



REQUEST FOR REBIDS

Specifications and Contract Documents

For

Copper Piping Replacement at Lehmann Gardens,

12-14 Sulak Lane,

Park Ridge, NJ 07656

For Bid Information

Erick Martinez, Purchasing Agent

Phone: 201-892-4313

martinez@habcnj.org

LS Engineering Associates Corporation

150 River Road, Building E, Suite E2

Montville, NJ 07045; 973-588-3122

JUNE 25, 2021

REQUEST FOR REBIDS

The Housing Authority of Bergen County, in compliance with N.J.S.A. 19:44A-20.4 et seq., N.J.S.A 10:5-31& N.J.A.C. 17-27 et seq. is seeking Sealed Rebids for:

COPPER PIPING REPLACEMENT at Lehmann Gardens, 12-14 Sulak Lane, Park Ridge, NJ 07656

Request for rebids may be obtained on our website www.habcnj.org.

The rebid opening will be held REMOTELY at 10:00 a.m. (prevailing time) on Friday, July 16, 2021, in the Conference Room of the Housing Authority of Bergen County, One Bergen County Plaza, Floor 2, Hackensack, New Jersey 07601 at which time they will be opened and publicly read via Zoom as detailed below. LATE BIDS WILL NOT BE ACCEPTED. PHOTOCOPIES OR FACSIMILES OF THE BID DOCUMENTS WILL NOT BE ACCEPTED IN LIEU OF THE ORIGINALS.

During the COVID-19 pandemic, all bid packets will ONLY be available electronically on "VendorRegistry". Vendors 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 and open any requests for bids 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 bids electronically no later than the date and time outlined in the bid documents.

Additionally, pursuant to N.J.S.A. 40A: 11-23 a hard copy of each bid must also be mailed:

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

**Housing Authority of Bergen County,
Purchasing Department
One Bergen County Plaza, Floor 2,
Hackensack, NJ 07601**

It should be noted that electronic bid submissions will be kept locked and will only be made accessible to the Authority on the prescribed bid opening date and time herein noted. Additionally, all hard copies mailed to the above address shall be kept sealed and will be received and publicly opened via teleconferencing on the date and time specified below in the conference room of the Housing Authority of Bergen County, One Bergen County Plaza, Floor 2, Hackensack, New Jersey 07601. This bid opening can be attended by logging into Zoom in the following manner:

Join Zoom Meeting:

Time: Friday, July 16, 2021, at 10:00 AM Eastern Time (US and Canada)

<https://us02web.zoom.us/j/89406811579?pwd=RWNxR21xQ1YrZzFaSzJ2V1oxSVgyUT09>

Meeting ID: 894 0681 1579


Passcode: 050061

The Housing Authority of Bergen County reserves the right to reject any or all bids or to waive any informalities contained therein. No bid shall be withdrawn for a period of sixty (60) days subsequent to the bid's due date without the consent of the Housing Authority of Bergen County.

Lynn Bartlett
Executive Director
Housing Authority of Bergen County

By: Vincent Bufis, Q.P.A.
Director of Operations

HOUSING AUTHORITY OF BERGEN COUNTY

 CONTENTS OF BID PACKAGE Form PD002 (Revised 11.13.2014)	HOUSING AUTHORITY OF BERGEN COUNTY	BID NUMBER:	HABC 2021.07.16		
	INVITATION TO BID		DESCRIPTION OF SERVICES		
	<i>Direct Questions concerning this Bid to:</i> ERICK MARTINEZ, PURCHASING AGENT PHONE: 201-892-4313 MARTINEZ@HABCNJ.ORG		COPPER PIPING REPLACEMENT AT LEHMANN GARDENS		
		CONTRACT TERM 90 Days	BEGINNING 08/01/2021	ENDING 10/30/2021	
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CONTENTS OF BID PACKAGE

#	X	NAME OF DOCUMENT
1	X	PUBLIC ADVERTISEMENT FOR INVITATION FOR BID (FROM THE RECORD, JULY 3, 2021) MADE A PART OF THESE BID DOCUMENTS
2	X	SUBMISSION CHECKLIST
3	X	SPECIFICATIONS HABC 2021.07.16 DATED JUNE 25, 2021 AS PREPARED BY THE HOUSING AUTHORITY OF BERGEN COUNTY
4	X	BID FORM(S)
5	X	BIDDER'S AFFIDAVIT
6	X	AFFIDAVIT OF NON-DEFAULT
7	X	NON-COLLUSION AFFIDAVIT (MUST BE NOTARIZED)
8	X	STOCKHOLDER DISCLOSURE CERTIFICATION
9	X	AFFIRMATIVE ACTION AFFIDAVIT AND REGULATIONS (MUST BE NOTARIZED)
10	X	AFFIDAVIT FOR MINORITY BUSINESS ENTERPRISE (MUST BE NOTARIZED)
11	X	GENERAL CONTRACTOR AND SUBCONTRACTOR QUALIFICATION QUESTIONNAIRE (2 PAGE NARRATIVE INSTRUCTIONS)
12	X	GENERAL CONTRACTOR QUALIFICATION QUESTIONNAIRE
13	X	SUB-CONTRACTOR QUALIFICATION QUESTIONNAIRE **FOR EACH SUB-CONTRACTOR TO BE USED**
14	X	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS TO BIDDERS (Form HUD 5369-A)
15	X	HOLIDAY SCHEDULE
16		INTENTIONALLY LEFT BLANK
17		INSTRUCTIONS TO BIDDERS FOR CONTRACTS FOR PUBLIC HOUSING PROGRAMS (Form HUD 5369)
18		STANDARD TERMS AND CONDITIONS
19		INTENTIONALLY LEFT BLANK
20		INTENTIONALLY LEFT BLANK
21	X	STATEMENT OF COMPLIANCE WITH HUD DETERMINED PREVAILING WAGE RATES IN EFFECT ON BID OPENING DATE
22	X	PUBLIC WORKS CONTRACTOR REGISTRATION ACT CERTIFICATE (TO BE SUBMITTED BY CONTRACTOR AND EACH SUB-CONTRACTOR USED)
23	X	REFERENCES ATTACHMENT
24	X	CONTRACTOR & SUB-CONTRACTOR QUALIFICATIONS AND LICENSING REQUIREMENTS
25	X	NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (TO BE SUBMITTED BY CONTRACTOR AND EACH SUB-CONTRACTOR USED)
26		INTENTIONALLY LEFT BLANK
27		HUD DETERMINED PREVAILING WAGE RATES
28		INTENTIONALLY LEFT BLANK
29	X	ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA
30	X	CONFLICT OF INTEREST & POLITICAL CONTRIBUTION DISCLOSURE FORM
31	X	SECTION 3 REQUIREMENTS AND CERTIFICATION OF CONFORMITY
32	X	W-9 FORM SAMPLE (REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION)
33	X	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
34	X	DLG FEDERAL DEBARMENT MODEL FORM
35	X	TECHNICAL SPECIFICATIONS AND DRAWINGS BY LS ENGINEERING ASSOCIATES

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

PRE-BID MEETING: NONE SCHEDULED

BID OPENING DATE: 10:00 AM ON FRIDAY, JULY 16, 2021

DEADLINE FOR QUESTIONS AND CLARIFICATIONS: 10:00 AM ON MONDAY, JULY 12, 2021

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 BID DOCUMENT SUBMISSION CHECKLIST Form PD003 (Revised 11.13.2014)	HOUSING AUTHORITY OF BERGEN COUNTY	BID NUMBER:	HABC 2021.07.16	
	INVITATION TO BID	DESCRIPTION OF SERVICES		
	<i>Direct Questions concerning this RFP/Bid to:</i> ERICK MARTINEZ, PURCHASING AGENT PHONE: 201-892-4313 MARTINEZ@HABCNJ.ORG	COPPER PIPING REPLACEMENT AT LEHMANN GARDENS		
		CONTRACT TERM 90 Days	BEGINNING 8/01/2021	ENDING 10/30/2021

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

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

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

See Specs for additional Documents that may be required.

BID DOCUMENT SUBMISSION CHECKLIST --- Page 2

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TO BE COMPLETED BY RESPONDENT

Please Type or Print in Ink

Firm Name and Address: _____ _____ _____	Federal Taxpayer ID Number _____ Telephone Number (24 hour #) _____
E-Mail Address _____	Fax Number _____
Signature of the Respondent attests that the Respondent has read, understands and agrees to all terms, conditions, plans and specifications set forth in this Invitation for Bid, including all addenda	
ORIGINAL Signature of Respondent _____	PRINT/ TYPE NAME & TITLE _____ DATE _____

INFORMATION TO BIDDERS

CONTRACT PERIOD

The Contract will be for **90 CALENDAR DAYS beginning on August 1, 2021 and expiring on October 30, 2021**. The Housing Authority of Bergen County reserves the right at its sole discretion, to extend the contract for an additional 12 months beyond the original contract period. The contractor must agree to the extension.

INTENT

The purpose of this solicitation is to provide the Housing Authority of Bergen County with ***Copper Piping Replacement at Lehmann Gardens***

CONDITIONS

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

QUOTATIONS AND BIDS

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

GENERAL INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF BIDDERS

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

2. SUBMISSION OF BIDS

A. Sealed bids shall be received in accordance with the public advertisement, as required by law; a copy of said

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notice is being attached hereto and made a part of these specifications.

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

**Housing Authority of Bergen County,
Purchasing Department
One Bergen County Plaza, Floor 2,
Hackensack, NJ, 07601**

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

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

3. BID GUARANTEE, CONCENT OF SURETY AND PERFORMANCE BOND

1. BID BOND

- Each bid must be accompanied by the Certified Check of the bidder or by a Cashier's Check, or by a Bid Bond, duly executed by the bidder as principal, having surety thereon, a surety company approved by the Authority, in an amount not less than ten percent (10%) of the amount of the base bid submitted, said 10% not to exceed \$20,000.00 pursuant to N.J.S.A. 40A:11-21, payable to the Housing Authority of Bergen County. Only originals will be accepted.

2. CONSENT OF SURETY

- In addition, the bid must also be accompanied by a Certificate (Consent of Surety) from a Surety Company stating that it will provide said bidder with a Performance Bond in the full amount of the bid.

Per N.J.S.A. 40A:11-24(a), All bid security, except the security of the three apparent lowest responsible bidders, shall be returned, unless otherwise requested by the bidder, within ten (10) days after the opening of bids, **Sundays and holidays excepted**, and the bids of such bidders shall be considered as withdrawn. Within three (3) days, **Sundays and holidays excepted**, after the awarding and signing of the contract, and the approval of the contractor's performance bond, the bid security of the remaining unsuccessful bidders shall be returned to them.

4. QUOTATIONS AND BIDS

1. The Housing Authority of Bergen County is exempt from any local, state or federal sales, use or excise tax.
2. Bids must be signed in ink by the bidder; all quotations shall be made with a typewriter or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.
3. Failure to sign all documents and provide all information in the bid may result in the bid being rejected.
4. After award of the contract and without invalidating the contract, the Housing Authority of Bergen County may order extra items or make changes by altering, adding to or deducting from the items, with the contract sum being adjusted accordingly. Materials and workmanship for additional items shall conform to that in the original specification. No extra items or changes shall be made unless in pursuance of a written order from the Purchasing Agent, and no claim for an addition or credit to the contract sum shall be valid unless so ordered.

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5. The Housing Authority of Bergen County shall at its sole discretion and option, request a three-price quote for any item in this contract, for the purpose of determining the reasonableness of the price proposal.
6. The Housing Authority of Bergen County may at its sole discretion and option, request a price proposal for any items not part of the scope of work and this contract, and shall procure the services of the vendor who submits the best and most advantageous price proposal to the Authority.
7. Insert prices for furnishing all of the services described. Prices shall be net including all transportation charges fully prepaid by the contractor F.O.B. destination as designated by the Housing Authority of Bergen County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendor's convenience when a single shipment is ordered.
8. Carelessness in quoting prices or in preparation of the bid will not relieve the bidder from performance of the services required by these bid documents.
9. The inability of any bidder to quote on all items listed in this solicitation will not preclude consideration of his/her bid.
10. Bidders shall submit net prices with all discounts taken into consideration and total lump sum for all items they are eligible or interested in bidding upon. Prices quoted shall be net with all discounts deducted and subject only to cash discounts for prompt payment of invoice.
11. In accordance with advertisement, bids will be received for the performance of the project, the designation of which is stated in the advertisement. Bids are requested on the items stated in the bid form for the project. The prices bid shall cover all costs of any nature, incident to and growing out of the work. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation, travel time, and all else necessary to perform and complete the project in the manner and within the time required, all incidental expenses in connection therewith, all cost on account of loss by damage or destruction of the project and any additional expenses, for unforeseen difficulties encountered, for settlement of damages, and for replacement of defective work and materials, conditions, limitations or provisos attached by the bidder to the bid may be cause for rejection.
12. When an error is made in calculating the total bid amounts, the line item unit bid price will govern. No price escalation will be permitted after quote has been submitted.
13. No bidder will be allowed to offer more than one price on the items requested even though he may feel that he has two or more types that will meet specifications. Bidders must determine for themselves which to offer. If said bidder should submit more than one price on said item in same bid, all prices for that item may be rejected at the discretion of the Housing Authority of Bergen County.
14. Any bidder may withdraw his/her bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60-day period after the bids are received.
15. All forms shall be completed and attached to the bid.
16. Before submitting his/her bid, the bidder shall be familiar with the plans, specifications and other documents that will form parts of the contract, shall have investigated in detail the site of the project and shall have made such examination thereof as may be necessary to satisfy him/herself in regards to the character and amount of work involved. He/she shall have satisfied him/herself also that he can secure the necessary labor and equipment, and that the materials he proposes to use will comply with the requirements therefore and can be obtained by him/her in the quantities and at the time required.

5. CHANGE ORDERS

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

6. INTERPRETATION AND ADDENDA

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

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

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errors or omissions, the bidder shall be bound by the bid.

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

7. BRAND NAMES, STANDARDS OF QUALITY, PATENTS

- a) Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with prevailing statutes.
- b) Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the bid form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the bid be delivered.
- c) The Housing Authority of Bergen County reserves the right to evaluate the equivalency of the product, which, in its deliberations, meets the intentions of the Housing Authority of Bergen County.
- d) The contractor shall hold and save harmless the Housing Authority of Bergen County, its officers, agents, servants and employees from any liability of any nature and kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.
- e) Wherever practical and economical to the Housing Authority of Bergen County, it is desired that recycled or recyclable products be used. Please indicate when recycled products are being offered.

8. AWARD OF BID

- a) The Housing Authority of Bergen County reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the Housing Authority of Bergen County to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure or irregular may be rejected; any bid having erasures or corrections in the price sheet may be rejected; any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.
- b) The Housing Authority of Bergen County further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the Authority's opinion is in its' best interest. Without limiting the generality of the foregoing, the Housing Authority of Bergen County reserves the right to award a contract based on either option that may be described in the bid or based on any combination thereof. **The Authority also reserves the right to reject the bid of any respondent who has previously failed to perform properly, or to complete on time any contract work of a similar nature or who is not in a position to perform the contract.**

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- c) The Housing Authority of Bergen County reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- d) The Housing Authority of Bergen County reserves the right to award multiple contracts, both to the lowest responsive and responsible bidder as the Primary contractor and to the second lowest responsive and responsible bidder as the Secondary contractor. In the event of the inability or failure of the primary contractor to respond to a request for emergency service within the specified time, the secondary contractor will be notified of the request for service.
- e) Should the bidder, to whom the contract is awarded, fail to enter into a contract, the Housing Authority of Bergen County may then, at its option, accept the bid of the next lowest responsible bidder.
- f) **The effective period of this contract will be for a period of 90 DAYS unless otherwise noted in the specifications.** Continuation of the terms of this contract beyond the fiscal year is contingent on availability of sufficient funds in the following year's budget. In the event of unavailability of such funds, the Authority reserves the right to cancel the contract. The Authority, at its sole discretion shall have the option to extend the contract for one (1) additional year upon expiration of the original contract term. Such contract extension must first be agreed to in writing by both the Authority and the contractor.
- g) government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.

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

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

10. NON-COLUSION AFFIDAVIT

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

11. NON-DISCRIMINATION

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

12. REQUIRED AFFIRMATIVE ACTION EVIDENCE

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

a) Procurement, Professional and Service Contract

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

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

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b) Construction Contracts

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

13. WORKER AND COMMUNITY RIGHT TO KNOW

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

14. STATEMENT OF CORPORATE OWNERSHIP DISCLOSURE

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the Authority a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own 10% or greater interest in the corporation or partnership, the stockholders holding 10% or more of that corporation’s stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid proposal.

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

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

16. INSURANCE REQUIREMENTS

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

INSURANCE COVERAGE REQUIREMENTS

1. **Commercial General Liability**

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

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

2. **Automobile Liability**

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

3. Workers Compensation and Employers' Liability

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

4. Professional Liability/Errors and Omissions

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

- b) Within 48 hours of the Award Resolution, the Bidder/Contractor shall provide the Housing Authority of Bergen County with a Certificate of Insurance evidencing that said insurance is and will be in effect during the term of the contract and naming the Board of Commissioners of the Housing Authority of Bergen County as an Additional Insured.
- c) Each certificate of Insurance shall contain a statement that the policy applies to all operations of the project which are undertaken by the insured during the performance of this contract. In addition, each Certificate of Insurance shall contain the following information of statements:
 - 1) Name and address of insured.
 - 2) A statement that the Board of Commissioners of the Housing Authority of Bergen County is an Additional Insured under each policy listed.
 - 3) The number and description of each policy in force on the date of the Certificate.
 - 4) The expiration date of each policy shown as well as the amount of the coverage for each policy.
 - 5) A statement showing the method of cancellation. If cancellation may be effected by the giving of notice to the insured and the Board of Commissioners of the Housing Authority of Bergen County by the insurer, the policy and Certificate must provide that cancellation shall not be effective until ten (10) days after receipt of such notice by the said Board of Commissioners.
- d) During the term of the contract, it shall be the responsibility of the Bidder/Contractor to provide the Housing Authority of Bergen County with additional Certificates of Insurance in compliance with the above showing current coverage when any insurance policy for the above-listed coverage expires.
- e) Submission of proof of the required insurance coverage in the form of a Certificate or Certificates of Insurance is a condition precedent to contract award. After receipt of a sufficient performance bond and other submissions required by these bid specifications, the bid will be accepted and a purchase order will be forwarded to the successful bidder.
- f) The contractor shall maintain sufficient Insurance to protect against all claims under Workers Compensation, General Liability and automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided to the Housing Authority of Bergen County when required. In all cases where a Certificate of Insurance is required, the Housing Authority of Bergen County is to be named as an additional insured.

17. ALTERNATE DISPUTE RESOLUTION

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

- a) The parties shall attempt to resolve all disputes pursuant to this contract by good faith negotiations. If a dispute is unable to be resolved through verbal agreement, either party may reduce the dispute to writing, which the parties shall then attempt to resolve within five (5) business days. If the parties are unable to resolve within five (5) business days, then either party may seek the appointment of a mediator

HOUSING AUTHORITY OF BERGEN COUNTY

- by notifying the other party, in writing, of such a request.
- b) Upon a demand for mediation, the parties shall attempt to agree upon a mediator. If the parties are unable to agree upon a mediator, then the Housing Authority of Bergen County shall obtain a list of retired Supreme Court Justices and Supreme Court Judges who have agreed to make themselves available for this purpose. When the list is produced, the parties shall review the list and indicate the judges that they want struck. The list with the struck judge shall be exchanged and the most senior judge remaining on the list shall be contracted. If that judge accepts the appointment as mediator, the mediation shall be conducted within ten (10) business days. If the judge does not accept the appointment, the parties shall then go to the next senior judge on the list until a mediator is reached.
 - c) If all judges are struck or if the parties are unable to obtain a judge from the list, the parties will then review the list again to strike up to five (5) judges, after which the most senior name on the list will be selected as the mediator.
 - d) If the parties are unable to select a mediator through this mechanism, then a list shall be presented to the Assignment Judge in Bergen County, New Jersey, for him/her to select a mediator from the list, after giving the parties opportunity to strike up to five (5) judges per party, provided that the number of judges on the list presented to the Assignment Judge shall consist of not less than fifty percent (50%) of the original list when it was provided to the parties. In any case where the striking of five (5) judges per party shall result in more than fifty percent (50%) of the judges being struck, the number of strikes per party shall be reduced equally until such time as there are at least fifty percent (50%) of the judges available.
 - e) The cost of the mediation shall be apportioned equally among the parties, with each party responsible for its own mediation costs. Mediation shall be non-binding, unless the parties agree otherwise.
 - f) All proceedings in the mediation shall be confidential. The mediator shall not be required to follow any specific rules of procedure, shall be allowed to meet ex parte with any party, and the mediator may not be called to testify in any future proceedings or to reveal any discussions that occurred during the course of the mediation.
 - g) If any additional parties are subcontracted, then the subcontractors with those parties must require them to agree to the mediation proposal. In addition, the parties must agree that if there is a dispute between any other parties with respect to the construction project, then the parties must, if requested by the other party and the mediator, participate in that mediation.
 - h) Notwithstanding the procedures set forth in this agreement mediation, should there be a mediation required by the Housing Authority of Bergen County, pursuant to any contract relating to the construction project, the contractor agrees, if requested, to participate in that mediation in accordance with the procedures set forth above.
 - i) The method of alternate dispute resolution described in this Section 18 is not intended to waive or in any way alter the right of the Housing Authority of Bergen County to a jury trial on all issues post mediation. Furthermore, notwithstanding anything to the contrary contained in any contract to which these "General Instructions to Bidders" may be appended, it is the intention of the Housing Authority of Bergen County, which intention is acknowledged by the bidder/contractor, to preserve its right to a trial by jury on all issues in dispute.

18. PAYMENT

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

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

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

HOUSING AUTHORITY OF BERGEN COUNTY

19. GUARANTEE

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

20. PURCHASE FROM STATE CONTRACT OR OTHER PUBLIC ENTITIES

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

21. GOVERNING LAW, STATE AND FUNDING

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

22. USE OF SUBCONTRACTORS

Bidders that propose using one or more subcontractors must submit a certificate with their bids listing each subcontractor named in the bid for the category. The certificate must set forth the scope of work for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor, should the bidder be awarded the contract.

23. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

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

24. BUSINESS REGISTRATION OF PUBLIC CONTRACTORS ACT

- a) No vendor/contractors can bid or engage in any contract with the Authority unless the vendor/contractor is registered with the State and provides proof of that registration to the contracting agency before the contracting agency may enter into a contract with vendor/contractor.
- b) Procedures for Construction Contracts (As may be applicable)
 - 1) These procedures shall be used for all construction contracts. For consistency, "construction" shall mean, exclusive of the value of work, "public work" as defined in the "Prevailing Wage Act" N.J.S.A. 34:11-56.26:
 - i. "Public Work" means construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under the rehabilitation program.
 - ii. "Maintenance Work" means the repair of existing facilities when the size, type or extend of such facilities is not thereby changed or increased.

HOUSING AUTHORITY OF BERGEN COUNTY

- 2) In response to a request for bids for construction work, a contractor must include proof of its own business registration and proofs of business registration of those subcontractors required to be listed in the contractor's submission (i.e., "named subcontractors"). The proof of business registration shall be provided at the time the bid is officially received and opened by the contracting agency.
- 3) "New Jersey Business Registration Requirements"
 - i. The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contract. The requirement of proof of business registration extends down through all levels (tiers) of the project.
 - ii. Before final payment of the contract is made by the contracting agency, the contractor shall submit an accurate list of the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.
 - iii. For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44 (g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.
 - iv. A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 9C.52:32-44 et. Al.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$ 25.00 for each day of violation, not to exceed \$ 50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

25. FAIR HOUSING AND EQUAL OPPORTUNITY EMPLOYMENT

Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered under section 3, shall, to the greatest extent feasible, be directed to low-and very-low income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to

HOUSING AUTHORITY OF BERGEN COUNTY

whom the regulations of 24CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

Section 3 residents are:

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

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

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

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

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

Will HUD require compliance?

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

HOUSING AUTHORITY OF BERGEN COUNTY

PROPOSAL FORM

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

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

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

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

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

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

The undersigned Bidder acknowledges the receipt of the following Addenda:

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

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

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

The full names and residences of all persons and parties interested in this proposal as principals are as follows below. Note: For each person, give first and last names in full. Record each member of the co-partnership; in case of a corporation, give the names of the President, Secretary, Treasurer, Manager, and Directors, and state the place of incorporation.

HOUSING AUTHORITY OF BERGEN COUNTY

This proposal is hereby respectfully submitted by:

(Bidder's Signature)

(Bidder's Business Address)

Dated this _____ day of _____ 2021

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

HOUSING AUTHORITY OF BERGEN COUNTY

PROPOSAL SUBMISSION FORM (1 of 2)

Required Material

#	MATERIAL	RATE	TOTAL
TOTAL MATERIALS			

Required Labor

HOURS	LABOR	RATE	TOTAL
TOTAL LABOR			

Miscellaneous

#	ITEM	TOTAL
TOTAL MISCELLANEOUS		

Totals

	Materials Total	
	Labor Total	
	Miscellaneous Total	
TOTAL \$		

BASE BID (Amount in Words)

\$ _____

HOUSING AUTHORITY OF BERGEN COUNTY

PROPOSAL SUBMISSION FORM (2 of 2)

DATE

COMPANY

PRINCIPAL

SIGNATURE

TELEPHONE

EMAIL

FEDERAL TAX ID #

HOUSING AUTHORITY OF BERGEN COUNTY

CONTRACTOR & SUBCONTRACTOR QUALIFICATIONS & LICENSING REQUIREMENTS

Project: **Copper Piping Replacement at Lehmann Gardens**

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

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

HOUSING AUTHORITY OF BERGEN COUNTY

Form W-9 (Rev. October 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. <table border="0" style="width: 100%; font-size: small;"> <tr> <td><input type="checkbox"/> Individual/sole proprietor or single-member LLC</td> <td><input type="checkbox"/> C Corporation</td> <td><input type="checkbox"/> S Corporation</td> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Trust/estate</td> </tr> <tr> <td colspan="5"> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </td> </tr> <tr> <td colspan="5"> 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. </td> </tr> <tr> <td colspan="5"> <input type="checkbox"/> Other (see instructions) ▶ _____ </td> </tr> </table>		<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) ▶ _____				
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<input type="checkbox"/> Other (see instructions) ▶ _____																						
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																					
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)																				
	6 City, state, and ZIP code																					
	7 List account number(s) here (optional)																					
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																						
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Part II Certification Under penalties of perjury, I certify that:																						
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. 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: <ul style="list-style-type: none"> • 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 <i>What is backup withholding</i> , later.																						

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

SAMPLE W-9 FORM

HOUSING AUTHORITY OF BERGEN COUNTY

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

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

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

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

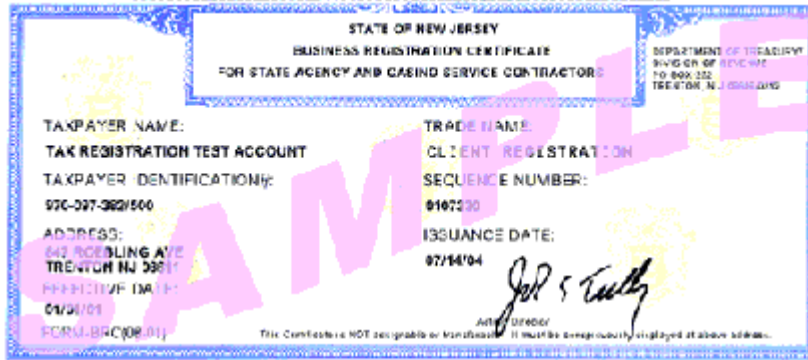
Construction Contracts (including public works related purchase orders)

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

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

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

HOUSING AUTHORITY OF BERGEN COUNTY



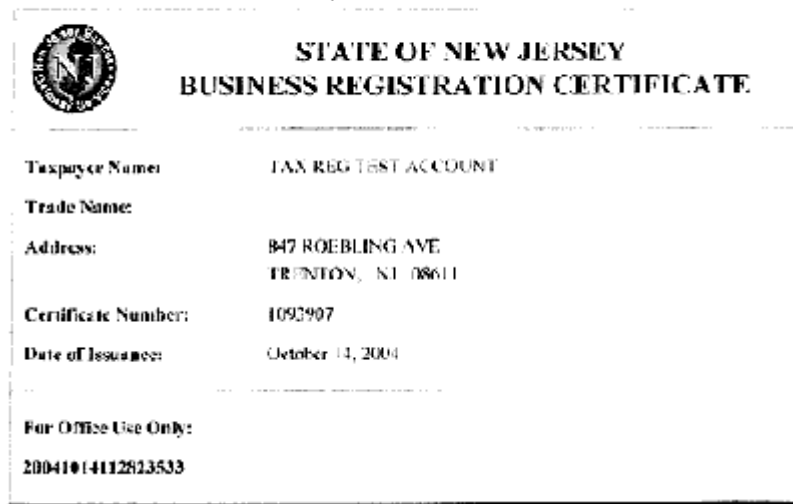
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 352
TRENTON, NJ 08646

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

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

ART. 13B(6)(b)
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**

HOUSING AUTHORITY OF BERGEN COUNTY

AFFIDAVIT OF NON-DEFAULT

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

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

HOUSING AUTHORITY OF BERGEN COUNTY

Firm Name: _____

Name: _____

Title: _____

Signature: _____

MUST BE NOTARIZED

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

HOUSING AUTHORITY OF BERGEN COUNTY

BIDDER'S AFFIDAVIT

Name of Bidder: _____ being duly sworn, deposes and says that he resides at:

(Address)

that he is the _____ who signed the above Bid, that he was
(Title)

duly authorized to sign and that the Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all the declarations and statements contained in the Bid are true to the best of his/her knowledge and belief.

(Signature of Bidder & Seal)

MUST BE NOTARIZED

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

HOUSING AUTHORITY OF BERGEN COUNTY

NON-COLLUSION AFFIDAVIT

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

in the County of _____, and the State of _____

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

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

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

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

 Company Name

 *Signature

 Title

 Date

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

MUST BE NOTARIZED

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

HOUSING AUTHORITY OF BERGEN COUNTY

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement MUST Be Included with Bid Submission

Name of Business: _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Check box if attachments are being used to complete this section.

MUST BE NOTARIZED

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

HOUSING AUTHORITY OF BERGEN COUNTY

AFFIDAVIT FOR AFFIRMATIVE ACTION PLAN

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

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

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

(Indicate Job Name)

located in _____ New Jersey that such proposal or bid is submitted with full knowledge and understanding of the Affirmative Action Plan (AAP) requirements contained herein; that in submitting such proposal or bid, the bidder acknowledges that he or she must and will fulfill these requirements and that all statements in said proposal or bid are true.

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

(Signature of Contractor)

MUST BE NOTARIZED

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

HOUSING AUTHORITY OF BERGEN COUNTY

AFFIRMATIVE ACTION REGULATIONS

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

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

YES _____ NO _____

COMPANY NAME: _____

NAME: _____

SIGNATURE: _____

TITLE: _____

A. CONTRACTORS WITH 50 OR MORE EMPLOYEES NOTE:

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

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

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

B. CONTRACTORS WITH LESS THAN 50 EMPLOYEES NOTE:

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

HOUSING AUTHORITY OF BERGEN COUNTY

AFFIDAVIT FOR MINORITY BUSINESS ENTERPRISES

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

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

making a certain proposal or bid dated _____, 2021, for work in
connection with the _____ located in) _____
(indicate job name) (Indicate Town)

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

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

(Signature of Contractor)

MUST BE NOTARIZED

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

HOUSING AUTHORITY OF BERGEN COUNTY

STATEMENT OF COMPLIANCE

WAGE RATES

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

SIGNATURE: _____

TITLE: _____

MUST BE NOTARIZED

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

Acknowledgment of Receipt of Addenda

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

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

ADDENDA NUMBER	DATE OF ADDENDA	DATE ADDENDA RECEIVED BY CONTRACTOR

No addenda issued

Signed: _____ Title: _____

Printed Name: _____ Date: _____

Company: _____

HOUSING AUTHORITY OF BERGEN COUNTY

INSURANCE REQUIREMENT AND ACKNOWLEDGMENT FORM

And

HOLD HARMLESS / INDEMNIFICATION AGREEMENT

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

Acknowledgment of Insurance Requirement:

(Signature)

(Date)

(Printed Name and Title)

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

HOUSING AUTHORITY OF BERGEN COUNTY

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION 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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures pre-scribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at

HOUSING AUTHORITY OF BERGEN COUNTY

least five business days prior to the commencement of construction work, the contractor or sub-contractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

HOUSING AUTHORITY OF BERGEN COUNTY

(iii) The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprentice-ship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be re-quired to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its web-site, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be re-quested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

HOUSING AUTHORITY OF BERGEN COUNTY

STATEMENT OF COMPLIANCE

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

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

HOUSING AUTHORITY OF BERGEN COUNTY

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: _____

GENERAL CONTRACTOR QUALIFICATION QUESTIONNAIRE

BID FOR: _____

NAME OF BIDDER: _____

ADDRESS: _____

REQUIREMENTS FOR SUBMITTED PROPOSALS, IF QUALIFIED

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

Notice to Contractors:

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

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

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

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

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

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

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

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

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

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

Do not give names of dealers or manufacturers.

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

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

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

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

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CONTRACTS COMPLETED IN THE LAST FIVE YEARS

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

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

HOUSING AUTHORITY OF BERGEN COUNTY

Give full information about all of your contracts, whether private or government contracts, whether prime or sub-contracts; whether in process or awarded by not yet begun; or whether you are low bidder pending formal award of contract.

Location	Description	Adjusted Contract Amount	Amount Completed and Billed	Additional Earned Since Last Estimate	Balance to be Completed	Estimated Date of Completion

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 intent to lease or purchase.

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

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

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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.)

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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: _____

HOUSING AUTHORITY OF BERGEN COUNTY

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

Applicability of Section 3 to Public and Indian Housing Programs

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

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

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

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

Recipient Responsibilities Pursuant to Section 3

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

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

Section 3 Summary Reports (Form HUD-60002)

HOUSING AUTHORITY OF BERGEN COUNTY

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

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

Determining What Should Be Reported on Form HUD-60002

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

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

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

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

Important Notes for Submitting HUD-60002

- Use the online Section 3 Summary Reporting System at: www.hud.gov/section3 to ensure that your report is received by the appropriate HUD office in a timely manner.
- The "reporting period" option in the online Section 3 Summary Reporting System (box #7) lists quarters but the Section 3 reporting is an annual requirement. Accordingly, recipients should select **Quarter 4** to document the total amount of covered activities that took place during the entire year.
- PHAs should follow the same 12-month reporting period (i.e., fiscal, program, or calendar year) that is used for other HUD reports. If the PHA does not have other HUD reporting requirements, the Section 3 reporting period will follow the 12-month calendar year.
- Section 3 reports document compliance during the previous year (or reporting period). For instance, reports submitted on January 10, 2009, document the PHA's efforts to comply with Section 3 during 2008.

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- If the PHA (or its contractors, subcontractors and sub-recipients) did not hire any new employees during the reporting period, and/or if no construction or non-construction contracts were awarded, the PHA must state this in Part III of form HUD-60002 and certify that this information is true and accurate by penalty of law.

Form HUD-60002 and Section 3 Compliance Determinations

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

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

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

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

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

Where Are Reports Submitted

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

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

Additional Section 3 Guidance and Technical Assistance

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

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

- Section 3 Statute—12 U.S.C. 1701u
- Section 3 Regulation—24 CFR Part 135

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

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

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

See language at 24 CFR Part 135.30(d)

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SAMPLE SECTION 3 BUSINESS CERTIFICATION

Name of Business: _____

Address of Business: _____

Contact Person: _____ Title: _____

Telephone: _____

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

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

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

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

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

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

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

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

Authorized Name and Signature

Date

Witness Name and Signature

Date

Standard Terms and Conditions

1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT-

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

2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS -

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

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

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

2.2 ANTI-DISCRIMINATION -

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

2.3 PREVAILING WAGE ACT -

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

2.4 AMERICANS WITH DISABILITIES ACT -

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

2.5 PAY TO PLAY PROHIBITIONS –

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

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

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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 -

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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.

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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.

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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

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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.

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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

Print Name

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. 19:44A-20.26](#)). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - 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 contributions by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity". [[N.J.S.A. 19:44A-20.26 \(b\)](#)] The contributor must be listed on the disclosure.

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

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

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

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

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

HOUSING AUTHORITY OF BERGEN COUNTY

List of Agencies with Elected Officials Required for Political Contribution Disclosure

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #: 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

STANDARD BID DOCUMENT REFERENCE	
Name of Form:	FEDERAL NON-DEBARMENT CERTIFICATION
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
Description:	Meets statutory criteria for certification of non-debarment by a federal government agency.

Summary of the Certification Requirements under N.J.S.A. 52:32-44.1

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local units must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

HOUSING AUTHORITY OF BERGEN COUNTY

CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- Sole Proprietorship (skip Parts III and IV)
 Non-Profit Corporation (skip Parts III and IV)
 For-Profit Corporation (any type)
 Limited Liability Company (LLC)
 Partnership

 Limited Partnership
 Limited Liability Partnership (LLP)
 Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <type of contracting unit> , permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

HOUSING AUTHORITY OF BERGEN COUNTY

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
Section A (Check the Box that applies)	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Home Address (for Individual) or Business Address	
OR	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Skip if no Business entity is listed in Section A above)	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization’s parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization’s parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization’s parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Home Address (for Individual) or Business Address	
OR	
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
Section C – Part III Certification	
I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in	

HOUSING AUTHORITY OF BERGEN COUNTY

Part I or, if applicable, owns greater than 50 percent of a parent entity of **<name of organization>**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **<type of contracting unit>**, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A



Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.

Name of Business Entity	Business Address

****Add additional sheets if necessary****

OR



The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

HOUSING AUTHORITY OF BERGEN COUNTY

Section B (skip if no business entities are listed in Section A of Part IV)			
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).		
Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Business Address		
Add additional Sheets if necessary			
OR			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
Section C – Part IV Certification			
<p>I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <type of contracting unit>, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

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

HOUSING AUTHORITY OF BERGEN COUNTY

HOUSING AUTHORITY OF BERGEN COUNTY 2021 HOLIDAY SCHEDULE

JANUARY 18 TH	MONDAY	MARTIN LUTHER KING'S BIRTHDAY
FEBRUARY 15 TH	MONDAY	PRESIDENT'S DAY
APRIL 2 ND	FRIDAY	GOOD FRIDAY
MAY 31 ST	MONDAY	MEMORIAL DAY*
JUNE 18 TH	FRIDAY	JUNETEENTH (Observed)
JULY 5 TH	MONDAY	INDEPENDENCE DAY* (Observed)
SEPTEMBER 6 TH	MONDAY	LABOR DAY*
OCTOBER 11 TH	MONDAY	COLUMBUS DAY
NOVEMBER 2 ND	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.



DANIEL ORTEGA
Board of Commissioner
ChairMAN

LYNN BARTLETT
Executive Director

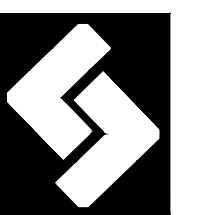
PETER CAMINITI, Sr.
Vice-Chairman

ANGELO D'ARMINIO jr.
JUNIOR HERNANDEZ
DANIELLE PETERSON
HARRY SOHMER
Commissioners

HOUSING AUTHORITY OF BERGEN COUNTY
PARK RIDGE, NEW JERSEY 07656

PROJECT:

LEHMANN GARDENS
COPPER PIPING REPLACEMENT
12-14 SULAK LANE
PARK RIDGE, NEW JERSEY 07656



LSEA CORPORATION

150 RIVER ROAD, BLDG. E, SUITE E2, MONTVILLE, NJ 07045

REV.:	DATE:	REMARKS:

DRAWING: **EXISTING COPPER PIPE
LAYOUT & SIZES PLATE 2 OF 2**

PROJECT NO.: 2021-21

DATE: 4-15-2021

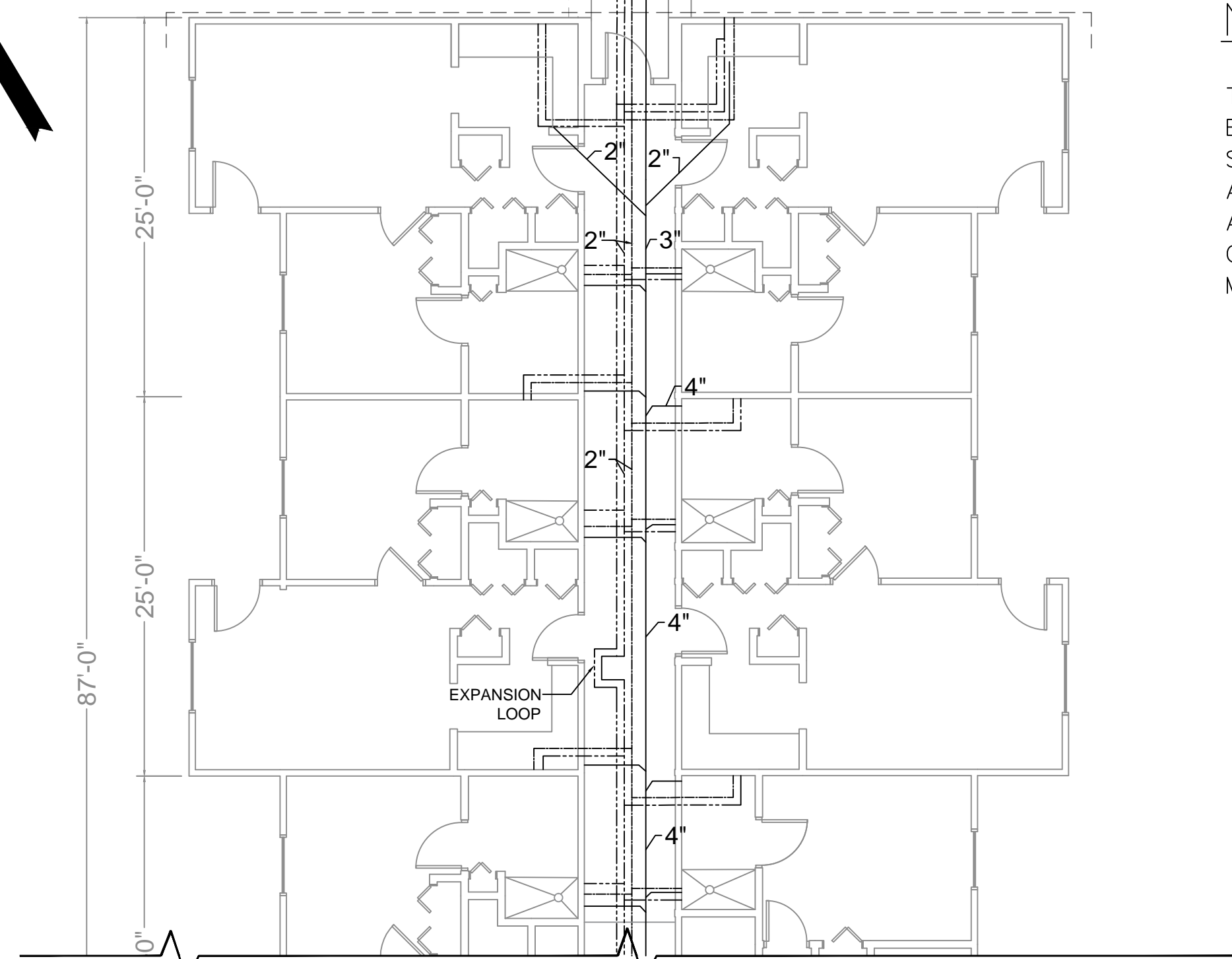
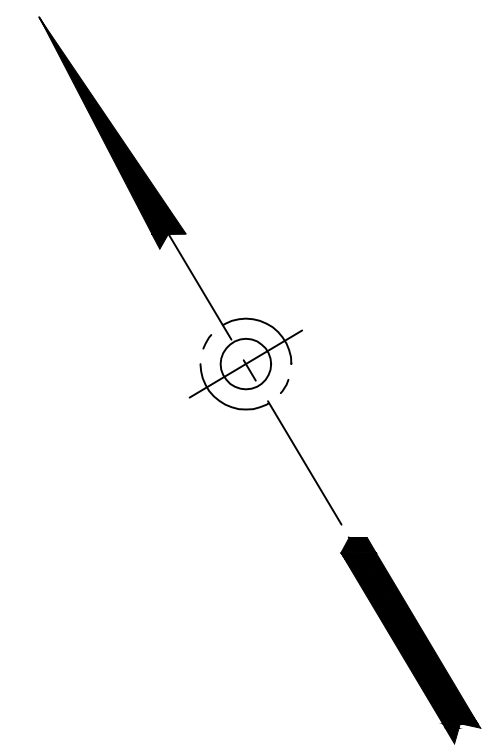
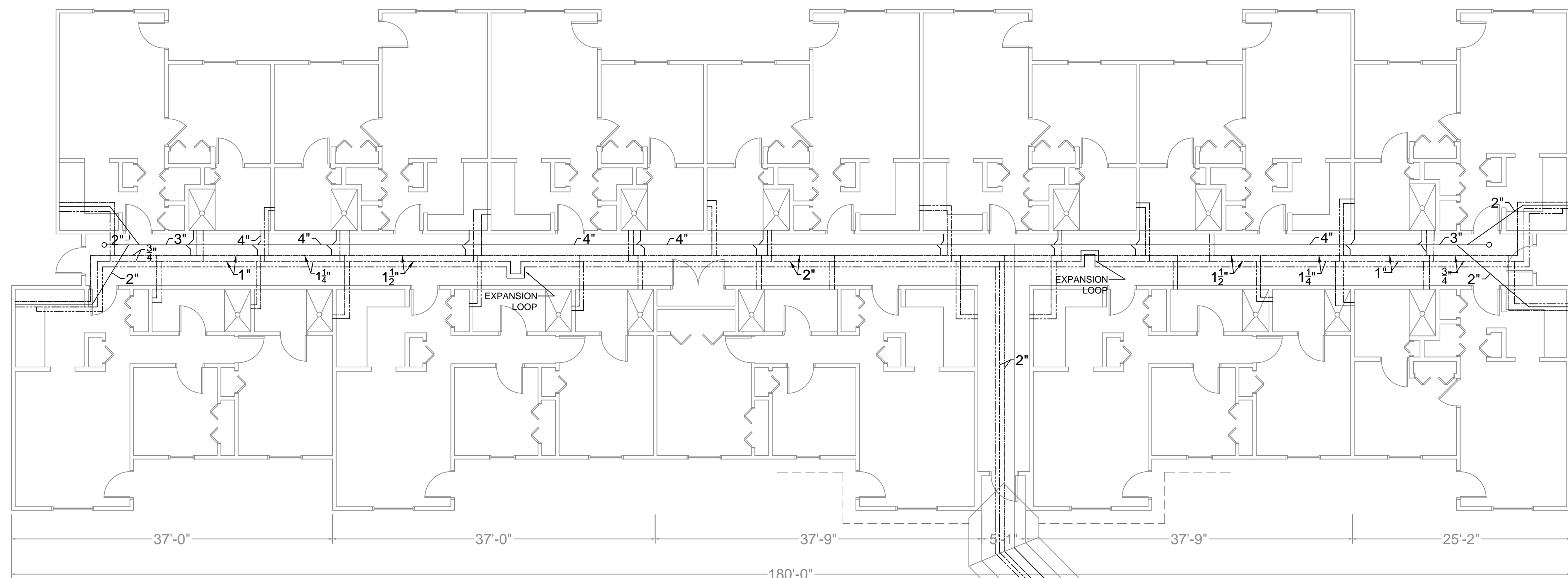
SCALE: N.T.S.

CHECKED BY: KL

SHEET NO.: 4 of 10

M-3

KIM LAW, P.E.
NJ LIC. #39011



MATCH LINE DWG. M-2

NOTES:

THIS EXISTING COPPER PIPE SYSTEM AS SHOWN IS SCHEMATIC AND SHALL BE VERIFIED IN FIELD BY CONTRACTOR FOR LOCATIONS AND SIZES. THIS SYSTEM WILL BE LEFT IN PLACE AND REMOVE ONLY IF CONFLICT WITH ANY UTILITY LINES. CONTRACTOR SHALL NOT DISTURB THE COPPER SYSTEM AND SHALL LAYOUT NEXT TO IT A DUPLICATE PEX SYSTEM TO MATCH ALL CRITICAL SIZES AT THE CRITICAL LOCATIONS. SEE DRAWINGS M-4 THROUGH M-6 FOR FURTHER INSTRUCTIONS.

STAGING REQUIREMENTS:

EXCEPT FOR SHORT DURATION SHUTDOWNS SCHEDULE WITH AND PERMITTED BY THE OWNER, THE EXISTING FACILITY (PLUMBING DISTRIBUTION SYSTEM) SHALL BE MAINTAINED IN A CONTINUOUS OPERATION BY THE OWNER DURING THE ENTIRE CONSTRUCTION PERIOD. WORK SHALL BE SO SCHEDULED AND CONDUCTED BY THE CONTRACTOR SUCH THAT IT WILL NOT CREATE POTENTIAL HAZARDS TO OPERATING EQUIPMENT AND PERSONNEL. THE WORK SHOWN AND COVERED IN THE FOLLOWING PARAGRAPH MAY, IN GENERAL, BE PERFORMED AT ANY TIME DURING THE CONTRACT PERIOD, AND SUBJECT TO THE OPERATING REQUIREMENTS OUTLINED ON THE DRAWINGS AND IN THE SPECIFICATIONS.

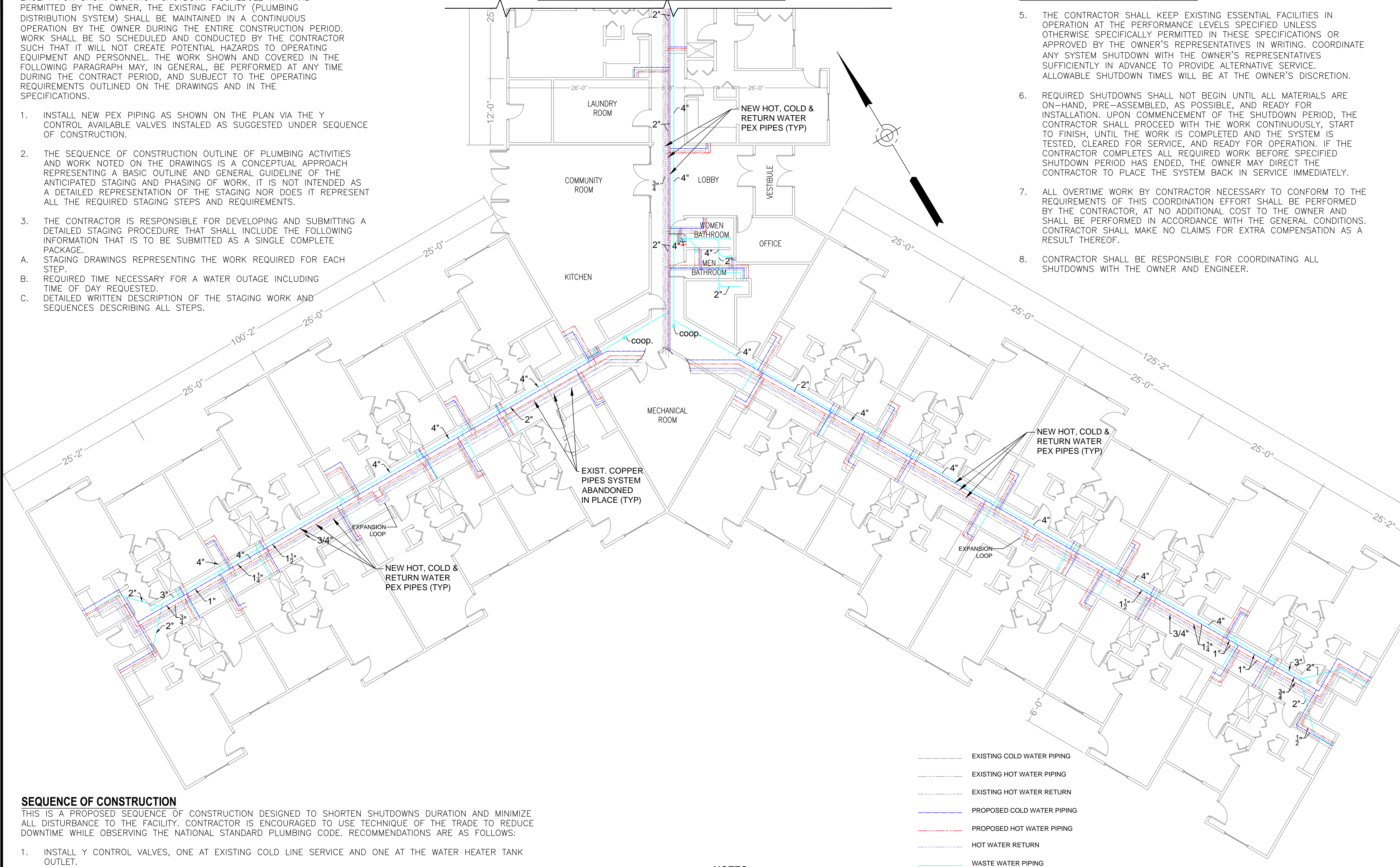
1. INSTALL NEW PEX PIPING AS SHOWN ON THE PLAN VIA THE Y CONTROL AVAILABLE VALVES INSTALED AS SUGGESTED UNDER SEQUENCE OF CONSTRUCTION.
2. THE SEQUENCE OF CONSTRUCTION OUTLINE OF PLUMBING ACTIVITIES AND WORK NOTED ON THE DRAWINGS IS A CONCEPTUAL APPROACH REPRESENTING A BASIC OUTLINE AND GENERAL GUIDELINE OF THE ANTICIPATED STAGING AND PHASING OF WORK. IT IS NOT INTENDED AS A DETAILED REPRESENTATION OF THE STAGING NOR DOES IT REPRESENT ALL THE REQUIRED STAGING STEPS AND REQUIREMENTS.
3. THE CONTRACTOR IS RESPONSIBLE FOR DEVELOPING AND SUBMITTING A DETAILED STAGING PROCEDURE THAT SHALL INCLUDE THE FOLLOWING INFORMATION THAT IS TO BE SUBMITTED AS A SINGLE COMPLETE PACKAGE.
 - A. STAGING DRAWINGS REPRESENTING THE WORK REQUIRED FOR EACH STEP.
 - B. REQUIRED TIME NECESSARY FOR A WATER OUTAGE INCLUDING TIME OF DAY REQUESTED.
 - C. DETAILED WRITTEN DESCRIPTION OF THE STAGING WORK AND SEQUENCES DESCRIBING ALL STEPS.

SEQUENCE OF CONSTRUCTION

THIS IS A PROPOSED SEQUENCE OF CONSTRUCTION DESIGNED TO SHORTEN SHUTDOWNS DURATION AND MINIMIZE ALL DISTURBANCE TO THE FACILITY. CONTRACTOR IS ENCOURAGED TO USE TECHNIQUE OF THE TRADE TO REDUCE DOWNTIME WHILE OBSERVING THE NATIONAL STANDARD PLUMBING CODE. RECOMMENDATIONS ARE AS FOLLOWS:

1. INSTALL Y CONTROL VALVES, ONE AT EXISTING COLD LINE SERVICE AND ONE AT THE WATER HEATER TANK OUTLET.
2. RECONNECT AND RESUME EXISTING HOT AND COLD LINES SERVICE.
3. INSTALL NEW PEX SYSTEM ENTERIALLY, WITH SECONDARY SERVICE SHUTOFF VALVES INSTALLED IN THE ATTIC SPACE AT EACH DISTRIBUTION LOCATION WITH TAGS CLEARLY IDENTIFYING EACH UNIT (APARTMENT #, LAUNDRY ROOM, RESTROOM, ETC.).
4. EACH SERVICE LOCATION CAN NOW BE UPGRADED SEPARATELY LATER WITHOUT DISTURBING THE REST OF THE COMPLEX, PROVIDING NEW 1/2" PEX EXTENTION AND NEW STOP VALVES WITH BALL VALVE SPECIFICATIONS. SEE DWG. M-6 FOR DETAILS.
3. THE EXISTING COPPER PIPE SYSTEM SHALL BE DRAINED CAPPED AND LEFT IN PLACE UNDISTURBED.

MATCH LINE DWG. M-5



- EXISTING COLD WATER PIPING
- EXISTING HOT WATER PIPING
- EXISTING HOT WATER RETURN
- PROPOSED COLD WATER PIPING
- PROPOSED HOT WATER PIPING
- HOT WATER RETURN
- WASTE WATER PIPING

NOTES:

1. PLUMBING CONTRACTOR TO REPLACE ALL DOMESTIC COPPER WATER PIPES IN MECHANICAL ROOM, REGARDLESS OF SIZE AND FUNCTION. CONTRACTOR MUST COORDINATE WITH OWNER TO MANAGE SHORTAGE OF SERVICE.
2. ANY DAMAGE TO ANY EXISTING SERVICE EQUIPMENT TO REMAIN SHALL BE RESTORED AT NO ADDITIONAL COST AND TO SATISFACTION OF THE OWNER.
3. EACH LOCATION (APARTMENTS, LAUNDRY ROOM, ETC) SHALL BE WORKED ON AND RESTORED TO THEIR ORIGINAL STATE BY MATCHING CEILING OR WALL FINISH.
4. REFER TO DRAWINGS M-6, M-7 AND S-1 FOR ADDITIONAL DETAILS OF CONSTRUCTION.

STAGING REQUIREMENTS: (CONT'D)

5. THE CONTRACTOR SHALL KEEP EXISTING ESSENTIAL FACILITIES IN OPERATION AT THE PERFORMANCE LEVELS SPECIFIED UNLESS OTHERWISE SPECIFICALLY PERMITTED IN THESE SPECIFICATIONS OR APPROVED BY THE OWNER'S REPRESENTATIVES IN WRITING. COORDINATE ANY SYSTEM SHUTDOWN WITH THE OWNER'S REPRESENTATIVES SUFFICIENTLY IN ADVANCE TO PROVIDE ALTERNATIVE SERVICE. ALLOWABLE SHUTDOWN TIMES WILL BE AT THE OWNER'S DISCRETION.
6. REQUIRED SHUTDOWNS SHALL NOT BEGIN UNTIL ALL MATERIALS ARE ON-HAND, PRE-ASSEMBLED, AS POSSIBLE, AND READY FOR INSTALLATION. UPON COMMENCEMENT OF THE SHUTDOWN PERIOD, THE CONTRACTOR SHALL PROCEED WITH THE WORK CONTINUOUSLY, START TO FINISH, UNTIL THE WORK IS COMPLETED AND THE SYSTEM IS TESTED, CLEARED FOR SERVICE, AND READY FOR OPERATION. IF THE CONTRACTOR COMPLETES ALL REQUIRED WORK BEFORE SPECIFIED SHUTDOWN PERIOD HAS ENDED, THE OWNER MAY DIRECT THE CONTRACTOR TO PLACE THE SYSTEM BACK IN SERVICE IMMEDIATELY.
7. ALL OVERTIME WORK BY CONTRACTOR NECESSARY TO CONFORM TO THE REQUIREMENTS OF THIS COORDINATION EFFORT SHALL BE PERFORMED BY THE CONTRACTOR, AT NO ADDITIONAL COST TO THE OWNER AND SHALL BE PERFORMED IN ACCORDANCE WITH THE GENERAL CONDITIONS. CONTRACTOR SHALL MAKE NO CLAIMS FOR EXTRA COMPENSATION AS A RESULT THEREOF.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL SHUTDOWNS WITH THE OWNER AND ENGINEER.



DANIEL ORTEGA
Board of Commissioner
ChairMAN

LYNN BARTLETT
Executive Director

PETER CAMINITI, Sr.
Vice-Chairman

ANGELO D'ARMINIO Jr.
JUNIOR HERNANDEZ
DANIELLE PETERSON
HARRY SOHMER
Commissioners

HOUSING AUTHORITY OF BERGEN COUNTY
PARK RIDGE, NEW JERSEY 07656

PROJECT:

LEHMANN GARDENS
COPPER PIPING REPLACEMENT
12-14 SULAK LANE
PARK RIDGE, NEW JERSEY 07656



LSEA CORPORATION
150 RIVER ROAD, BLDG. E, SUITE E2, MONTVILLE, NJ 07045

REV.: DATE: REMARKS:

REV.	DATE	REMARKS

NEW PEX PIPE LAYOUT & SIZES PLATE 1 OF 2

PROJECT NO.:	2021-21
DATE:	4-15-2021
SCALE:	N.T.S.
CHECKED BY:	KL

SHEET NO.: 5 of 10

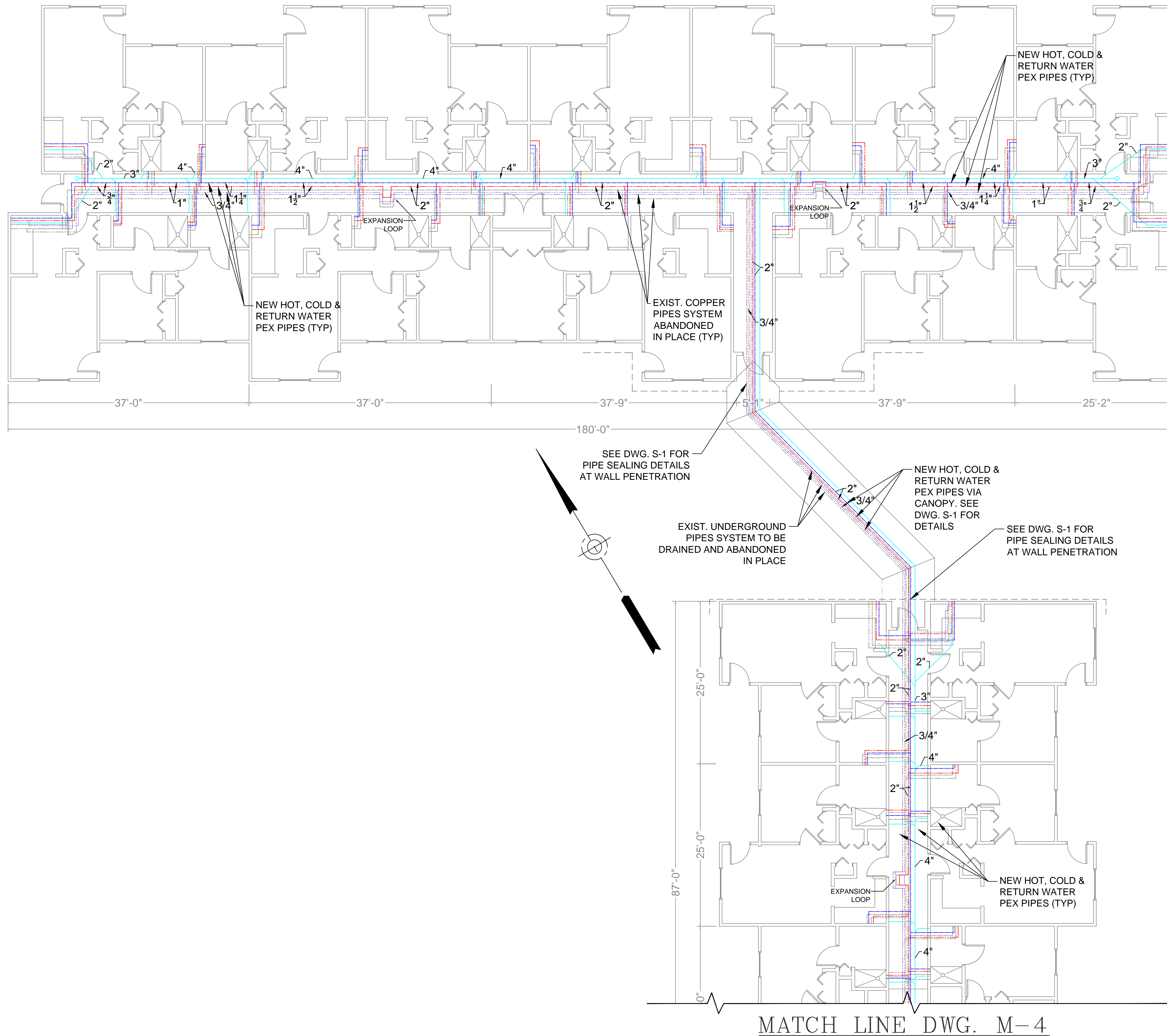
M-4

NOTES:

1. EACH LOCATION (APARTMENTS, LAUNDRY ROOM, ETC) SHALL BE WORKED ON AND RESTORED TO THEIR ORIGINAL STATE BY MATCHING CEILING OR WALL FINISH.
2. REFER TO DRAWING S-1 FOR PIPING CANOPY CROSS OVER DETAILS.
3. REFER TO DRAWINGS M-4 FOR STAGING REQUIREMENTS, SEQUENCE OF CONSTRUCTION, M-6, M-7 AND S-1 FOR ADDITIONAL DETAILS OF CONSTRUCTION.

GENERAL PLUMBING SITE NOTES:

1. ALL EXISTING SITE INFORMATION IS AS PER "AS BUILT" DRAWINGS BY THE BECKER BENDIXEN MURPHY & ASSOCIATES ARCHITECTS, PLANNERS, DATED 10/25/82 AND BY LAN ASSOCIATES INC., ENGINEERING, PLANNING, ARCHITECTURE, SURVEYING DATED 7/9/2012. COPIES OF THESE DRAWINGS CAN BE PROVIDED TO THE CONTRACTOR UPON REQUEST AFTER AWARD OF THE JOB.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE SITE AND FAMILIARIZING HIMSELF, WITH EXISTING SITE CONDITION PRIOR TO BIDDING. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL DIMENSIONS.
3. ALL WORK SHALL COMPLY WITH THE RULES AND REGULATIONS OF ALL GOVERNMENTAL AGENCIES HAVING JURISDICTION.
4. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL SAFE WORKING CONDITIONS AND SHALL OBSERVE ALL SAFETY REQUIREMENTS ESTABLISHED BY JURISDICTIONAL AGENCIES AND THE OWNER. WHERE CONFLICTS EXIST THE MORE STRINGENT REQUIREMENTS SHALL APPLY. CARE SHALL BE EXERCISED TO AVOID ENDANGERING PERSONNEL AND STRUCTURES.
5. CONTRACTOR SHALL FURNISH ALL EQUIPMENT AND PERSONNEL THAT MAY BE REQUIRED TO PERFORM THE WORK INDICATED IN A SAFE, ORDERLY AND PROFESSIONAL MANNER.
6. CONTRACTOR SHALL IDENTIFY THE PRESENCE AND LOCATION OF ALL UNDERGROUND EQUIPMENT AND UTILITIES, I.E., ELECTRIC POWER, WATER, GAS, SANITARY DRAIN LINES, STORM DRAIN LINES, ETC., WHETHER EXISTING OR INSTALLED BY OTHER TRADES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO AVOID INTERFERENCE WITH ANY SUCH SYSTEM.
7. THE UTILITY LOCATIONS SHOWN ON THE DRAWINGS ARE TAKEN FROM THE BEST AVAILABLE INFORMATION. ACTUAL LOCATIONS OF ALL UNDERGROUND UTILITIES SHALL BE THE RESPONSIBILITY OF THE PLUMBING CONTRACTOR. THE PLUMBING CONTRACTOR WITH THE COOPERATION OF THE PUBLIC UTILITIES, SHALL LOCATE AND MARK OUT ANY UTILITY WITHIN TWENTY (20') OF PROPOSED EXCAVATION IF ANY.
8. CONTRACTOR SHALL PROVIDE ALL DISCONNECTING AND CAPPING REQUIRED FOR ALL NEW WORK, I.E., FILL, COMPACTION, SURFACE, FIRE RATING AND PREVENTION ETC. TO MEET ALL APPLICABLE REQUIREMENTS IDENTIFIED IN THE SPECIFICATIONS.
9. ALL BENDS SHALL BE MADE WITH RESPECT TO PEX TUBING GUIDELINES SPECIFICATIONS.
10. CONTRACTOR SHALL REPAIR AT NO ADDITIONAL COST TO THE OWNER, ANY AND ALL DAMAGE CAUSED DURING OR RESULTING FROM THE CONTRACTOR ACTIVITIES.
11. ALL WORK SHALL BE SCHEDULED IN COMPLIANCE WITH THE OWNER'S REQUIREMENTS FOR THE USE OF THE EXISTING FACILITY.
12. UPON COMPLETION OF THE WORK, ALL EXCESS MATERIAL, DEBRIS, ETC., SHALL BE REMOVED AND THE WORK AREA SHALL BE LEFT CLEAN TO THE OWNER'S SATISFACTION.
13. CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH ANY AND ALL PERMITS ASSOCIATED WITH THIS WORK. THE CONTRACTOR SHALL COORDINATE AND ASSIST THE ENGINEER AND AUTHORIZING AGENCIES IN PERFORMING INSPECTIONS AS REQUIRED.



DANIEL ORTEGA
Board of Commissioner
ChairMAN

LYNN BARTLETT
Executive Director

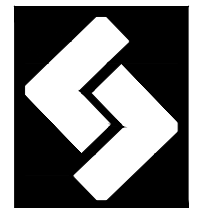
PETER CAMINITI, Sr.
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ANGELO D'ARMINIO Jr.
JUNIOR HERNANDEZ
DANIELLE PETERSON
HARRY SOHMER
Commissioners

HOUSING AUTHORITY OF BERGEN COUNTY
PARK RIDGE, NEW JERSEY 07656

PROJECT:

LEHMANN GARDENS
COPPER PIPING REPLACEMENT
12-14 SULAK LANE
PARK RIDGE, NEW JERSEY 07656



LSEA CORPORATION
150 RIVER ROAD, BLDG. E, SUITE E2, MONTVILLE, NJ 07045

REV.: DATE: REMARKS:

DRAWING: NEW PEX PIPE LAYOUT & SIZES PLATE 2 OF 2

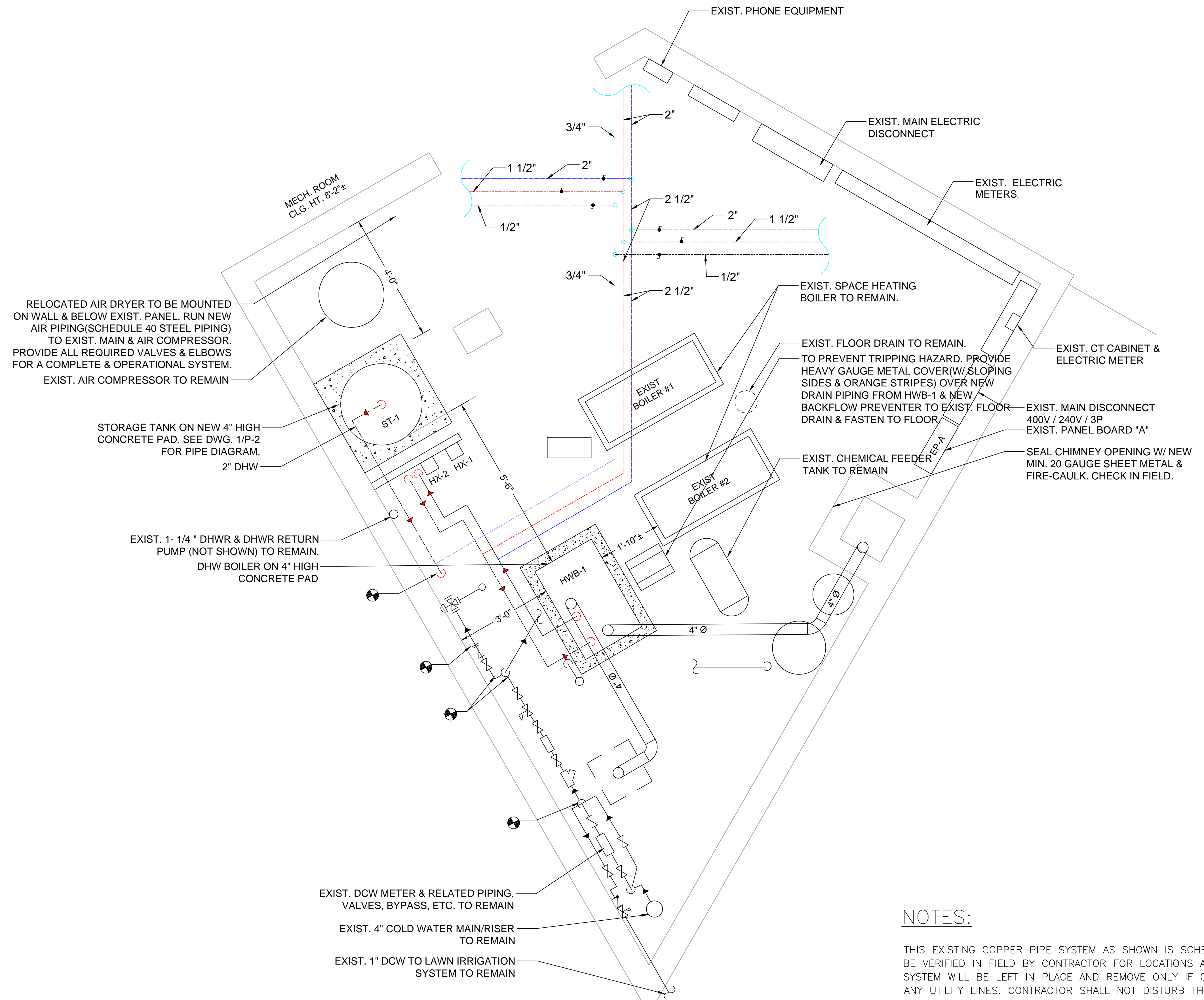
PROJECT NO.: 2021-21
DATE: 4-15-2021
SCALE: N.T.S.
CHECKED BY: KL

SHEET NO.: 6 of 10

M-5

KIM LAW, P.E.
NJ LIC. #39011

MATCH LINE DWG. M-3



NOTES:

THIS EXISTING COPPER PIPE SYSTEM AS SHOWN IS SCHEMATIC AND SHALL BE VERIFIED IN FIELD BY CONTRACTOR FOR LOCATIONS AND SIZES. THIS SYSTEM WILL BE LEFT IN PLACE AND REMOVE ONLY IF CONFLICT WITH ANY UTILITY LINES. CONTRACTOR SHALL NOT DISTURB THE COPPER SYSTEM AND SHALL LAYOUT NEXT TO IT A DUPLICATE PEX SYSTEM TO MATCH ALL CRITICAL SIZES AT THE CRITICAL LOCATIONS. SEE DRAWINGS M-4 THROUGH M-6 FOR FURTHER INSTRUCTIONS.

DANIEL ORTEGA
Board of Commissioner
ChairMAN

LYNN BARTLETT
Executive Director

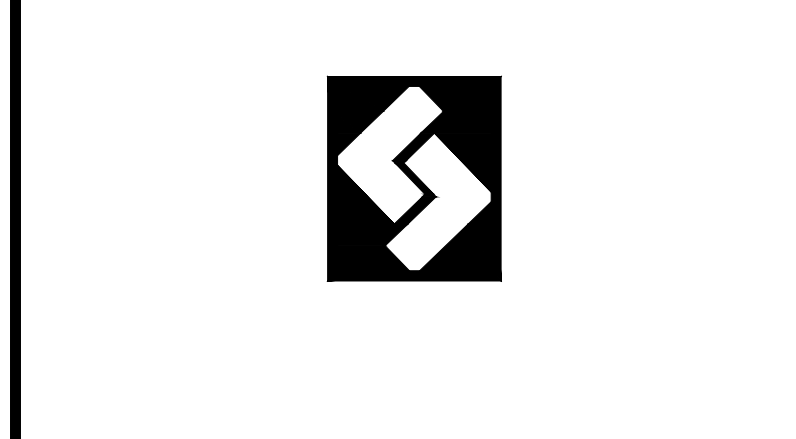
PETER CAMINITI, Sr.
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HOUSING AUTHORITY OF BERGEN COUNTY
PARK RIDGE, NEW JERSEY 07656

PROJECT:

LEHMANN GARDENS
COPPER PIPING REPLACEMENT
12-14 SULAK LANE
PARK RIDGE, NEW JERSEY 07656



LSEA CORPORATION
150 RIVER ROAD, BLDG. E, SUITE E2, MONTVILLE, NJ 07045

REV.:	DATE:	REMARKS:

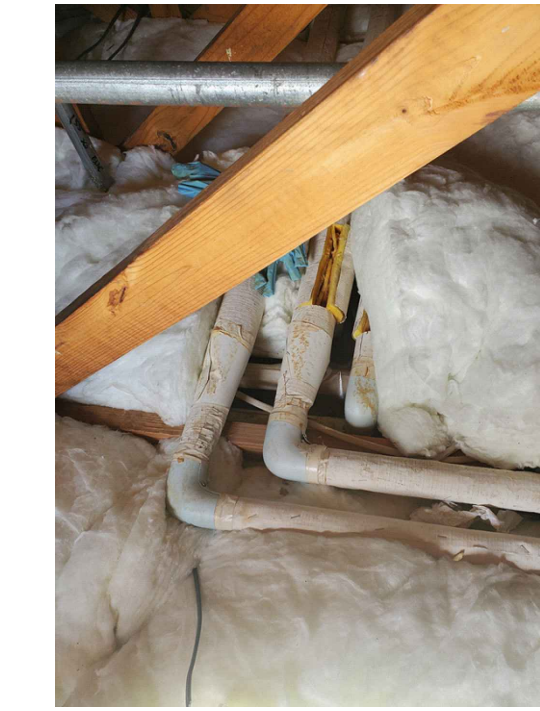
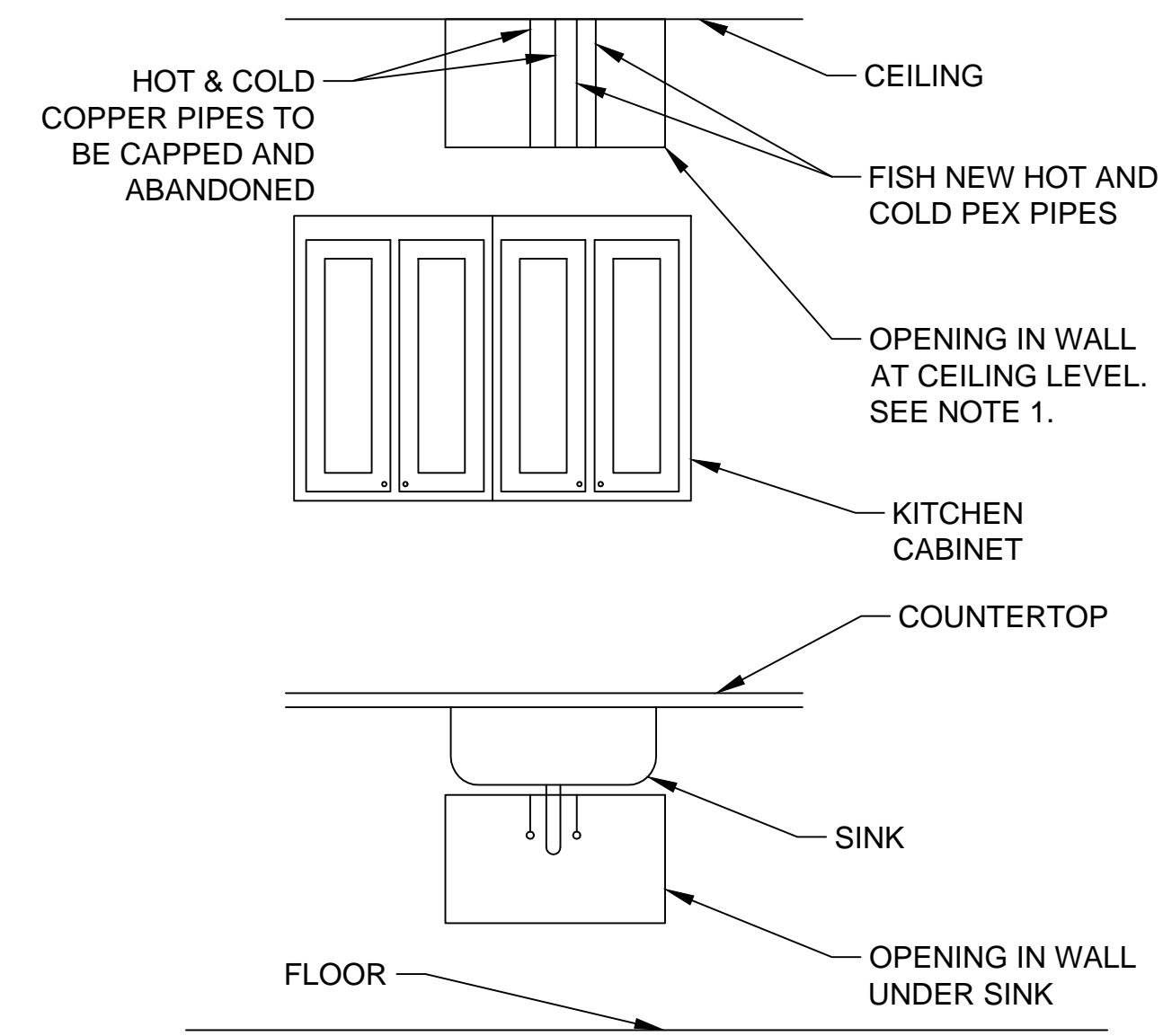
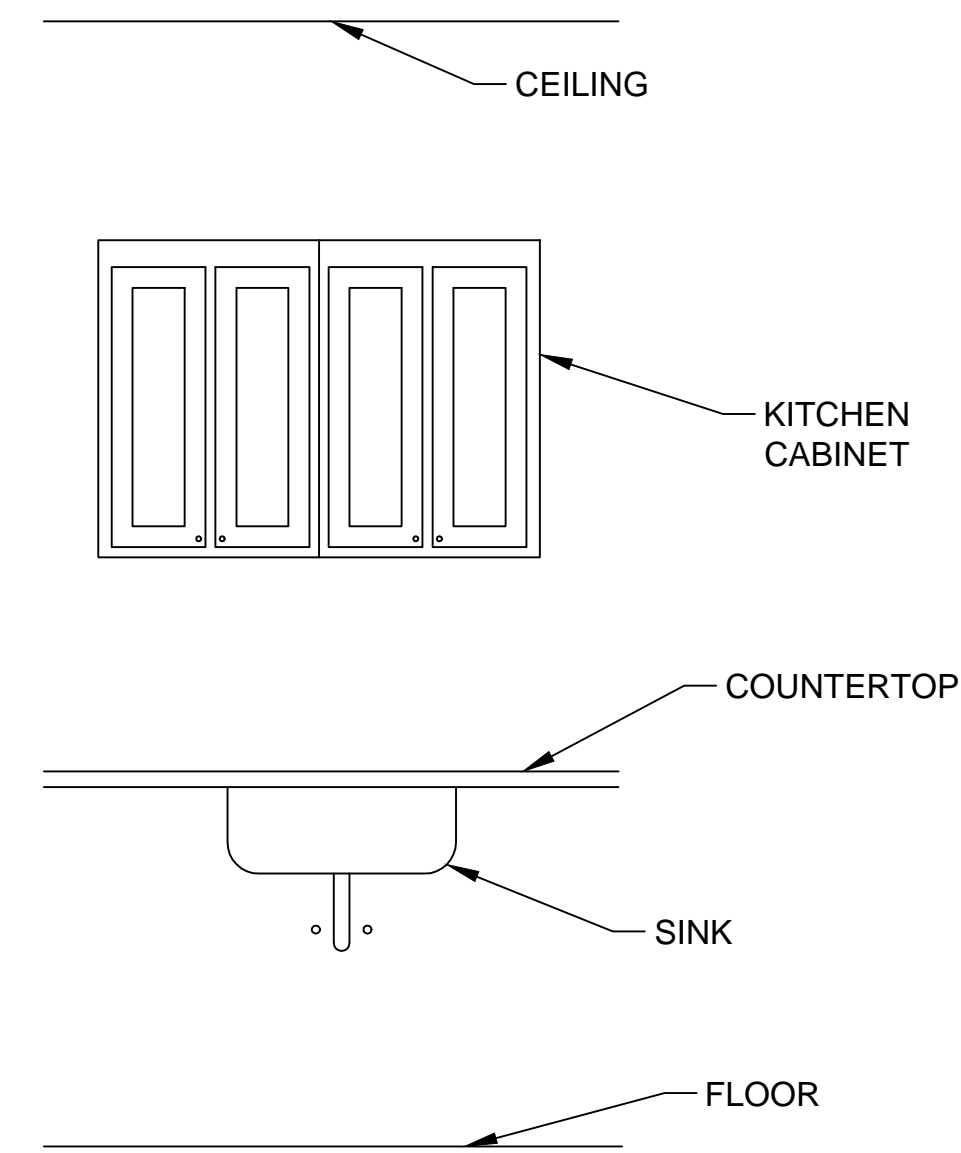
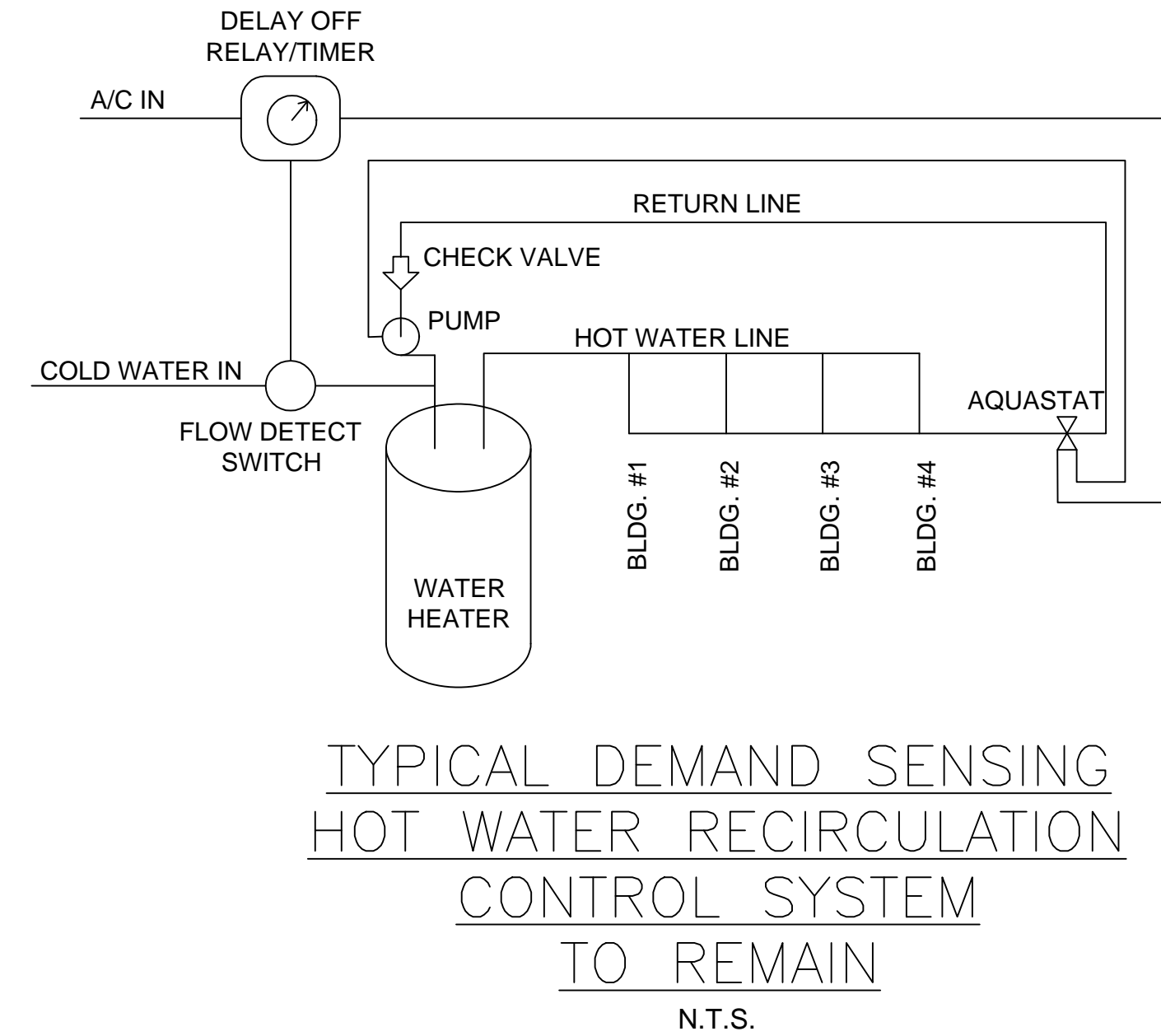
DRAWING: **MECHANICAL ROOM**

PROJECT NO.:	2021-21
DATE:	4-15-2021
SCALE:	N.T.S.
CHECKED BY:	KL

SHEET NO.: 7 of 10

M-6

KIM LAW, P.E.
NJ LIC. #39011



**TYPICAL EXISTING COPPER
PIPE LAYOUT IN ATTIC**
N.T.S.

CONSTRUCTION NOTES:

1. ALL EXISTING DOMESTIC WATER COPPER PIPES IN MECHANICAL ROOM TO BE REPLACED WITH PEX PIPES CONFORMING TO ASTM F877.
2. CONTRACTOR TO NOTE THAT NOT ALL EXISTING PIPING IN MECHANICAL ROOM HAS BEEN SHOWN ON DRAWINGS. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY LOCATIONS AND SIZES IN FIELD.
3. SIZES OF EXISTING DOMESTIC WATER PIPING (DCW, DHW, DHWR) SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY IN FIELD. NEW PIPE SIZES SHALL MATCH EXISTING. CHECK IN FIELD.
4. PROVIDE NEW PIPE INSULATION W/ ALL SERVICE JACKETS FOR ALL NEW PIPING IN MECHANICAL ROOM. REFER TO SPECS FOR INSULATION THICKNESS. PROVIDE IDENTIFICATION LABELS & ARROWS FOR ALL NEW AND EXISTING PIPING IN MECHANICAL ROOM.
5. CONTRACTOR TO NOTE THAT THE MECHANICAL ROOM IS TIGHT. THERE ARE EXISTING HEATING SYSTEM, DOMESTIC WATER PIPING AND CONDUITS THROUGHOUT THE MECHANICAL ROOM. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL, RELOCATION AND RE-INSTALLATION OF ALL EXISTING PIPING. PROVIDE ALL REQUIRED PIPE ELBOWS AND FITTINGS, ETC.
6. PERFORM HYDROSTATIC TEST ON ALL NEW INSTALLED PIPING AT NO LESS THAN 1.5 TIMES THE WORKING PRESSURE FOR A MINIMUM OF TWO (2) HOURS. EXAMINE ALL PIPING JOINTS AND CONNECTIONS FOR LEAKAGE. ELIMINATE LEAKAGE, IF ANY.

NOTES:

1. EACH LOCATION (APARTMENTS, LAUNDRY ROOM, ETC) SHALL BE WORKED ON AND RESTORED TO THEIR ORIGINAL STATE BY MATCHING CEILING OR WALL FINISH.
2. REFER TO DRAWING S-1 FOR PIPING CANOPY CROSS OVER DETAILS.
3. REFER TO DRAWINGS M-4 FOR STAGING REQUIREMENTS, SEQUENCE OF CONSTRUCTION, M-7 AND S-1 FOR ADDITIONAL DETAILS OF CONSTRUCTION.



DANIEL ORTEGA
Board of Commissioner
ChairMAN

LYNN BARTLETT
Executive Director

PETER CAMINITI, Sr.
Vice-Chairman

ANGELO D'ARMINIO Jr.
JUNIOR HERNANDEZ
DANIELLE PETERSON
HARRY SOHMER
Commissioners

HOUSING AUTHORITY OF BERGEN COUNTY
PARK RIDGE, NEW JERSEY 07656

PROJECT:

LEHMANN GARDENS
COPPER PIPING REPLACEMENT
12-14 SULAK LANE
PARK RIDGE, NEW JERSEY 07656



LSEA CORPORATION
150 RIVER ROAD, BLDG. E, SUITE E2, MONTVILLE, NJ 07045

REV.:	DATE:	REMARKS:

**DRAWING: INSTALLATION
DETAILS**

PROJECT NO.:	2021-21
DATE:	4-15-2021
SCALE:	N.T.S.
CHECKED BY:	KL

SHEET NO.: 8 of 10

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M-7

PEX Tubing Guidelines



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Maximum Recommended Loop Length

Diameter	Loop Length
5/16"	250'
3/8"	240'
1/2"	300'
5/8"	330'
3/4"	400'

Note: Based on a 10° Delta T

Maximum Bend Radius

Diameter	Bend Radius
3/8" Nominal Tube Size	3.0"
1/2" Nominal Tube Size	3.75"
5/8" Nominal Tube Size	4.5"
3/4" Nominal Tube Size	5.25"
1" Nominal Tube Size	6.75"

Technical Data

Service Pipe:	Crosslinked polyethylene PEX-a Engel method pipe encased in polyethylene-foam insulation; PEX 5106
Insulation:	Polyethylene foam
Thermal Conductivity:	0.25 Btu.in/sq.ft.h.degF
Operating Condition Limits (hydrostatic ratings):	200°F (93°C) at 80 psi (551 kPa) 180°F (82°C) at 100 psi (689 kPa) 73.4°F (23°C) at 160 psi (1,103 kPa) 1/2"-2" Uponor AquaPEX® White only: 120°F (49°C) at 130 psi (896 kPa)
Linear Expansion Rate:	1.10"/10°F/100' (27.94mm/5.56°C/30.48m)

Product Information and Application Use

Pre-insulated Uponor AquaPEX® (ASHRAE 90.1-2013) features flexible PEX pipe encased in polyethylene-foam insulation to insulate potable-water lines and meet ASHRAE 90.1-2013 energy-code requirements. The product is approved for use in hot and cold domestic potable water systems, residential fire safety and hydronic heating and cooling systems containing no ferrous compatible components or where ferrous components are isolated from the piping. The product is also approved for direct burial in soil provided it is not exposed to groundwater. Uponor recommends adding 1/2" of insulation to accommodate for foam compression in direct-burial applications.



GPM Chart for Copper & PEX Pipe

Tubing Size/Type	Minimum Flow Rate ¹ (gpm)	Maximum Flow Rate ² (gpm)
3/8" Copper	1.0	2.0
1/2" Copper	1.6	3.2
3/4" Copper	3.2	6.5
1" Copper	5.5	10.9
1.25" Copper	8.2	16.3
1.5" Copper	11.4	22.9
2" Copper	19.8	39.6
2.5" Copper	30.5	61.1
3" Copper	43.6	87.1
3/8" PEX	0.6	1.3
1/2" PEX	1.2	2.3
5/8" PEX	1.7	3.3
3/4" PEX	2.3	4.6
1" PEX	3.8	7.5
1.25" PEX	5.6	11.2
1.5" PEX	7.8	15.6
2" PEX	13.4	26.8
3/8" PEX-AL-PEX	0.6	1.2
1/2" PEX-AL-PEX	1.2	2.5
5/8" PEX-AL-PEX	2.0	4.0
3/4" PEX-AL-PEX	3.2	6.4
1" PEX-AL-PEX	5.2	10.4

¹ BASED ON 2 FT/SEC
² BASED ON 4 FT/SEC

Pipe Sizing Guide

Tubing	BTU/H	GPM	Pipe Size (In.)
Copper	10K - 20K	2 - 4	1/4"
	20K - 45K	4 - 9	1"
	30K - 80K	6 - 16	1 1/4"
	50K - 105K	10 - 21	1 1/2"
	100K - 225K	20 - 45	2"
Multi-Layer Composite (MLC)	10K - 20K	2 - 4	3/4"
	20K - 45K	4 - 8	1"
PEX (Wirsho he, PEX™ & Uponor)	2.5K - 10K	0.5 - 2	1/2"
	5K - 15K	1 - 3	3/4"
	15K - 25K	3 - 5	1"
	20K - 45K	4 - 9	1 1/4"
High Density Polyethylene (HDPE)	30K - 70K	6 - 14	1 1/2"
	75K - 205 K	15 - 41	2"
	150K - 575K	30 - 115	3"
	250K - 1,125K	50 - 225	4"

Description	Part Number	O.D.	Heat Loss (at 70° Delta T)	R-Value	Coil Size (O.D. x Width)	Weight (lb./coil)
<input type="checkbox"/> 1/2" Pre-insulated Uponor AquaPEX with 1" insulation, 100-ft.	F6150500	2.59"	6.3 BTU/hr/ft	7.5	45" x 9"	11.0 lbs.
<input type="checkbox"/> 3/4" Pre-insulated Uponor AquaPEX with 1" insulation, 100-ft.	F6150750	3.08"	7.1 BTU/hr/ft	7.9	43" x 13.5"	22.0 lbs.
<input type="checkbox"/> 1" Pre-insulated AquaPEX with 1" insulation, 100-ft. coil	F6151000	3.09"	8.8 BTU/hr/ft	6.4	45" x 13.5"	30.2 lbs.
<input type="checkbox"/> 1 1/4" Pre-insulated AquaPEX with 1" insulation, 100-ft. coil	F6151250	3.34"	10.0 BTU/hr/ft	6.1	52" x 9"	39.2 lbs.
<input type="checkbox"/> 1 1/2" Pre-insulated AquaPEX with 1 1/2" insulation, 75-ft. coil	F6161500	4.93"	7.0 BTU/hr/ft	11.2	54" x 13.5"	49.5 lbs.
<input type="checkbox"/> 2" Pre-insulated AquaPEX with 1 1/2" insulation, 75-ft. coil	F6162000	5.27"	8.6 BTU/hr/ft	9.9	58" x 13.5"	74.3 lbs.

Installation

Approved fitting system is ProPEX®. Refer to the Uponor AquaPEX Professional Plumbing Installation Guide, AquaSAFE™ Residential Fire Sprinkler Installation Guide or Uponor Radiant Installation Handbook for additional information.

Listings²

cNSFus-fs³; cNSFus-pw; cQAIus⁵; UL; CSA; WH⁶; ETL⁵; PPI TR-4; ICC-ES; IAPMO; BMEC; CCMC

Codes

ICC; IPC; IMC; IRC; UPC; UMC; NSPC; HUD; UFGS; NPC of Canada; NBC of Canada

Standards

ANSI/NSF 14; ANSI/NSF 61; ASTM F876; ASTM F877; ASTM F1960; ASTM F2023; ASTM E119/UL 263; CAN/ULC S101; ASTM E814/ULC S115; AWWA C904⁴; CSA B137.5; CSA B214; UL 1821⁵; ULC/ORD-C199P³

Related Applications

Uponor Plumbing Systems
AquaSAFE Fire Safety Systems
Radiant Heating and Cooling Systems
Hydronic Piping Systems

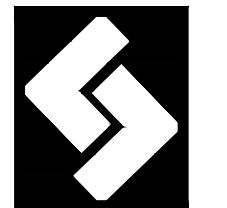
Contact Information

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¹ProPEX® is a registered trademark of Uponor, Inc. ProPEX™ is a trademark of Uponor Ltd.; ²Visit listing agency's website for complete information; ³For 1/2", 3/4", 1", 1 1/4", 1 1/2" and 2" pipe only; ⁴For 3/4" pipe and larger; ⁵See listings/standards for un-insulated Uponor AquaPEX.

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REV.: DATE: REMARKS:

PEX PIPE SPECIFICATIONS

PROJECT NO.: 2021-21
DATE: 4-15-2021
SCALE: N.T.S.
CHECKED BY: KL

SHEET NO.: 9 of 10

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