

Housing Authority of the City of Passaic

Invitation to Bid for Boiler Service, Maintenance, and Repair

January 3, 2024

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INVITATION TO BID

The Housing Authority of the City of Passaic (hereinafter called the Authority) will receive sealed bids for **Boiler Maintenance and Repair Service on Demand as Needed, for a Period of Two (2) Years for five (5) Housing Authority Properties.**

The Bid Opening will be held at **11:00 AM (prevailing time) on Wednesday, January 3, 2024**, in the Conference Room of the Administrative Offices of the Authority, 52 Aspen Place, Passaic, New Jersey. **NO LATE BIDS WILL BE ACCEPTED.**

A Voluntary Pre-Bid Conference will be held on **Wednesday, December 27, 2023, at 11:00 AM** in the Conference Room of the Administrative Offices of the Authority. The purpose of this meeting is for all interested parties to familiarize themselves with the facilities to be serviced so that a more accurate bid proposal may be submitted **The Authority strongly recommends your attendance.**

Bidding documents, including specifications, may be obtained on the Authority's website www.passaichousing.org "Home Page" or by clicking the "Procurement" tab. You may request an electronic bid packet via e-mail at nthompson@passaichousing.org

The Authority will only accept original and originally executed bidding documents (including but not limited to the Bid; Affidavits; Qualification Questionnaire; Statement of Ownership; Statement of Compliance; Bid Bond; Consent of Surety; Certificate as to Corporate Principal; HUD Directive; and Affirmative Action). Photocopies and/or telefax copies of such documents will not be accepted in lieu of originals.

Bidders must be authorized to do business in New Jersey. Any Bidder which is a corporation not chartered under the laws of the State of New Jersey must submit an affidavit certifying that said corporation is authorized to do business in the State of New Jersey. Bidders are required to comply with the requirements of Public Law 1975, c.127 which pertains to "Non-Discrimination" and "Affirmative Action", and Public Law 1977, c.33, which requires a Statement of Corporate Ownership. The provisions of Affirmative Action Program, (AAP) and Minority Business Enterprise (MBE) are incorporated herein. Full requirements of the programs may be obtained with the bid documents.

All bids must be enclosed in a properly sealed envelope bearing on the outside the name of the bidder, endorsed and addressed to the Passaic Housing Authority, 52 Aspen Place, Passaic, NJ 07055, Attn: Natasha Pearson and the title of the bid contained therein clearly marked **"SEALED BID-BOILER MAINTENANCE AND REPAIR SERVICES - January 3, 2024 AT 11:00 AM"** on the front.

No bid shall be withdrawn for a period of sixty (60) days subsequent to the date of the bid without the consent of the Authority.

The Authority reserves the right to reject any and all bids and to waive any informalities in bidding.

Date: December 11, 2023

By: Glenny Candelaria
Procurement Specialist
For: Ron Van Rensalier
Executive Director

Boiler Maintenance and Repair Contractor

I. INTRODUCTION

It is the intent of this Bid Request to establish a service contract with a qualified, licensed boiler maintenance and repair contractor whereby such work will be accomplished for the Housing Authority of the City of Passaic (hereinafter referred to as HACP) by the Contractor in a reliable and timely manner. The contractor shall have the capability to inspect, troubleshoot, and repair all boiler systems at four HACP locations. The contractor must have a current State Boiler Installers License and must comply with all other pertinent laws, rules and/or regulations. A list of the boilers indicating their location and type at each boiler site is included in Appendix A.

Sealed Bids will be received by mail or hand-delivered to the Housing Authority of the City of Passaic, 52 Aspen Place, Passaic New Jersey 07055 **no later than 11:00 AM on Wednesday, January 3, 2024.**

Absolutely no late arrivals will be accepted.

II. TERM OF CONTRACT

If awarded, the contract resulting from this Request shall be executed for a **period of two (2) years**, subject to the availability of funds. The HACP reserves the right to extend the contract for (2) two additional 12-month periods, providing all rates and terms remain the same and both parties are in agreement.

III. PRE-BID MEETING

A Pre-bid meeting will be scheduled on **Wednesday, December 27, 2024, at 11:00 AM**. Interested parties who wish to view the HACP's facilities shall attend this meeting. Pre-bid meetings are not mandatory but are strongly recommended.

IV. SCOPE OF SERVICES

The scope of services required by the HACP in connection with this Bid Request covers the entire spectrum of services customarily provided to governmental entities by Boiler Repair Contractors. The services provided should include, but need not necessarily be limited to the following:

The following scope of services covers all steam and hot water boilers located in HACP-owned buildings.

Services are to include the following:

- A. Maintenance of all steam and hot water boilers, burners and associated combustion controls and heating controls, including hot water tanks during the contract period.
- B. The services shall include the furnishing of all labor, transportation, equipment, material, supplies, and supervision to perform the inspections, preventative maintenance, emergency service, and repairs or replacement, as necessary, to assure the proper and continuing operation of the boiler, burner, and all associated equipment during the term of this contract; including, but not limited to, pumps, steam traps and condensate return pump(s).
- A) Locations: All buildings that are currently owned, operated or may come under the control of the HACP, as deemed necessary to be covered by this contract (See Appendix A).
- B) Summer dismantling of all boilers as required by the state boiler code. Boilers are to be prepared for inspection by the boiler inspector. This will include opening boilers as specified by the boiler inspector, washing down as necessary, and assembling for operation after approval by the boiler inspector. Boilers shall be prepared, as necessary, for operation, whereby all that will be necessary by the attendant operator is simply applying power for service. Instructions for Boiler

Cleaning:

- a. Contractor is to Open Fire Side, Wire Brush, Scrape and Vacuum.

- b. Open Water Side, Wire Brush, Scrape, Flush Out Scale and Sediment.
 - c. Open All Low Water Cut Off and Clean Out Cut Off Float Chamber.
 - d. Close Water and Fire Side after Inspection using All New Gaskets.
 - e. Close-up after Inspections
 - f. Clean and Adjust Gas Burners and Fire Boiler After Inspection.
 - g. Burners to be adjusted to provide maximum combustion efficiency and a written report (for each boiler) submitted on percentages for efficiency and products of combustions (excess air, ash, CO, CO₂, N₂, S, etc.)
- C) Chemicals: Chemicals necessary for boiler and related system treatment are anticipated to be serviced by a separate chemical service provider (separate from this contract). If added service is needed at these locations it will be on a time and materials basis.
- D) A pre-season preventative maintenance service calls for all sites to be documented and given to the Asset Property Managers upon completion.
- E) Formal service reports and log data will be provided for each location and shall be dated and signed by the service person.
- F) **Contractor is to Visit all locations once per month for maintenance service.**
The boilers will be serviced commencing in October each year and ending in April. Visits are to include all components checked, safety controls checked, efficiency checked twice per season, low-water cut-off test, feed water and/or return system pump, traps, stops, valves, check valves, blow-down, adjustment and operator instruction once per year.

All work shall be provided in a professional workmanlike manner. **While working on behalf of the HACP, all related safety codes including OSHA shall be complied with.** The firm awarded this contract must have technicians available on a 24-hour day call. The response time for emergency services, **reported by the HACP, will be within two (2) hours.** All others within four (4) hours, unless otherwise agreed to between the HACP and the Contractor.

V. WORK ORDERS/SERVICE SLIPS

All work, except for monthly services, shall be subject to authorization first. Contractor shall obtain a work order number from an authorized HACP representative before performing services. After services are rendered, Contractor shall submit a work order/service slip containing the following information:

- A.) Full description of work performed.
- B.) Name of Technician that performed the work.
- C.) Date and time that work was initiated and completed;
- D.) Total hours and labor rate including start and finish times.
- E.) Itemized list of materials used to complete the work, with applicable discount.
- F.) Work Order Number.
- G.) Signature of an authorized HACP representative to verify that the work was performed.

Payment shall be processed once the above process has been followed.

VI. EMERGENCY AND NON-ROUTINE SERVICES

Emergency Services: The contractor may be asked to perform emergency services at times other than normal working hours. The contractor shall be available within two (2) hours for such emergency work.

Before performing any work against this contract, the Contractor shall furnish, in writing, the name(s) and emergency telephone number(s) of the Contractor's representative(s) to be contacted during other than normal working hours.

Contractor shall obtain a purchase order number before performing any emergency work, unless unusual circumstances arise. Contractor shall bill hourly for emergency services.

Non-Routine Services: If, during the course of work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization from an authorized HACP representative.

The Contractor shall submit an estimate to the HACP's authorized representative in a timely manner. The Contractor's estimate will be evaluated to determine if the scope has been clearly and accurately understood, the hours have been accurately applied, the work has been properly estimated with supporting data presented and that material and equipment estimates are reasonable and properly documented. After the estimate has been reviewed, the HACP's authorized representative(s) will approve a fixed price for the work described in the estimate.

Contractor shall obtain a purchase order number before performing any non-routine services. The Contractor acknowledges that all non-routine work will be performed only after the above procedure has been accomplished.

The hourly rate provided in the Bid shall include full compensation for labor, equipment use, travel time and other costs to the Contractor. The rate is straight time for all labor, except as otherwise noted herein.

Time is of the essence in the performance of work; therefore, in the event the Contractor does not respond in a timely manner according to the response time documented on the proposal form, the HACP may, at its option, have the work completed by another Contractor. Repeated failures by the Contractor to respond may result in cancellation of the service contract.

VII. BIDDER REQUIREMENTS

1. All prospective contractors shall supply evidence of their company's capacity to perform this service and must have at least three (3) years' experience in this type of work; at least five (5) references for whom such services have been provided shall be submitted with the bid, including the number of service people employed and service vehicles at their disposal, over a twelve (12) month period.
2. Must be approvable by the U.S. Department of Housing and Urban Development to provide these services.

VIII. COMPENSATION

1. The PHA is **exempt** from manufacturer's federal excise tax and states sales tax. Tax exemption certificates will be issued to the contractor upon request.
2. All invoices must be received by the PHA within five (5) days of services rendered, with date of invoice being date work was completed, and must be accompanied by a work order and service slip or other acceptable form which clearly indicates the signature of the PHA personnel who authorized or witnessed the work and hours submitted. Invoices should denote charges for Labor and Materials separately.
3. Copies of invoices for materials purchased on behalf of the PHA must be attached to the invoice for payment, unless it is from the Contractor's inventory. The contractor shall include the percentage of mark-up on his cost for all materials (as per bid proposal form).
4. The Contractor shall be responsible for maintaining payroll records and must make such records for each repair which exceeds \$2000.00 available to the PHA with invoice.

IX. INSTRUCTIONS TO BIDDERS

In addition, to form HUD-5369-B attached herein, all bidders shall follow the following instructions:

1. All bids shall be hand delivered or mailed to:

Housing Authority of the City of Passaic
52 Aspen Place
Passaic, New Jersey 07055
ATTN: Natasha Pearson

2. All bids shall arrive in a sealed envelope clearly marked **"SEALED BID-BOILER REPAIR AND MAINTENANCE SERVICES CONTRACTOR-DO NOT OPEN BEFORE JANUARY 3, 2024 AT 11:00 AM"** on the front, together with the name and address of the company submitting the bid. Bids will be received until **11:00 AM on Wednesday, January 3, 2024**, at which time they will be publicly opened at the HACP, 52 Aspen Place, Passaic, New Jersey 07055.

1. To ensure fair consideration for all bidders, the HACP prohibits communication to or with any employee of the HACP during the submission process, except as provided in the fourth paragraph below. Additionally, the HACP prohibits communications initiated by a bidder to **any** HACP Official or employee evaluating or considering the proposals before the time an award decision has been made. Any communication between bidder and the PHA will be initiated by the appropriate HACP Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the bid. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future bid.
2. Any questions relative to interpretation of the scope of services or the bid process shall be addressed in writing to Robert Sforza, 52 Aspen Place, Passaic, New Jersey 07055, **OR** by fax at 973-365-0017 **OR** via email (preferred) to nthompson@passaichousing.org at least 10 business days prior to the bid opening.
3. Bidders are fully responsible for the timely delivery of bids. Late bids will not be accepted and will be returned to the bidder unopened. For the purpose of receiving bids, New Jersey Time, or EST shall be considered the official time. Telegraph, telephone, facsimile machine, and electronic mail bids will not be accepted under any circumstances.
4. Sealed bids forwarded to the HACP before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
5. All prices and amounts must be written in ink or machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the HACP. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
6. Each bid proposal form must give the full business address, business phone, fax, email if available, the contact person of the bidder, and be signed by an authorized representative as follows:
 - Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.

- Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
7. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.
8. Discrepancies in Bids-If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the HACP of the extended totals shall govern.
9. Indemnification- Bidder shall indemnify and hold harmless the PHA from all claims, suits or actions, and damages or costs of every name and description to which the PHA may be subjected or put by reason of injury to the person or property of another, or the property of the HACP, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.
10. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the HACP. The bidder accepts the obligation to become familiar with these specifications.
- Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the HACP no less than ten business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the HACP of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
11. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid on the acknowledgement of Addenda form attached herein. The owner's interpretations or corrections thereof shall be final.

When issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

12. Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

X. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

1. **Mandatory Affirmative Action Agreement.** No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 7:27-1 et seq. All bidders are to sign and submit the Affirmative Action Agreement included herein. The full, required regulatory text is included as Appendix A of this bid request. Failure to submit the Affirmative Action Agreement document shall result in the rejection of the bid.
2. **Stockholder Disclosure.** N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership. Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Stockholder Disclosure Certification document shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.
3. **Proof of Business Registration.** N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration before contract award. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. 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. Failure to submit a Business Registration Certificate before contract award shall result in rejection of the bid.
4. **Non-Collusion Affidavit.** The Affidavit shall be properly executed and submitted with the bid proposal. Failure to submit a non-collusion affidavit shall result in rejection of the bid.
5. **Acknowledgement of Receipt of Addendum.** The acknowledgement shall be

properly signed and submitted with the bid.

6. **Prevailing Wage Act.** Minimum Wages for Federal and Federally Assisted Construction; General Wage Determination Decisions: The PHA is federally funded, and therefore requires all contractors to pay their laborers and mechanics Davis Bacon Wage Rates. For more information please visit www.dol.gov. The applicable wage rate for this contract will be found under General Decision Number: NJ170040 06/09/2017, NJ40, which is attached. Bidders are responsible for checking for updates to the rates and shall incorporate the last Modification issued 10 days prior to the bid opening date.

BID PROPOSAL FORM
Boiler Maintenance / Repair Contractor
Page 1

The undersigned, having fully familiarized themselves with all aspects of the specifications and properties and the Invitation, hereby proposes the General Boiler Maintenance/Repair Contracting work needed at the following locations:

NJ13-1-901 Alfred Speer Village - 24 State Street, 11-45 Aspen Place, Passaic
NJ13-2-902 Vreeland Village – 200-226 6th Street, Passaic
NJ13-4A-903 Harry K. Hecht Apartments – 299 Gregory Avenue, Passaic
NJ13-4B-903 John Murphy Apartments – 14-34 East Monroe Street, Passaic

The undersigned proposes to supply the above services pursuant to the bid specification at the following costs:

YEAR 1 RATES: Hourly Rate Straight Time (7:00 am to 4:00 pm EST)

Plumber/Boilermaker: \$ _____ words _____
Welder: \$ _____ words _____
Laborer: \$ _____ words _____

CLEAN/INSPECTION RATES: Clean, Inspect and Make Ready for State/Insurance Inspection

4 Each CB 50HP Steam Boilers (Hecht/Murphy): \$ _____
Words _____

2 Each CB 125HP Hot Water Boilers (Vreeland): \$ _____
Words _____

3 Each CB 250HP Steam Boilers (Speer): \$ _____
Words _____

YEAR 2 RATES: Hourly Rate Straight Time (7:00 am to 4:00 pm EST)

Plumber/Boilermaker: \$ _____ words _____
Welder: \$ _____ words _____
Laborer: \$ _____ words _____

CLEAN/INSPECTION RATES: Clean, Inspect and Make Ready for State/Insurance Inspection

4 Each CB 50HP Steam Boilers (Hecht/Murphy): \$ _____
Words _____

2 Each CB 125HP Hot Water Boilers (Vreeland): \$ _____
Words _____

3 Each CB 250HP Steam Boilers (Speer): \$ _____
Words _____

(Amounts must be shown in both words and numbers. In case of discrepancy, the amount shown in words shall govern.)

PROPOSAL FORM
Boiler Maintenance / Repair Contractor
Page 2

Overtime (Saturdays, Sundays, M-F 4:01pm - 6:59am) shall be paid at time and a half the straight time hourly rate, and Holidays* shall be paid at two times the hourly straight rate.

MATERIALS

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

Note: Labor will be based on hourly rates unless otherwise specified. Hourly rates should include all applicable charges; the HACP does not pay travel time to and from the repair site. Also, the HACP shall not be responsible for the reimbursement of any costs not specifically set forth in the firm's proposal.

*Holidays will be forwarded upon award of contract.

COMPANY NAME: _____

Federal ID#: _____

Address: _____

Signature of Authorized Agent / Title: _____

Print or Type Name: _____ **Date:** _____

Phone Number: _____ **Fax Number:** _____

Email Address: _____

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: _____

By: _____
(Signature)

Name of above: _____
(Print)

Title: _____

Date: _____

REFERENCES

List at least 5 references. Please fill completely.

Reference #1

Company Name: _____

Contact Name/Title: _____

Phone Number/Fax Number: _____

Reference #2

Company Name: _____

Contact Name/Title: _____

Phone Number/Fax Number: _____

Reference #3

Company Name: _____

Contact Name/Title: _____

Phone Number/Fax Number: _____

Housing Authority of the City of Passaic

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda were received:**

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

APPENDIX A

The Housing Authority of the City of Passaic consists of 6 projects, a total of 699 units, located throughout Passaic, New Jersey. These projects include:

PROJECT DESCRIPTION BOILER TYPE(S)

- Project NJ13-1-901 Speer Village - 384 Family units in six high rise buildings. Speer Village has three (3) Cleaver Brooks (HP 250) steam heating boilers, Model No. CB-700-250-15.
- Project NJ13-2-902 Vreeland Village – 116 Family units in six buildings with ten (10) entrances. Vreeland Village has two (2) Cleaver Brooks hot water boilers Model No. CB-700-125-125.
- Project NJ13-4A-903 Murphy Apartments and Project NJ13-4B-903 Hecht Apartments. Each building has 50 senior units in a high-rise building. Each has two (2) Cleaver Brooks steam heating boilers (15 PSI) Model No. CB-700-50-15.

HOUSING AUTHORITY OF THE CITY OF PASSAIC

BID FOR: BOILER SERVICE, MAINTENANCE AND REPAIR.

REQUIRED BID DOCUMENT SUBMISSION CHECKLIST

CONTRACTOR'S NAME: _____

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

Required By Owner	Submission Requirement	Submitted with Bid (Bidder's Initials)
X	Bid Form(s)	
X	Acknowledgment of Receipt of Addenda	
X	Non-Collusive Affidavit	
X	Stockholder Disclosure Certification	
X	Notice to Corporations and Partnerships	
X	HUD Form 2530 Previous Participation Certification	
X	Affirmative Action Affidavit and Regulations	
X	General and/or Sub-Contractor Qualifications	
X	Certificate(s) of Insurance^	
X	Prohibited Russia-Belarus Activities & Iran Investment Activities	
X	Questionnaire Financial Statements within last twelve (12) months^	
X	Business Registration Certificate^	
X	References	
X	HUD Form 5369A Representatives, Certifications, Other Statements of Bidders	
X	Contractor Certification by the New Jersey Public Works Contractor Registration Act, pursuant N.J.S.A. 34:11-56.48 et. seq. ^	
X	Subcontractor Listing and Certification Forms	
X	Statement of Compliance for HUD determined Wage Rates in effect on the bid opening date	
X	Compliance with HUD Anti-Lobbying Provision	
X	Consent of Surety as to a Performance, Labor and Material Payment and Maintenance Bond (if applicable)	
X	Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC)	

Name of Bidder: _____

Signature of Bidder: _____

Print Name and Title: _____

Date: _____

Phone #: _____

Fax#: _____

APPENDIX B

The following **2024 Holidays** will be observed by the Housing Authority of the City of Passaic on the days listed below:

New Year's Day	Monday, January 1, 2024
Three Kings' Day	Friday, January 5, 2024
Martin Luther King, Jr. Day	Monday, January 15, 2024
Lincoln's Birthday	Monday, February 12, 2024
Washington's Birthday	Monday, February 19, 2024
Good Friday	Friday, March 29, 2024
Memorial Day	Monday, May 27, 2024
Juneteenth	Wednesday, June 19, 2024
Independence Day	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024
Columbus Day	Monday, October 14, 2024
Diwali	Friday, November 1, 2024
Election Day	Tuesday, November 5, 2024
Veteran's Day	Monday, November 11, 2024
½ day Thanksgiving Eve (noon)*	Wednesday, November 27, 2024
Thanksgiving Day	Thursday, November 28, 2024
The day after Thanksgiving	Friday, November 29, 2024
½ day Christmas Eve (noon)*	Tuesday, December 24, 2024
Christmas Day	Wednesday, December 25, 2024
½ day New Year's Eve (noon)*	Tuesday, December 31, 2024

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner**US Department of Agriculture**
Farmers Home Administration

Part I to be completed by Controlling Participant(s) of Covered Projects (See instructions)			For HUD HQ/FmHA use only		
Reason for submission:					
1. Agency name and City where the application is filed					
3. Loan or Contract amount \$		4. Number of Units or Beds		5. Section of Act	
				6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)	
7. List all proposed Controlling Participants and attach complete organization chart for all organizations showing ownership %					
Name and address (Last, First, Middle Initial) of controlling participant(s) proposing to participate			8 Role of Each Principal in Project		9. SSN or IRS Employer Number (TIN)

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
- No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
 - There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
 - The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
 - All the names of the controlling participants who propose to participate in this project are listed above.
 - None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
 - None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
 - None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
 - None of the controlling participants is 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.
 - Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initiated each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.
8. Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initiated each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.
- 1/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802).

Name of Controlling Participant	Signature of Controlling Participant	Certification Date (mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)			Area Code and Tel. No.

(Exp. 01/31/2026)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the controlling participants' previous participation projects and participation history in covered projects as per 24 CFR, part 200 §200.214 and multifamily Housing programs of FmHA, State and local Housing Finance Agencies, if applicable. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

1. Controlling Participants' Name (Last, First)	2. List of previous projects (Project name, project ID, and, Govt. agency involved)	3. List Participants' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain	6. Last MOR rating and Physical Insp. Score and date

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended.		<input type="checkbox"/> C. Disclosure or Certification problem
Staff	Processing and Control	<input type="checkbox"/> B. Name match in system		<input type="checkbox"/> D. Other (attach memorandum)
Signature of authorized reviewer	Signature of authorized reviewer	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)	

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of the regulations published at 24 C.F.R. part 200, subpart H, § 200.210-200.222 can be obtained on-line at www.gpo.gov and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Incomplete form will be returned to the applicant.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. **Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

Purpose: This form provides HUD/USDA FmHA with a certified report of all previous participation in relevant HUD/USDA programs by those parties submitting the application. The information requested in this form is used by HUD/USDA to determine if you meet the standards established to ensure that all controlling participants in HUD/USDA projects will honor their legal, financial and contractual obligations and are of acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify and submit your record of previous participation, in relevant projects, by completing and signing this form, before your participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530: Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR part 200 §200.212, and as further clarified by the Processing Guide (HUD notice H 2016-15) referenced in 24 CFR §200.210(b) and available on the HUD website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mflb/prevparticipation.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects listed in 24 CFR §200.214 and for the Triggering Events listed at 24 CFR §200.218.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR §200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law 42 U.S.C. 3535(d) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a controlling participant may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information to evaluate whether or not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate the potential controlling participants and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN. Failure to provide any of the information will result in your disapproval of participation in this HUD program. APPS SORN could be accessed in Federal Register / Vol. 81, No. 146 / Friday, July 29, 2016 / Notices ([Docket No. FR-5921-N-10] Implementation of the Privacy Act of 1974, as Amended; Amended System of Records Notice, Active Partners Performance System).

PRA Statement: The public reporting burden is estimated at 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, Paperwork Reduction Project, to the Office of Information Technology, US Department of Housing and Urban Development, Washington, DC 20410-3600. When providing comments, please refer to OMB Approval No. 2502-0118. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

The collection is authorized by 12 U.S.C 1702-1715z; 42 U.S.C. 3535(d). HUD form 2530 is created to collect information as mandated by 24 CFR Part 200. The HUD-2530 form is used to protect HUD's Multifamily Housing and Healthcare programs by comprehensively assessing industry participants' risk. It is the Department's policy that participants in its housing programs honor their legal, financial, and contractual obligations. Accordingly, uniform standards are established for approvals, disapprovals, or withholding actions on principals in projects, based upon their past performances as well as other relevant information. Respondents such as owners, management agents, master tenants, general contractors, and nursing home operators are subject to review. The information on this form needs to be collected by the Department to evaluate participants' previous performance and compliance with contracts, regulations, and directives.

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

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

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

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

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

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

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

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[Insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest 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 hereby certify that 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.

5. Bidder's Certification of Eligibility

(a) 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 in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) 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.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

STANDARD BID DOCUMENT REFERENCE						
Name of Form	COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN					
Statutory Reference	P.L. 2022, c. 3 N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
Applicability		Y/N		Mandatory	Optional	N/A
	LPCL	Y	Goods and Services	X		
	PSCL	Y	Construction			X
Instructions Reference						
Description	<p>P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran.</p> <p>Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 ("Russia-Belarus list") or in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 list").</p>					

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit 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. 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 Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

INSTRUCTIONS TO BIDDERS

GB-01 BID FORMS

A. All bids must be submitted on forms furnished by the PHA and shall be subject to all requirements of the Specifications and Drawings. Bid Forms will be furnished in triplicate; two to be submitted with the bid and one to be retained by the bidder for his records. Only one of the two copies of the bid shall be signed. The other shall be conformed.

B. Bid Documents shall be sealed in an envelope, which shall be clearly labeled with the words "Bid Documents", and shown the project number, name of bidder, and date and the time of opening.

GB-02 INTERPRETATIONS

No oral interpretation will be made to any bidder as to the meaning of the Specifications and Drawings. Every request for an interpretation shall be made in writing and any inquiry received ten or more days prior to the date fixed for opening bids will be given consideration. Interpretations will be in the form of addenda, which will be on file in the offices of the Local Authority and the A/E at least seven days before bids are opened. In addition, addenda will be mailed to each bidder, but it shall be the bidder's responsibility to make inquiry as to addenda used. All such addenda shall become a part of the contract and all bidders shall be bound by such addenda, whether or not received by the bidders.

GB-03 BID GUARANTY

A. The bid must be accompanied by a bid guaranty which shall not be less than five percent (5%) of the amount of the bid, and may be a certified or cashier's check payable to the order of the Authority or a bid bond for a like sum executed by a surety company authorized to do business in the State of New Jersey. An appropriate surety's consent by a surety company qualified to do business in the State of New Jersey and on the approved list binding itself to become surety for the full and faithful performance of the contract in an amount equal to one hundred percent (100%) of the contract price for the protection of all persons furnishing materials or labor for fulfilling the contract is also required in all cases. A consent of surety must be submitted with either type of security (10% of bid amount) including a certified or cashier's check and/or bid bond. The successful bidder will be required to furnish and pay for satisfactory Performance and Payment Bond or Bonds in an amount equal to one hundred percent.

B. In the event that the lowest qualified and responsible bidder received on this contract does not exceed the sum of \$17,500.00, the Authority reserves the right to treat the lowest qualified and responsible bid as a PURCHASE ORDER pursuant to N.J.S.A 40A:11-3, pursuant to which the Consent of Surety or Performance and Payment Bond is not required.

C. Bid bond must be from an approved surety company. See Paragraph **GB-17**
APPROVED SURETY COMPANIES OF THIS SECTION for more details.

GB-04 NON-COLLUSIVE AFFIDAVIT

Each person submitting a bid for any portion of the work contemplated by the bidding documents shall execute an affidavit, in the form provided by the PHA (See Page GF-3).

GB-05 BIDDER'S CONSTRUCTION EXPERIENCE:

Before a bid is considered for award, the bidder may be requested by the LHA to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, and financial resources.

GB-06 TIME FOR RECEIVING BIDS:

A. Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before award is made, and it is shown to the satisfaction of the officer authorized to make the award that the non-arrival on time was due solely to delay in the mail for which the bidder was not responsible, such bid will be received and considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Unless specifically authorizes, telegraphic bids will not be considered, but modification by telegraph of bids already submitted will be considered if received prior to the hour set for opening and written confirmation of such modification over the signature of the bidder is placed in the mail and post-marked prior to the time set for bid opening.

B. Bidders are cautioned that while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended subject to rejection.

GB-07 OPENING OF BIDS:

At the time and place fixed for the opening of bids, every bid received within the time fixed for receiving the bids will be opened and publicly read aloud, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

GB-08 WITHDRAWAL OF BIDS:

A. Bids may be withdrawn on written telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

B. Bidders requesting to withdraw their bids after the opening, notwithstanding the existence of certain circumstances under which these requests have been and would be found legitimate, shall be assessed an administrative charge by the LHA. These charges are to cover the LHA expenses in administrative time and therefore public funds in reviewing both the original submission of bid and the request for withdrawal.

Until such time as the firm requesting a bid withdrawal agrees to pay such charges, no request for bid withdrawal will be granted.

The administrative charge to be assessed shall be as follows:

FOR BIDS AT OR BELOW

ADMINISTRATIVE CHARGE

\$0 - \$100,000	\$250.00
\$100,001 - \$225,000	\$300.00
\$225,001 - \$450,000	\$350.00
\$450,001 - \$675,000	\$400.00
\$675,001 - \$1,000,000	\$450.00
\$1,000,001 or more	\$500.00

GB-09 QUALIFICATIONS

A. Prospective Bidders and all subcontractors shall complete the Qualification Questionnaire as furnished in the Contract Documents. The Purchasing Agent shall take such steps as he deems necessary to determine the ability of the bidders to perform his obligations under the Contract and the bidder shall furnish the Purchasing Agent with such information and data for this purpose as the Purchasing Agent may request. The right is reserved to reject any proposal where and investigation of the evidence does not satisfy the Purchasing Agent that the bidder is qualified to properly carry out the terms of the Contract.

B. General Contractor must list with his bid all subcontractors who will actually be used for:

- (a) Plumbing and Gas fitting of all kindred work
- (b) Steam and hot water heating and ventilating apparatus and all kindred work
- (c) Electrical Work
- (d) Structural Steel and Ornamental Iron Work

1. In addition to the requirements stated above, the General Contractor:

- (e) Must be prepared to demonstrate that each of the listed subcontractors are qualified to perform the specific work for which they are listed on the bid. Each subcontractor must submit with the bid the attached Qualification Questionnaire.

- (f) Must provide evidence of performance security for each subcontractor with the bid. The evidence of performance security shall, for the purpose of statutory and administrative compliance, consist of documents (such as a consent of surety) issued by a qualified surety company.* Evidence of performance security may be supplied by the General Contractor on its own behalf and on behalf of any or all of its listed subcontractors, or by the respective listed subcontractors themselves, or by any combination thereof which results in evidence of performance security equaling the total amount bid.
- (g) May not substitute unlisted subcontractors, or use subcontractors if they are not identified in bid, following award of the contract.
- (h) Will be held strictly accountable for proper and timely performance of work by their designated subcontractors. In the event of award, such General Contractor shall furnish the Authority with a true copy of a performance bond contract.
- (i) The attention of all bidders is directed to the provisions of New Jersey Statutes 40A:11-16.
- (j) All Bidders who intend to use 'in house plumbers' to perform the plumbing work on the contract, are directed to the provisions of New Jersey Statutes 45:14C-21; New Jersey Statutes 45:14C-21; and New Jersey Administrative Code 13:32-1.5(A)(2). These provisions limit and restrict the ability of a licensed master plumber to be utilized as a company employee and apply for a plumbing permit, unless that plumber holds not less than 10% of the issued corporate stock, or 10% of the partnership capital of a partnership. You are advised that the Authority is required to insist upon full compliance with these State regulations.
- (k) In the event the General Contractor will perform work specified in paragraph B (a) (b)(c)(d) (Plumbing/Gas; HVAC; Electrical; Structural Steel/Ornamental Iron) with its own salaried non-subcontracted work force, then the General Contractor must so designate itself on bidding documents, and furnish Authority prior to award of the contract with required information establishing qualifications in such trade(s).

- **APPROVED SURETY COMPANIES ONLY WILL BE ACCEPTED. SEE INSTRUCTIONS TO BIDDERS PARAGRAPH GB-17 APPROVED SURETY COMPANIES FOR MORE DETAILS.**

- (l) The General Contractor is advised that once they advise the Authority in their bid documents, they will perform a designated trade(s) with their own salaried force they will not later be permitted to perform same by subcontractor or otherwise.

2. Previous Participation Certificate, Form HUD-2530

The Bidder shall submit with the bid a completed and signed "Previous Participation Certificate Form HUD-2530". A copy of the 2530 with instructions is enclosed in the bidding documents. A contract award will not be made without HUD approval of the Certificate.

GB-10 AWARD OF CONTRACT: REJECTION OF BIDS:

A. The Contract will be awarded to the responsible bidder submitting the lowest proposal complying with the conditions of the Invitation for Bids, provided his bid is reasonable and it is to the interest of the Local Authority to accept it. The bidder to whom the award is made will be notified at the earliest practicable date. The LHA, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the LHA.

B. The LHA is prohibited from making any awards to Contractors or accepting as subcontractors any individual or firms which are on lists of Contractors ineligible to receive awards from the United States, as furnished from time to time by HUD. The current list of ineligible Contractors is available for inspection by prospective bidders at the office of the LHA.

C. The LHA also reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature, who is not in a position to perform the contract, or has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material men or employees.

D. The ability of a bidder to obtain a performance bond shall not be regarded as the sole test of such bidder's competency or responsibility.

E. Proposals from bidders not qualified to bid according to provisions in Article GB-09 and proposals that are not accompanied by a Proposal guarantee (Bid Bond) will be rejected. In addition, Proposals may be rejected:

1. If received by Bidders who have performed work previously in an unsatisfactory manner.
2. If the Purchasing Agent, at his sole discretion, deems it advisable to do so in the best interest of the Housing Authority of the City of Passaic.
3. If conditions, limitations or provisions are attached by a Bidder to his Proposal, if Proposals are otherwise irregular or if the enclosed or accompanying documents are not completed and properly executed.
4. If a non approved surety company per paragraph GB-17 APPROVED SURETY COMPANIES of this section is used.

GB-11 PERFORMANCE AND PAYMENT BOND, EXECUTION OF CONTRACT

- A. All bonds must be from approved surety companies. See paragraph GB-17 Approved Surety Companies of this section for more details.
- B. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the LHA a contract in the form furnished in such number of counterparts as the Local Authority may require.
- C. All bonds must be from approved surety companies. See paragraph GB-17 Approved Surety Companies of this section for more details.
- D. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the LHA a contract in the form furnished in such number of counterparts as the Local Authority may require.
- E. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder and his subcontractor (if any) for plumbing and gas fitting work, HVAC work, electrical work and structural steel and ornamental iron work shall, within the periods specified above, furnish performance bond(s) in a penal sum of at least the full amount of the contract as awarded in form included in the specifications, which secures the faithful performance of the contract. The successful bidder shall also furnish a payment bond in a penal sum of at least the full amount of the contract for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment or services, of any nature, employed or used by him in performing the work. Such bond(s) shall bear the same date as or a date subsequent to, the date of the contract.
- F. On each bond the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond.
- G. The failure of the successful bidder to execute such contract and to supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the LHA may grant based upon reasons determined adequate by the LHA, shall constitute a default, and the LHA may either award the contract to the next responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty.

GB-12 EQUAL EMPLOYMENT OPPORTUNITY

- A. Attention is called to the Equal Employment Opportunity provisions of the contract (paragraph 33 of the General Conditions) and the requirements for affirmative action by the Contractor thereunder.
- B. A certification of Non-segregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. Such a certification is printed on the bid form and is deemed executed by submission of the bid.

C. The Contractor must also provide for the forwarding of the following notice to prospective subcontractors for supplies and construction provisions of the Equal Opportunity clause:

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES.

A Certification of Non segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000.00, which is not exempt from the provisions of the Equal Opportunity clause.

A. Contractors receiving subcontract awards exceeding \$10,000.00, which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceeds \$10,000.00 and are not exempt from the provisions of the Equal Opportunity clause.

B. Certification submitted by contractors shall be retained in the files of the prime Contractor of subcontractor receiving the certification. Where a prime contractor or subcontractor does business with concern on a continuing basis, a single certification may be submitted periodically, rather than with each transaction.

GB-13 PRECONSTRUCTION CONFERENCE

Either before or soon after the actual award of the Contract (but in any event prior to the start of construction), the Contractor or his representative shall attend a Preconstruction Conference with representatives of the LHA, the Engineer and HUD. The Conference will serve to acquaint the participants with the general plan of contract administration and requirements under the construction operation is to proceed, and will inform the Contractor, in detail, of the obligations imposed on him and his subcontractors by the Executive Orders concerning Equal Opportunity. Labor provisions will also be covered.

The day, time and place of the conference will be furnished to the Contractor by the LHA.

GB-14 CONSENT OF SURETY

A. The Contractor shall submit with his bid an appropriate surety's consent by a surety company qualified to do business in the State of New Jersey binding itself to become surety for the full and faithful performance of the contract in an amount equal to 100% of the contract price. The Consent of Surety shall be for the protection of all persons furnishing materials and/or labor fulfilling the contract.

B. The Consent of Surety must be from an approved surety company. See Paragraph GB-17 Approved Surety Companies of this section for more information.

GB-15 CORPORATE AFFILIATES, SUBSIDIARY OR PARENT CORPORATION OR RELATED ENTITIES

Bids will be awarded only to the corporation or other entity under those name qualification, pre-qualification, bonding documentation and other documentation are submitted: Corporate affiliates, subsidiary or parent corporations or related entities are not automatically qualified.

GB-16 RESERVED

GB-17 APPROVED SURETY COMPANIES

A. Attached to the plans and specifications is a package (Pages DT1 thru 32) from the Federal Register (Dept. Circular 570). Part II Department of Treasury "Companies Holding Certification of Authority as acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies; Publication of Annual List" containing a list of all approved surety companies. The consent of Surety, Bid Performance and Payment Bonds must be obtained from the list of approved companies.

B. Surety companies which so not appear on the list are not acceptable.

C. Contractor of vendor bids will be rejected if a non-approved surety company is submitted.

(End of Section)

BID FOR: BOILER SERVICE, MAINTENANCE, AND REPAIR

SUBMITTED TO
THE HOUSING AUTHORITY OF THE CITY OF PASSAIC
52 ASPEN PLACE, PASSAIC, NEW JERSEY 07055

Gentlemen;

1. The undersigned, having familiarized _____

with local conditions affecting the cost of the work, and with the Specifications (including Invitations for Bids, Instructions to Bidders, this bid, the form of Bid Bond, the form of Non-Collusive Affidavit, the form of Statement of Bidder's Experience, the form of Contract and the form Performance and Payment Bond or Bonds, the General Conditions, the Special Conditions, the General Scope of Work, the Technical Specifications and the Drawing and Addenda), if any thereto, as prepared by **The Housing Authority of the City of Passaic** and on file in the office of the **Executive Director** hereby proposed to furnish all labor, materials, equipment and services for

BOILER SERVICE, MAINTENANCE, AND REPAIR
Passaic, New Jersey, for the total lump sum of

(\$ _____).

NOTE: SEE BID SHEET

2. In submitting this bid it is understood that the right is reserved by the **HOUSING AUTHORITY OF THE CITY OF PASSAIC** to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish to required bond within ten (10) days after the contract is presented to him for signature.
3. Security on the amount of 10% of the total bid in the sum of _____ (dollars) (\$_____) in the form of _____ is submitted herewith in accordance with the Specifications.
4. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or the submitting of proposals for the contract for which this proposal is submitted. Also attached is a Statement of Bidder's experience.
5. In addition, in accordance with Section GB-09 Qualifications, Page GB-03 of the Contract Specifications, the following subcontractors are to be used on this project in the four (4) areas of work noted below:

NOTE: *If the scope of work does not involve any of the trades below mark "NONE" in each of the appropriate spaces.
*If the scope of work does involve the trades below but will be done in-house by qualified, licensed employees on the contractor's payroll mark "IN-HOUSE" in each of the appropriate spaces.

DO NOT LEAVE ANY SPACE BLANK

- a) Plumbing and Gas fitting of all kindred work:
Name: _____
Address: _____
Steam and hot water heating and ventilating apparatus and all kindred work:
Name: _____
Address: _____
- b) Electrical Work:
Name: _____
Address: _____
- c) Structural Steel and Ornamental Iron Work:
Name: _____
Address: _____

DATE: _____ 20 _____

NAME OF BIDDER

Official Address:

_____ By _____

_____ Title _____

Form of Non-Collusive Affidavit

AFFIDAVIT
(Prime Bidder)

State of _____

SS

County of _____

_____, Being first duly sworn,

That he is _____

(A partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the **HOUSING AUTHORITY OF THE CITY OF PASSAIC** or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of
Bidder, if the bidder is an individual;

Partner, if the bidder is in a partnership;
Officer, if the bidder is a corporation.

Subscribed and sworn to before me:

This _____ day of _____ 20_____.

My commission expires _____ 20_____.

AFFIDAVIT FOR MINORITY BUSINESS ENTERPRISES
(MBE)

STATE OF _____)

COUNTY OF _____)

_____ being first duly sworn
(Individual's Name)

deposes and says:

THAT he is _____ of the _____ the
(Partner or Officer) (Firm of)

Party making a certain proposal or bid dated _____ 20____ for work in connection with the

BOILER SERVICE, MAINTENANCE, AND REPAIR

located in Passaic, 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 acknowledge that he 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)

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

Notary Public

My Commission expires: _____, 20____

AFFIDAVIT FOR AFFIRMATIVE ACTION PLAN

(AAP)

STATE OF _____)

COUNTY OF _____)

_____ being first duly sworn
(Individual's Name)

deposes and says:

THAT he is _____ of the _____ the
(Partner or Officer) (Firm of)

Party making a certain proposal or bid dated _____ 20____ for work in connection with
the **BOILER SERVICE, MAINTENANCE, AND REPAIR**
located in Passaic, New Jersey that such proposal or bid is submitted with full knowledge and
understanding of the Minority Business requirements contained herein; that in submitting
such proposal or bid the bidder acknowledge that he 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)

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

Notary Public

My Commission expires: _____, 20____

CONTRACTOR

QUALIFICATION QUESTIONNAIRE

THE HOUSING AUTHORITY OF THE CITY OF PASSAIC

BID FOR: **BOILER SERVICE, MAINTENANCE, AND REPAIR**

NAME OF BIDDER: _____

ADDRESS: _____

REQUIREMENTS FOR SUBMITTED PROPOSALS IF QUALIFIED

1. It shall be necessary for the bidder to present evidence that it is the Contractor and that it has been in business for at least **three (3)** years in this particular field under its present trade name. In addition to the above he shall submit evidence that his company has the necessary equipment to carry out this type of operation.

BIDDERS WHO DO NOT MEET THIS CRITERIA WILL BE REJECTED.

- a. How many years have you been or engaged in construction under your present firm or trade name?

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

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

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

- e. If a corporation, answer the following:

E. 1 – Date of Incorporation _____

E. 2 – State of Incorporation _____

E. 3 – President's name(s) _____

E. 4 – Vice President's name(s) _____

- f. If individual or partnership answer the following:

F. 1 – Date of organization _____

F. 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? 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 construction contract. If so, state the name of individual, other organization and reason therefore.

- j. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? ____ If yes, state name of individual, name of owner and reason therefore.

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

n. Do you intend to subcontract any portion of the work? If so, state which portion is to be subcontracted.

o. Have you made contracts or received firm offers for all materials within price use in preparing your proposal. Do not give names of dealers or manufacturers.

p. Give trade references:

q. Give bank references:

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

ASSETS

Cash on Hand.....\$

Cash in Bank & Name of Said Bank.....\$

Accounts Receivable From Completed Contracts.....\$

Real Estate Used for Business Purposes.....\$

Material In Stock.....\$

Equipment Book Value.....\$

Furniture and Fixtures.....\$

TOTAL ASSETS \$

LIABILITIES

Notes Payable to Bank.....\$

Notes Payable for Equipment Obligations.....\$

Notes Payable for Other Obligations.....\$

Accounts Payable.....\$

Other Liabilities.....\$

TOTAL LIABILITIES \$

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

NAME/PHONE# OF
DESIGN ARCHITECT/
ENGINEER

DATE
COMPLETED

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Dated at _____ this _____

day of _____, 20_____

Name of Organization _____

By: _____

Title of Person Signing

STATE OF _____

ss.

COUNTY OF _____

_____, being duly sworn, deposes and says that

he is _____ of the above

Title

_____ and that the answers to the foregoing questions

Name of Organization

And all statements therein contained are true and correct.

Subscribed and sworn to before me,

this _____ day of _____ 20_____

Notary Public

My Commission expires: _____

GF-4h

SUB-CONTRACTOR

QUALIFICATION QUESTIONNAIRE

THE HOUSING AUTHORITY OF THE CITY OF PASSAIC

BID FOR: **BOILER SERVICE, MAINTENANCE, AND REPAIR**

NAME OF BIDDER: _____

ADDRESS: _____

REQUIREMENTS FOR SUB-CONTRACTORS

1. It shall be necessary for the Sub-Contractor to present evidence that it has been in business for at least **three (3)** years in the particular field for which, the General Contractor is using the Sub-Contractor (i.e. plumbing), and can submit a suitable record of satisfactorily completing similar projects. In addition to the above he shall submit evidence that his company has the necessary equipment to carry out this type of operation.

- a. How many years have you been or engaged in construction under your present firm or trade name?

- 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 or this equipment along with its present condition.

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

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

- e. If a corporation, answer the following:

E. 1 – Date of Incorporation _____

E. 2 – State of Incorporation _____

E. 3 – President's name(s) _____

E. 4 – Vice President's name(s) _____

- f. If individual or partnership answer the following:

F. 1 – Date of organization _____

F. 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? 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 construction contract. If so, state the name of individual, other organization and reason therefore.

- j. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? If yes, state name of individual, name of owner and reason therefore.

- k. Are there any liens, of any character, filed against your company at this time. ____ If yes, specify the nature and amount of lien.

1. 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.
-
-
-
- n. Do you intend to subcontract any portion of the work? If so, state which portion is to be subcontracted.
-
-
-
- o. Have you made contracts or received firm offers for all materials within price use in preparing your proposal. Do not give names of dealers or manufacturers.
-
-
-
- p. Give trade references:
-
-
-
- q. Give bank references:
-
-
-

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	NAME/PHONE# OF DESIGN ARCHITECT/ ENGINEER	DATE COMPLETED
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Dated at _____ this _____

day of _____, 20_____

Name of Organization _____

By: _____

Title of Person Signing

STATE OF _____

ss.

COUNTY OF _____

_____, being duly sworn, deposes and says that

he is _____ of the above

Title

_____ and that the answers to the foregoing questions

Name of Organization

And all statements therein contained are true and correct.

Subscribed and sworn to before me,

this _____ day of _____ 20_____

Notary Public

My Commission expires: _____, 20_____.

GF-4.1g

AWARD SHEET

NOTE: Refer to Page GF-2 for Contractor's signature and bid. The Contract shall consist of:

1. General Conditions – GC-10
2. Supplementary Conditions – SGC1-4
3. Instructions to bidders – GB1-9
4. Invitation to Bid – GF1-11
5. Special Conditions – SC1-9
6. Technical Requirements Including Drawings & Addendum

AWARD

AWARD DATE _____

(DESCRIPTION) _____

HOUSING AUTHORITY OF THE CITY OF PASSAIC
52 ASPEN PLACE, PASSAIC, NEW JERSEY 07055

BY _____
(Name) _____
(Title) _____

Date Signed _____ Proceed Date _____ Contract # _____

STATEMENT OF OWNERSHIP

STATE OF NEW JERSEY

CHAPTER 33 PL 1977

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any state, county, municipal or school district contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is a submitted statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

TO: THE HOUSING AUTHORITY OF THE CITY OF PASSAIC

NAME OF BIDDER: _____

ADDRESS: _____

**The above firm states that the following is a complete
listing of stockholders/individual partners who will own
ten percent (10% or more interest in the above named firm.**

<u>NAME</u>	<u>ADDRESS</u>	<u>% OF STOCK OR INTEREST</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Department of Housing and Urban Development Directive August, 1979

Name of Company _____

Please Check if applicable:

- a. **Minority Business:** A business enterprise that is owned by, controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to, Blacks, Puerto Ricans, Spanish – Speaking Americans, American Indians, Eskimos and Aleuts.

Please Check

- b. **Small Business:** A small business is defined in terms of total dollar value of the firm's annual business. For construction business, the dollar value ranges up to \$12,000,000.00; for a service business, up to \$9,000,000.00; and for supply business up to \$22,000,000.00

Please Check

- c. **Females**

Please Check

- d. **Minority Females**

Please Check

Contractor or Subcontractor Business Racial/Ethnic 1 thru 6 (below) A	Prime Contractor Identification (ID) Number	Subcontractor Identification (ID) Number	Contractor/Subcontractor Name and Address
			Name City, State, Zip

A: Racial/Ethnic Codes:

1=White Americans, 2=Black Americans, 3=Native Americans, 4=Hispanics, 5=Asian/Pacific Americans and 6=Hasidic Jews

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 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, 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), and described on said payroll; that said payroll is correct and complete; that the wage rates, as set forth in the General Wage Determinations issued under the HUD-Determined Wage Rates and Related Acts, U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, (unless otherwise specified), contained in said payroll for laborers, and mechanics, are not less than those applicable to such laborers and mechanics pursuant to the contract under which such work was performed; and that the classification set forth for each laborer or mechanic conforms with the work performed.

SIGNATURE: _____

TITLE: _____

COMPLIANCE WITH HUD ANTI-LOBBYING PROVISION
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND
COOPERATIVE AGREEMENTS

(P.L. 101-121, S321, BYRD AMENDMENT)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers exceeding the threshold amount set forth in the guidelines* (including subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

***Present guidelines apply to contracts, etc., in excess of \$100,000.00.**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 for each such failure.

Executed this _____ day of _____, 20_____.

BY: _____
(Signature of Authorized Official)

(Title of Authorized Official)

Program Funded: _____

CERTIFICATION OF NJ PUBLIC WORKS CONTRACT REGISTRATION ACT

The Contractor submitting a Bid to the Housing Authority of the City of Passaic must be registered with the State of New Jersey Public Works Contractors Registration Act, a copy of the certification must be included with bid.

Also, any subcontractors listed in bid, must provide the Housing Authority of the City of Passaic with a copy of the Certification of the State of New Jersey Public Works Contractors Registration Act, pursuant N.J.S.A.34:11-56.48 et. seq.

On Page GF-13a is a sample copy of the form, which must be submitted with Bid Documents. Failure to submit these documents is a mandatory cause for the bid to be rejected.

Certificate Number

Expiration Date

State of New Jersey



Department of Labor

Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to Public Law 1999 Chapter 238, the Public Works Contractor Registration Act, this certificate of registration, for purposes of bidding on and engaging in public work is issued to

SAMPLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner of Labor.

Handwritten signature of Mark B. Boyd, Commissioner of Labor.

MARK B. BOYD, Commissioner
Department of Labor

Handwritten signature of Martin Gartzman, Director of Wage and Hour Compliance.

MARTIN GARTZMAN, Director
Division of Wage and Hour Compliance

NON TRANSFERABLE

BUSINESS REGISTRATION OF PUBLIC CONTRACTORS

Contractors submitting a bid to the Housing Authority of the City of Passaic are required to be registered with the State and provide proof of that registration under P.L. 2004 c.57.

The purpose of the contractor registration (which is separate from requirements of the Public Works Contractor Registration Act) is to ensure that all businesses and their subsidiaries receiving government contracts pay appropriate sales and use, and other taxes. While sales and use taxes are not paid on government contracts, the requirement to register to obtain government contracts obligates them to comply with the law on non-government contracts.

Sub-contractors listed in this bid are also required to submit a copy of the contractor registration.

On page GF-14a is a sample copy of the form, which must be submitted with Bid Documents.

STATE :

BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#:
970-097-382/500

ADDRESS:
647 ROEBLING AVE
TRENTON NJ 08611

EFFECTIVE DATE:
01/01/01

FORM-BRC(02-01)

TRADE NAME:
CLIENT REGISTRATION

SEQUENCE NUMBER:
0107330

ISSUANCE DATE:
07/14/04

John S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

SPECIAL CONDITIONS

SC-01 SCOPE OF WORK:

The work covered by these Specifications shall include the furnishing of all plant labor, equipment, appliances and materials and the performing of all operations complete in strict accordance with Specifications and the applicable drawings.

SC-02 VISIT TO SITE:

a. Each bidder shall visit the site of the proposed work and fully acquaint himself with conditions as they exist so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under his contract. Bidders shall as thoroughly examine and be familiar with the requirement of the detailed Specifications. The failure or omission of any bidder to receive or examine any Form, Instrument or Documents or to visit the site and acquaint himself with the conditions there existing will not relieve any bidder from any obligation with respect to his bid.

b. Before any of the work within the scope of the contract is begun, the Contractor shall confer with the Local Authority and agree on a sequence of procedure, means of access to the buildings and space for temporary storage of materials and equipment.

c. The bidder shall, before any site visit, notify the Department of Engineering of Local Housing of his intention and purpose.

SC-03 TIME AND MANNER:

a. Time is an essential consideration of the contract and work shall commence at the project site within fifteen (15) days after notice to proceed and progress with a proper and sufficient force of workmen and ample supply of materials (to the satisfaction of the Engineer and LHA) to complete the work at the earliest possible date and not later than the date set forth in the time schedule.

b. All work shall performed as expeditiously as possible and in manner not to interfere with the operations of the LHA. The Contractor shall conduct his work in a manner not to obstruct the passage of the Local Authority's personnel to or from any part of the site.

c. The Contractor shall exercise extreme care at all times to maintain cleanliness in his operations, avoid fire and accident hazards and remove all debris promptly at the end of each days work. It shall be the Contractor's responsibility to keep the premises clean of construction dirt, dust, and debris and to maintain conditions entirely acceptable to the PHA at all times. This requirement will be rigidly enforced. Upon completion of work specified, all debris, equipment and unused materials provided for the work shall be removed from the sites and the premises shall be cleaned to the satisfaction of the PHA.

SC-04 CONTRACT DOCUMENTS:

a. Specifications:

The Specifications consist of six (6) parts as follows:

General Conditions
Supplement to the General Conditions
Instructions to Bidders
Invitation to Bid
Special Conditions
Technical Requirements

All six parts shall be consulted and complied within the performance of the work described therein.

b. Contract Drawing:

<u>Dwg. No.</u>	<u>Title</u>	<u>Project No.</u>	<u>Project Name</u>
-----------------	--------------	--------------------	---------------------

SC-05 CORRESPONDENCE:

The contractor shall send all copies of correspondence concerning any matter of a contractual and technical nature to the PHA and A/E designated on the Invitation to Bid.

SC-06 SCHEDULES AND CONTRACTOR OPERATIONS:

- a. Adequate notice must be given to the LHA Engineering Department prior to commencing work at any building. A schedule of the work shall be submitted to the PHA for review and approval.
- b. The Contractors scheduling of operations shall be closely coordinated with the LHA prior to construction start.
- c. Operations affecting other construction work and installation at the site shall be conducted with care not to damage work and equipment in places; and all work damaged by such operation shall be replaced or rectified promptly without additional expense to the LHA.
- d. The Contractor shall provide adequate protection for all parts of the building, and its contents wherever work under this contract is performed.

SC-06 SCHEDULES AND CONTRACTOR OPERATIONS: (con't)

e. Unless otherwise required by the Specifications, new work in extension of existing work shall correspond in all respect with that to which it connects, or to similar existing work.

f. Existing work shall be cut, drilled, altered, removed, or temporarily removed and replaced as necessary for the performance of the contract. However, unless otherwise provided by the Specifications, no structural members shall be cut or altered without authorization of the Engineer.

SC-07 TIME FOR COMPLETION:

N/A

SC-08 LIQUIDATED DAMAGES:

The liquidated damages provision stipulated in HUD form 5370, item 33 shall not be the only remedy brought to bear by the Authority for each day of delay beyond the contract completion day. Both parties to the construction contract agree that the Authority shall, in its discretion, have the right to assert and claim damages, which it has or might have sustained due to the contractor's failure to comply with following additional requirements.

a. Liquidated damages of Five Hundred Dollars (\$500.00) per day shall be imposed for failure to comply with requirements of item 1 above, and the contractor shall be responsible for actual costs incurred by the Authority for necessary inspection, security, professional and/or administrative services due to delay in completion of the work in each apartment.

The liquidated damage provision contained in this contract shall not be the exclusive damage remedy available to PHA for breach or default hereof; and the parties hereto agree that the PHA shall, in its discretion, additionally have the right to assert and claim any real or actual damages, which may be sustained by it.

In additions to liquidated damages, be advised that in the event of later performance of this contract, the Authority reserves the right to consider any unjustified delay beyond the specified contract completion date, as a bearing on your responsibility to perform future contracts for the Authority.

SC-08 LIQUIDATED DAMAGES (con't):

The contractor shall not be penalized or charged with liquidated damages because of any delays in the completion of the contract due to unforeseeable cause beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God, or the public enemy, acts of the Government, fires, floods epidemics, quarantine restrictions, strikes, freight embargoes, blackouts, trade disputes and unusually severe weather conditions. Documentation of any/all delays must be provided by contractor.

SC-09 BID PRICE:

See Page GF-2 to 2A

- a. Prices are net for items furnished and installed in place and include all costs for labor and material, equipment, taxes, insurance, overhead, and profit.
- b. The local Housing Authority reserves the right to add or deduct items of work in connection with the buildings covered by the plans and specifications.
- c. The local Housing Authority reserves the right to add or deduct items of work in connection with the buildings covered by the plans and specifications.

SC-10 TENANT EMPLOYMENT:

- a. The Contractor will be required to undertake an affirmative and aggressive employment policy to afford a preferential hiring procedure to tenants in all jobs and training opportunities generated by this contract. If he has collective bargaining agreements with labor organizations he must submit evidence that the said labor organizations are aware of and approve of the hiring procedures stated above.
- b. A list of potential tenants' employees will be provided to the Contractor by the Housing Authority. The Contractor agrees to select from this list the tenants to be employed as a condition to this contract at a ratio of at least one (1) tenant to every twelve (12) employees. However, if there are less than twelve (12) employees, one (1) tenant must be hired after the eighth (8th) employee.
- c. All tenants employed as laborers, trainees, apprentices, and mechanics by the Contractor or his subcontractor shall be paid wages at rates not less than those prevailing on similar construction in this locality, as determined by the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40-US 276a-276a5).

SC-11 PRE-BID CONFERENCE:

A voluntary pre-bid conference may be held at a place indicated on the attachment to the Plans and Specifications. The attendance of a pre-bid conference will not be a requirement of the bid. If scheduled, date and hour of the pre-bid conference is as prescribed on a

SC-11 PRE-BID CONFERENCE (con't):

memo attached to the "INVITATION TO BID". After the expiration of thirty (30) minutes from the hour set for the commencement of the pre-bid conference, a late comer after the thirty (30) minute period will be deemed to be an absentee.

SC-12 GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract Documents not partial or entire occupancy of the premises by the LHA shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties of responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The LHA will give notice of observed defects with reasonable promptness.

SC-13 AFFIRMATIVE ACTION PLAN (AAP)

Attached is an Affirmative Action Plan* required by the Passaic Housing Authority to which all bidders must respond (if bid is greater than \$10,000.00). This Plan has been approved by the Department of Housing and Urban Development (HUD). A Contractor may submit an alternate Plan, however, this must be approved by HUD before being accepted by the Passaic Housing Authority. Any modifications by HUD to an alternate Plan must be carried out by the Contractor. Any minority tenant hired under section SC-10 TENANT EMPLOYMENT may be applied to meet the requirements of the Affirmative Action Plan. Any bid submitted without an Affirmative Action Plan may be disqualified.

SC-14 JOB OFFICES

- a. The Contractor shall furnish and maintain, during construction of the project, adequate facilities at the site for the use of the LHA and the Architect, as follows:
- b. The Contractor and his subcontractors may maintain such office and storage facilities on the site as may be necessary in the proper conduct of the work. The se shall be located so as to cause no interference to nay work to be performed on the site. The Architect and LHA shall be consulted with regard to locations.

* Pages AAP-1 to AAP-10

- c. Upon completion of the project, or as directed by the LHA or Architect, the Contractor shall remove all such temporary structures and facilities from the site, same to become his property, and leave the premises in the condition required by the Contract.

SC-15 MINIMUM RATES OF PAY

A schedule of the minimum rates of pay applicable to this Contract is attached.

SC-16 EQUIPMENT FURNISHED BY OTHERS

- a. The following equipment will be furnished by others but installed by the Contractor:
- b. This equipment will be delivered to the Contractor at the project site. The Contractor shall, at his expense and risk, unload and install the equipment, and do any necessary hauling to the places for installation. The Contractor shall furnish the LHA with a schedule of his need for equipment sufficiently in advance of such need to enable the LHA to obtain delivery under its procurement contracts.
- c. Where the type of equipment requires roughing-in dimensions, the Architect will furnish them to the Contractor as soon as available.
- d. When equipment arrives at the delivery point, the Contractor shall promptly unload and transfer it to the project site, unless otherwise permitted or directed. The equipment shall not be unloaded except in the presence of a representative of the LHA with whom the Contractor shall jointly determine what, if any, damage has occurred in transit, and the responsibility therefore. Turnover of the equipment to the Contractor shall then be formalized by means of a transfer receipt, executed in triplicate, signed by the representatives of the Contractor and the LHA. This document shall show all particulars of the shipment it covers, the number and condition of the items turned over to the Contractor, and the disposition of those found unusable. After transfer, the Contractor shall be fully responsible for the equipment.
- e. The Contractor shall inspect all equipment items for latent defects or concealed damage and for shortages, and immediately report all such discrepancies to the LHA so that correction or replacement can be obtained.
- f. The provisions to "install," as used in paragraph 8.b above, covers all operations and materials in connection with this equipment necessary to: (1) distribute; (2) uncrate; (3) assemble as may be normally necessary; (4) place in permanent position; (5) connect up; and (6) clean up.
- g. The Contractor shall deliver all such equipment in whole and satisfactory operating condition. He shall be responsible for actions and costs applicable to final testing, adjusting, and checking for proper performance.

SC-17 BUY AMERICAN EXCEPTIONS

The following articles, materials and supplies have been accepted by HUD from the provisions of the General Conditions headed: "Buy American":

Antimony; Asbestos, Carnauba Wax; China Wood Oil (tung oil); Chromium;
Cork; Flax; Hemp; Jute; Karigum; Lac; Manganese Ore (35% and over); Mercury; Mica; Nature
Asphalt; Natural Nickle Alloy of Copper; Natural rubber; Nickle; Platinum; Silk; Sisal; Tin;
Titanium; Tungsten.

SC-18 AMENDMENTS TO GENERAL CONDITIONS

(a) As-Built Drawings

Change Section 15 of the General Conditions to read: The Contractor shall be provided with a set of drawings by the LHA to record all "AS-BUILT" information. All change orders and other variations from the original plans or specifications shall be recorded in black pencil or pencil and noted as a change on the "AS-BUILT" drawings. No final payment will be made on the contract until "AS-BUILT drawings have been received and are satisfactory to the LHA.

(b) PERMITS AND CODES

Part b the following:

The Contractor prior to submitting a bid, shall inquire as to the number and amount of permits required for the execution of the contract. The Contractor shall pay for the cost of all permits and will not be reimbursed for such by the Authority.

Since all jobs must be filed with the City Building Department, NO WORK MAY BEGIN UNTIL ALL PERMITS ARE OBTAINED. A copy of the permits are to be filed with the Authority's Engineering/Construction Department prior to beginning work.

SC-19 WORK DURING AUTHORITY HOLIDAYS

The Contractor shall not be allowed to work on Authority holidays unless the following conditions are met:

- a. Prior approval is granted by the Authority. It is at the sole discretion of the Authority whether to allow work to be conducted.
- b. No work is to be covered up. Prior to concealing or otherwise making it impossible to view work performed, the Contractor shall arrange for an inspection by the Authority.

SC-19 WORK DURING AUTHORITY HOLIDAYS (con't):

Work not so inspected and approved shall be cause for the Authority require the work to be exposed and examined at the sole cost of the Contractor. Unacceptable and/or non-complying work shall be removed, repaired, restored or replaced as required by the Authority at the Contractor's expense.

Temporary protection of work, which must remain exposed shall be in accordance with the specification. In no case shall work be left unprotected which may be a threat to the health and safety of the public.

c. Reimbursement of the Authority's inspection costs. If the Authority deems it necessary or if requested by the Contractor, the Authority may provide full time inspection services on a weekend or holiday. The cost for these services shall be reimbursed by the Contractor.

SC-20 WORK WEEK

The Authority's regular work week is from Monday to Friday. The hours of work are from 8:30 a.m. to 4:00 p.m. The Contractor shall conform to this schedule unless written permission is given by the Authority to deviate from the schedule.

SC-21 MINORITY BUSINESS ENTERPRISE (MBE) REQUIREMENTS

a. Executive Order 123432 of July 14, 1983 entitled "Minority Business Development" is intended to assure the participation of minority owned businesses in HUD funded programs and to fulfill objectives for minority business involvement in Federally funded programs.

b. A "Minority Business Enterprise" means a business enterprise that is fifty-one (51%) percent or more owned, controlled, and actively operated by one or ore persons who are classified as part of a socially and economically disadvantaged group. Such socially disadvantaged persons include Blacks, Puerto Ricans, Spanish-speaking Americans, American Indians, Eskimos, Aleuts, Hasidic Jews, Asian Pacific Americans and Asian Indians. A female-owned business is NOT considered MBE.

c. It is strongly encouraged that all contractors having contracts with the Authority for supplying labor and/or materials/supplies have Minority Business Enterprises provide a percentage of the value of the contract. The Authority has established a target of twenty (20%) percent.

d. In submitting a bid, the Contractor must certify that he will comply with the above. This shall include submission of an affidavit (attached GF-3a), which will be properly executed by the Contractor. Failure to provide the affidavit may be cause for the contractor's bid to be rejected at the discretion of the Authority.

SC-21 MINORITY BUSINESS ENTERPRISE (MBE) REQUIREMENTS

e. The Authority will require that the Contractor provide evidence that the Minority Business Enterprise provisions are being met during the duration of the contract.

f. In the event the Authority determines the contractor is not in compliance or that the condition appears to be developing, the Authority shall then take steps necessary to correct the situation in order to be in compliance.

g. The above referenced MBE provisions are considered to be integral and substantive portions of this contract in the same fashion as all other substantive portions of this contract, and breach or non-compliance therewith will result in a breach and/or default of the Contract, with imposition of any and all sanctions provided for herein as may be appropriate at the discretion of the Authority.

SC-22 MAINTENANCE BOND

Prior to final payment the Contractor shall be required to supply a Maintenance Bond in an amount of 5 % of the total contract award for one (1) year(s).

SC-23 INSURANCE

a. The section below is in addition to the requirements of the "General Conditions" Section 31 Insurance, Page GC-9. (See Pg. SC-9a for sample certificate).

b. General Liability shall include the following with minimum coverage of \$500,000 per occurrence.

- Comprehensive Form
- Premises/Operation
- Underground Explosion & Collapse Hazard
- Products/Completed Operation
- Contractual
- Independent Contractor
- Broad Form Property
- Personal Injury
- Excess Liability

c. All policies shall name the PHA as additional insured with the PHA listed as the certificate holder.

SC-24 CONTRACTING OFFICER

The Contracting Officer, pursuant to and for the purposes of all of the provisions of this contract and its conditions and specifications, will be designated by the Executive Director of the Passaic Housing Authority in the proceed letter to the contractor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	
	PHONE (A/C No. Ext.)	FAX (A/C No.)
INSURED	E-MAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	POLICY NO.	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB					EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB	CLAIMS-MADE <input type="checkbox"/>				AGGREGATE \$
	DED. RETENTION \$ 10,000					\$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Housing Authority of the City of Passaic
52 Aspen Place
Passaic, NJ 07055

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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SC-25 LEAD-BASED PAINT PROHIBITION

The use of any materials, equipment, supplies, products, etc. containing lead-based paint is prohibited. Compliance with 24 CFR Part 35 prohibiting the use of lead-based paint is required.

BID FOR: BOILER SERVICE, MAINTENANCE, AND REPAIR

SITE: SPEER VILLAGE, VREELAND VILLAGE, MURPHY, HECHT AND ASCENCION

SC-26 SECTION THREE (3) CLAUSE

(a) The work to be performed under this contract is subject to the requirement 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 by 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.

(b) 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.

(c) 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; and the anticipated date the work shall begin.

(d) 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 actions, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR 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.

(e) 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

BID FOR: BOILER SERVICE, MAINTENANCE, AND REPAIR

**SITE: SPEER VILLAGE, VREELAND VILLAGE, MURPHY, HECHT AND
ASCENCION**

SC-26 SECTION THREE (3) CLAUSE (con't)

executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

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

(g) With respect to work performed in connecting with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) 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 derogation of compliance with section 7(b).

Signature of Company Officer

Title

Signature of Company EEO Representative

**SC-11
(End of Section)**

**PASSAIC HOUSING AUTHORITY
AFFIRMATIVE ACTION PROGRAM
FOR
EQUAL EMPLOYMENT OPPORTUNITY**

THE PROGRAM WHEN ACCEPTED, AND MAINTAINED BY A
CONTRACTOR WILL BE CONSIDERED AS MEETING
THE MINIMUM REQUIREMENTS OF
AFFIRMATIVE ACTION
REQUIRED BY
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AFFIRMATIVE ACTION PLAN

INTRODUCTION

1. All contractors and subcontractors on HUD assisted construction projects are obligated to take affirmative action to ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex or national origin.
 - (1) Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; including apprenticeship; posting in a conspicuous place, available to employees and to applicants for employment; notices regarding the equal employment opportunity requirements of Executive Order 11246.
 - (2) Certain Local Housing Authority* contractors and subcontractors are required to prepare and submit their affirmative action programs in writing and to submit annual equal employment opportunity reports. These include contractors and subcontractors on:
 - (a) Prime contracts of \$10,000 or more
 - (b) Subcontract of \$10,000 or more on projects costing \$100,000 or more or
 - (c) Contracts or subcontracts which are not covered by items (a) and (b) above, but which because of location, previous patterns or practices, or other special factors are specifically identified by the HUD Contract Compliance Officer.
2. The Written affirmation Action Plans of contractors and subcontractors if different from the plan outlined here are subject to review and approval by HUD Contract Compliance Officer (or his designee).
3. A Contractor or Subcontractor is required to submit one (1) copy of his written affirmative action plan to the Local Housing Authority at the opening of bids. Failure to submit a plan may be cause to reject such bid.

*Herein after referred to as "LHA".

EQUAL EMPLOYMENT OPPORTUNITY

H.U.D. REQUIREMENTS

The Contractor, in addition to compliance with the Affirmative Action Plan, agrees to comply with the following: the LHA shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is to be performed pursuant to this contract, the following Equal Opportunity clause: "During the performance of this contract, the contractor agrees as follows":

(A) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race color, religion, creed, sex or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicant for employment, notices to be provided by the LHA setting forth the provisions of the Equal Opportunity clause.

(B) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, stat that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, or national origin.

(C) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the LHA advising the said labor union or worker's representative of the contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(E) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Government and the Secretary of Labor, for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(F) In the event of the contractor's non-compliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.

(G) The contractor will include the portion of the sentence immediately preceding Paragraph (A) and the provisions of Paragraph (A) through (G) in every subcontract or purchase order unless exempted by the rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the Government may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Government, the contractor may request the United States to enter such litigation to protect the interests of the United States."

GOALS

1. During the performance of the contract, the contractor and all his/her subcontractors, assignees, and successors will agree to:

- I. Laws Rules and Regulations:

To carry out and be subject to the purposes and requirements of all Federal, Statutory, regulatory, Executive Order, and contractual requirements relating to equal employment opportunity.

- II. Goals and Timetables:

Promote the full realization of equal employment opportunity and minority manpower utilization by employing not less than the required percent ratio of minority employee man hours in each job category. The minority work ration should be substantially uniform throughout the duration of the contract.

In reaching the goals of minority manpower utilization required of bidders, contractors and subcontractors, every effort shall be made to find and employ qualified journeymen and apprentices. This contract places upon the contractor the burden of proving that he has done everything possible within the good faith procedure to achieve his goal. The goal for years 1990, 1991 and 1992 to be achieved by a contractor working for the Housing Authority of the City of Passaic is Twenty Percent (20%).

CONTRACTOR COMPLIANCE CRITERIA

A contractor will normally be considered in compliance when:

1. His work force in each trade meets the goals established herein.
2. Non-union or merit shop contractors have the obligation for reaching these goals through company or corporate controlled employment practices.
3. Measuring Good Faith – When a contractor has failed to meet his goal, his efforts to reach his goal must include the following:
 - a. Prior to hiring any employees for a project, contractor shall determine whether the existing labor force referral procedures will produce minority participation on his project, which equal or exceed the minority employment goal for the project.
 - b. If prior experience of the contractor with any local union from which he will secure employees does not indicate that it will refer sufficient minority persons to meet his minority employment goals, the following procedures should apply.
 - (1) Notify the Housing Authority of the City of Passaic and at least one minority referral organization of his manpower needs, and request referral or minority workers;
 - (2) Notify any minority workers who have been listed with him as awaiting available vacancies;
 - (3) Employ minority workers in sufficient number to meet the minority employment goal;
 - (4) Not more than five (5) working days prior to commencement of work contract shall request the local union to refer workers to fill job openings;
 - (5) The contractor shall leave standing requests for additional referral of minority workers with the local union, the state employment service and the other referral sources until such time as he has met his minority employment goal;
 - (6) If the contractor desires to lay off some of his employees in a given trade on the construction site, he shall assure that sufficient minority employees remain on the site to meet the minority employment goal. Any minority workers laid off shall be employed by the contractor on any other construction site in the area on which he has not met his goal.
 - (7) Each contractor shall keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract.

- (8) All records shall be kept on forms available from the Housing Authority of the City of Passaic and shall be submitted promptly to the agency upon request.
- (9) No contractor who fails to reach the goal for minority employment on any job in any trade shall be deemed to have a good faith effort to reach that goal, pursuant to the affirmative action guidelines herein, unless he keeps these records.
 - (a) An Officer of the contractors firm shall be identified and assigned as an equal employment opportunity policy officer to serve as a focal point for complaints.
 - (b) Nothing contained in these General Conditions shall preclude the contractor from complying with the union hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall arrangement, and where required by custom or agreement, he 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 minority persons or the failure to refer minority group persons so that the contractor will be unable to meet his obligations under these General Conditions, the contractor shall consider for employment persons referred under this paragraph without regard to such agreement or arrangement.

(10) NON-COMPLIANCE

The Local Housing Authority shall report to the Equal Opportunity Representative in the Area Office any complaint received from an employee or an applicant for employment with any contractor or subcontractor subject to Executive Order No. 11246 and cooperate in special compliance reviews or investigations of complaints as requested by the HUD Contract Compliance Officer.

- (1) The Local Housing Authority shall carry out sanctions against a contractor or subcontractor as required by HUD or the Department of Labor and furnish information as required by HUD or the Department of Labor.
- (2) In the event HUD and/or the Housing Authority of the City of Passaic determines the contractor is not in compliance, or that the condition appears to be developing, the Housing Authority of the City of Passaic shall make a preliminary report to correct the situation and will notify the contractor in writing of the steps to take to be considered in compliance.

Failure to achieve compliance will result in the contracting agency's imposing one or more of the following sanctions:

- (a) Suspension of any payment;
 - (b) Termination or cancellation of the contract; and
 - (c) Denial of the right to participate in future contracts awarded.
- (3) All Local Housing Authority contracts for more than \$10,000 are subject to Executive Order No. 11246 or September 24, 1965 as amended by Executive Order No. 11375 of October 13, 1968.

UNION STATEMENT

When the contractor has a referral agreement or arrangement with union covering workers to be employed on the project, he shall submit a statement signed by and authorized union official, in which the union agrees as follows:

1. The union will take such action as may be necessary with respect to the referral and the employment of minority group persons in order to enable the contractor to meet his obligations under these General Conditions.
2. The Contractor will promptly notify the Housing Authority of the City of Passaic of any failure of a union to comply with its statement. If a union has refused to sign the statement described above, contractor will document his efforts to obtain such statement including the reasons given by the union for not signing such statement, and submit such documentation.

In addition, the award of a subcontract will not be approved if such contractor has not submitted such an acceptable union statement or an explanation of the failure to obtain such a statement.

The failure of the union to sign the statement described above does not excuse the contractor from his obligations to comply with the conditions and provisions of the Affirmative Action Programs set forth herein for the Housing Authority of the City of Passaic a contract will be unresponsive if unaccompanied by a six (6) month (projected) manning table for all trades.

If a contractor is a member of a "Home Town Plan" or a member of a "imposed Plan", that supersedes the requirements of the Housing Authority of the City of Passaic Affirmation Plan. The Housing Authority Plan need not apply, if the Home Town Plan or Imposed Plan is approved by the Authority.

SUBCONTRACTORS

Each prime contractor is responsible for the performance of his subcontractors for the implementation of the aforementioned equal employment requirements during the performance of the contract. Whenever the contractor subcontracts a portion of the work on this project, the contractor shall bind the subcontractor to the obligations contained in these General Conditions to the full extent as if he were the contractor. Furthermore, the contractor must include a provision in all contracts with subcontractors to insure compliance with all other conditions included herein.

NON-DISCRIMINATION

The commitments of the contractor hereunder are for the purpose of satisfying his affirmative action obligation under these General Conditions and is not intended, and shall not be used, to discriminate on the basis of race, sex, color or national origin against any qualified applicant or employee.

REPORTS

Manpower Reports – The goals are expressed in terms of man hours to be worked by minorities during the performance of the contract. The reports are to be made out weekly and submitted on a monthly basis to the Acting Affirmative Action Officer of the Housing Authority of the City of Passaic.

Failure to submit manpower reports shall be cause to withhold payments to the contractor until such reports are made available.

MINORITY DEFINITION

For the purposes of this Contract, "Minority" refers to Black Americans, Spanish Surnamed Americans, American Indians, Women and Others.

ADMINISTRATION

All correspondence should be mailed to: Affirmative Action Officer, Housing Authority of the City of Passaic, 52 Aspen Place, Passaic, New Jersey 07055, (973) 365-6330.

BID FOR: Boiler Service, Maintenance, and Repair

AFFIRMATIVE ACTION PLAN

The employment policies and practices of the

(NAME OF COMPANY)

Company are to recruit and to hire employees without discrimination because of race, sex creed, color or national origin, and to treat them equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

This company submits this Plan to assure compliance with Executive Order 11246 and/or subsequent orders that may pertain to this program and to reaffirm its continued commitment to a program of equal employment opportunity and merit employment policies.

It agrees to assert leadership with the community and to put forth the maximum effort to achieve full employment and utilization of the capabilities and productivity of all our citizens without regard to race, sex, creed, color or national origin.

This company further recognizes that the effective application of a policy of merit employment involves more than just a policy statement and will, therefore, undertake a program of affirmative action to make known that equal employment opportunities are available on the basis of individual merit and to encourage all persons to seek employment with the company and to strive for advancement of this basis.

This company also agrees to abide by this plan, and will maintain its committed goals with a good faith procedure until the completion of this contract.

Signature of Company Officer

Title

Signature of Company EEO Representative

AAP-9