 44.81 | 23.16 |

Work welding or using a cutting torch:
 \$1.00 per hour additional.

Work on a swing stage scaffold; on a pipe scaffold providing the working height of the platform is 30 ft. or above; and on motorized lifts provided that the height of the lift platform is above the second floor or above third feet:
 \$1.00 per hour additional.

| | | |
|--|----------|---------|
| ----- | | |
| PLAS0029-003 05/01/2018 | | |
| | Rates | Fringes |
| PLASTERER..... | \$ 47.00 | 25.70 |
| ----- | | |
| PLUM0024-001 05/01/2019 | | |
| | Rates | Fringes |
| PLUMBER (Excluding HVAC Pipe Installation)..... | \$ 55.19 | 35.45 |
| ----- | | |
| PLUM0274-003 05/01/2018 | | |
| | Rates | Fringes |
| PIPEFITTER (Including HVAC Pipe Installation)..... | \$ 53.08 | 35.34 |
| ----- | | |
| ROOF0010-003 06/01/2019 | | |
| | Rates | Fringes |
| ROOFER (Includes All Types of Roofs)..... | \$ 40.15 | 24.88 |
| ----- | | |
| * SFNJ0696-006 01/01/2020 | | |
| | Rates | Fringes |
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 61.49 | 29.63 |
| ----- | | |

SHEE0025-005 10/01/2018

| | Rates | Fringes |
|---|----------|---------|
| SHEET METAL WORKER (Including HVAC Duct Installation) | | |
| | \$ 42.60 | 44.20 |

 TEAM0560-002 11/01/2018

| | Rates | Fringes |
|-------------------------|----------|---------|
| TRUCK DRIVER | | |
| Dump Truck..... | \$ 37.75 | 35.38 |
| Off the Road Truck..... | \$ 37.90 | 35.38 |

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, in a zone requiring Level A personal protection for any workers other than the truck driver: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, in a zone requiring Level B, C or D personal protection for any workers other than the truck driver:
 \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the employee has been assigned to work, or, "shapes", one day of the calendar week during which the holiday occurs.

DEFINITION OF GROUPS:

GROUP 1:

Driver of the following types of vehicle: dump; flat; float; pick-up; container hauler; fuel; water sprinkler; road oil; stringer bead; hot pass; bus; dumpcrete; transit mixer; agitator mixer; half-track; winch truck; side-o-matic; dynamite; powder; x-ray; welding; skid; jeep; station wagon;

stringer; A-frame; dual-purpose truck; truck with mechanical tailgate; asphalt distributor; batch truck; seeding; mulching; fertilizing; air compressor truck (in transit); parts chaser; escort; scissor; hi-lift; telescope; concrete breaker; gin pole; stone, sand, asphalt distributor and spreader; nipper; fuel truck (driver of fuel truck including handling of hose and nozzle - entire unit); team driver; vacuum or vac-all trucks (entire unit); skid truck (debris container - entire unit); concrete mobile truck (entire unit); beltcrete truck; pumpcrete truck; line truck; reel truck; wrecker; tow truck; utility truck; tack truck; cardex person; driver on the following types of vehicle: Broyhill coal tar epoxy truck, Littleford bituminous distributor, slurry seal truck or vehicle, thiokol track master pick-up (swamp cat pick-up); bucket loader dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description; on-site repair shop

GROUP 2:

Driver of 3-axle materials truck and float

GROUP 3:

Driver of all Euclid-type vehicles: Euclid; International Harvester; Wabco; Caterpillar; Koehring, tractor and wagon; dumpster; dump; bottom, rear and side dump; carry-all and scraper (not self-loading, loading over the top); water sprinkler trailer; water pull and similar types of vehicle; driver of tractor and trailer-type vehicle: flat, float, I-beam, low bed, water sprinkler, bituminous, transit mix, road oil, fuel, bottom dump hopper, rear dump, office, shanty, epoxy, asphalt, agitator mixer, mulching, stringing, seeding, fertilizing, pole, spread bituminous distributor, water pull (entire unit), tractor trailer, reel trailer, and similar types of vehicle

GROUP 4:

Winch trailer driver

 SUNJ2004-002 01/02/2009

| | Rates | Fringes |
|-------------------------|----------|---------|
| ELEVATOR MECHANIC..... | \$ 40.21 | 11.22 |
| LABORER: Pipelayer..... | \$ 38.85 | 0.14 |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in

which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"