

# **BID** **for Appliances**

**Due: 11 AM Tuesday, March 26, 2024**



**Housing Authority of the City of Passaic  
52 Aspen Place  
Passaic, New Jersey 07055**

**Ron Van Rensalier  
Executive Director**

# **HOUSING AUTHORITY of the CITY of PASSAIC INVITATION TO BID for APPLIANCES**

## **TABLE OF CONTENTS**

### **Specifications & Forms for Submittal**

1. Legal Advertisement .....	Page 1
2. Bid Requirements .....	Page 2-4
3. Bid Sheet .....	Page 5
4. Business Registration .....	Page 6
5. Non-Collusive Affidavit .....	Page 7
6. Stockholder Disclosure .....	Page 8
7. Certifications and Representations of Offerors HUD-5369C .....	Page 9-11
8. Affirmative Action Compliance Notice .....	Page 12
9. Addendum Acknowledgement .....	Page 13
10. Prohibited Russia-Belarus Activities & Iran Investment Activities .....	Attachments

### **FOR REVIEW**

11. Instructions to Offerors HUD-5369B .....	Page 14-15
12. Mandatory Affirmative Action Language .....	Page 16-17
13. Americans with Disabilities Act of 1990 Language .....	Page 18
14. Required Bid Document Submission Checklist .....	Page 19

## **PASSAIC HOUSING AUTHORITY INVITATION TO BID**

The Housing Authority of the City of Passaic (hereinafter called the Authority) will receive sealed bids for **Appliances: Ranges and Refrigerators**.

Bids are due on or before **11:00 AM on Tuesday, March 26, 2024**, at the Authority offices, 52 Aspen Place, Passaic, New Jersey 07055, Attention: Natasha Pearson. Each bidder shall submit one (1) original and one (1) copy enclosed in a sealed envelope, bearing the name of the bidder, upon which shall be designated:

**"Invitation to Bid - Appliances".**

**LATE BIDS WILL NOT BE ACCEPTED.**

*Bidding documents, including specifications, may be obtained on the Authority's website [www.passaichousing.org](http://www.passaichousing.org) by clicking the "Procurement" tab. You may request an electronic bid packet via e-mail at [gcandelaria@passaichousing.org](mailto:gcandelaria@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.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. (Affirmative Action Program, Equal Employment Opportunity).

These bids are being solicited through a Fair and Open process in accordance with N.J.S.A, 19:44A-20.4 et seq.

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: March 10, 2024**

Legal Advertisement

**By: Glenny Candelaria  
Procurement Specialist**

**For: Ron Van Rensalier  
Executive Director**

## SPECIFICATIONS

The Housing Authority of the City of Passaic (hereafter called the Authority) is hereby seeking bids for ranges and refrigerators.

<u>Item No.</u>	<u>Qty.</u>	<u>Size</u>	<u>Description</u>
1.	65	18 cu. ft.	Refrigerator - no frost - two (2) doors – Model - ENERGY STAR Equipment - Reversible doors - color White - GE – Model No. GTE18CTH or equivalent.
2.	35	17 cu. ft.	GE Top Freezer Refrigerator – color White - Model No. GPE 1 7DTH or equivalent
3.	3	11 cu. ft	White LTNC11121Y or equivalent
4.	3	18 cu. ft	White GTE18DT NRWW or equivalent
5.	3	21	White GTE21GT HWW or equivalent
6.	60	30 in.	Gas range w/ electric ignition - color White - ENERGY STAR Equipment – Hotpoint - Model No. RGBS300 DM or equivalent.
7.	30	24 in.	Gas range w/ electric ignition – color White – ENERGY STAR Equipment – Hotpoint- Model No. RGAS300DM or equivalent.
8.	8	30 in.	Electric Range – color White– ENERGY STAR Equipment – GE– Model No. JBS460DM or equivalent.
9.	5	30 in.	Electric Range glass top-color white JBS60DK1 or Equivalent
10.	2	30 in.	Electric stove ADA (front buttons) white JB450DF or Equivalent
11.	2	24 in.	Electric Stove white RA724K WH or equivalent
12.	<b>Replacement Parts</b>		The Bidder shall include the price of replacement parts for each of the appliances listed on the BID. This shall include but not be limited to refrigerator and freezer gaskets, handles, motors, stove ignitors and switches,

replacement burner grates, oven racks, and oven door handles.

If replacement parts are sold directly from the Manufacturer please include the name of the vendor and part numbers or lists.

13. Warranty

The Bidder shall include all warranties in place on new appliances delivered. This should include and not be limited to with whom the warranty is held and any additional charges that will be billed to the Authority in the event a warranty on an appliance is used.

Delivery will be on an as need basis. Prices will remain fixed for length of contract. All shipments must be complete at time of delivery. The Authority will not receive partial shipments. **Warranties on appliances are not to take effect until the appliance is put into use.**

The Authority will select items listed above or approved equivalent, price and delivery charge if any. The Authority reserves the right to select individual appliances and issue separate orders for those appliances if it is in the best interest of the Authority. The Housing Authority of the City of Passaic reserves the right to select individual appliances and issue separate orders for those appliances if it is in the best interest of the Authority. The Authority reserves the right to interchange quantities of appliances on an as needed basis.

**The Bid Opening** will be held at **11:00 AM** (prevailing time) on **Tuesday, March 26**, in the Conference Room of the Administration Building, 52 Aspen Place, Passaic, New Jersey 07055. **LATE BIDS WILL NOT BE ACCEPTED. ALL BIDS ARE TO BE SEALED WITH NAME OF BID PRINTED ON THE OUTSIDE OF ENVELOPE.**

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

Photocopies or telefax copies of bid **will not be accepted** in lieu of originals.

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

**Bid Submittal Requirements:**

Bidders must submit the following with their Bids:

1. Bid Sheet.
2. Business Registration Certificate.
3. Non-Collusion Affidavit.
4. Stockholder Disclosure Certification.
5. Certifications and Representations of Offerors for Non-Construction Contracts Form HUD-5369C
6. Affirmative Action Compliance Notice
7. Acknowledgement of Receipt of Addenda- must be submitted regardless if issuance of addenda

**Forms for Review**

1. Instructions to Offerors Non-Construction Form HUD-5369B
2. Mandatory Equal Employment Opportunity Language
3. Americans with Disabilities Act of 1990 Language

**APPLIANCES: REFRIGERATORS & RANGES**  
**BID SHEET**

<b>Name of Company:</b>	
<b>Contact Name:</b>	
<b>Title:</b>	
<b>Address:</b>	
<b>Phone No.:</b>	
<b>Fax No.</b>	
<b>Email:</b>	

	Qty.	Description- Make & Mfg. Model No.	Unit Price	Delivery Charge
18 cu. Ft. Refrigerator, no frost, two (2) doors, reversible doors, Color: White	65			
30-inch Gas Range with Electric Ignition, Color: White	60			
24-inch Gas Range with Electric Ignition, Color: White	30			
30 inch Electric Range Color: White	8			
17 Cu. Ft. top freezer refrigerator, Color White	35			
Refrigerator White LTNC11121Y 11 cu. Ft.	3			
Refrigerator White GTE18DT NRWW	3			
Refrigerator White GTE21GT HWW	3			
Electric Range glass top white JBS60DK1	5			
Electric stove ADA (front buttons) white JB450DF	2			
Electric Stove white RA724K WH	2			
Replacement Parts	On Demand			

SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

**HOUSING AUTHORITY OF THE CITY OF PASSAIC  
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

· **No addenda received:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**FORM OF NON-COLLUSIVE AFFIDAVIT  
AFFIDAVIT**

State of \_\_\_\_\_  
County of \_\_\_\_\_

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(Name of Affiant) (Name of Municipality)

in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of full age,  
being first duly sworn, according to law on my oath depose and say that:

he is \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Title of Position) (Name of Firm)

the party making the foregoing proposal or bid entitled **Appliances: Ranges and Refrigerators**, and that I executed the said 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\_\_\_\_\_.

Notary Public of \_\_\_\_\_

My commission expires \_\_\_\_\_ 20\_\_\_\_\_.

**S E A L**

# STOCKHOLDER DISCLOSURE

## STATE OF NEW JERSEY

## CHAPTER 33 PL 1977

Chapter 33 of the Public Laws of 1977 (N.J.S.A. 52:25-24-2) 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 setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein. Form of Statement shall be completed and attached to the proposal.

NAME OF BUSINESS: \_\_\_\_\_

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

**OR**

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

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

***Check the type of business that represents your organization:***

Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_  
Limited Partnership \_\_\_\_\_ Limited Liability Corporation \_\_\_\_\_ Limited Liability Partnership \_\_\_\_\_

**Subchapter S Corporation**

**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. Please sign and notarize the form below.**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

Subscribed and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Affiant

(Notary Public)

\_\_\_\_\_  
Print Name & Title of Affiant

My Commission expires:

(Corporate Seal)

**Form also available:** <http://www.hud.gov/offices/adm/hudclips/forms/hud5a.cfm>

# Certifications and Representations of Offerors

## Non-Construction Contract

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

Public reporting burden for this collection of information is estimated to average 5 minutes 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.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

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

- (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.

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

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

### 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror 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 small business concern. "Women-owned," as used in this provision, means a small 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 enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned 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)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror'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/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror'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/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
  - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
  - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

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

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Signature & Date:

---

Typed or Printed Name:

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Title:

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**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

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

OR

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

OR

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

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

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

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

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## 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](http://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.*

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	

## BUSINESS REGISTRATION CERTIFICATE

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 is to ensure that all businesses and their subsidiaries receiving government contracts are registered with the State Division of Revenue and 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.

Below 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 08647-0252

**TAXPAYER NAME:**  
**TAX REGISTRATION TEST ACCOUNT**

**TRADE NAME:**  
**CLIENT REGISTRATION**

**TAXPAYER IDENTIFICATION#:**  
**970-097-382/500**

**SEQUENCE NUMBER:**  
**0107230**

**ADDRESS:**  
**847 ROEBLING AVE  
TRENTON NJ 08611**

**ISSUANCE DATE:**  
**07/14/04**

**EFFECTIVE DATE:**  
**01/01/01**

**FORM-BRC(08-01)**

*[Signature]*  
Acting Director

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

# INSTRUCTIONS TO OFFERORS – HUD-5369-B

## 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:]

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

## **AMERICANS WITH DISABILITIES ACT OF 1990 Language**

### **Equal Opportunity for Individuals with Disability**

The contractor and the Housing Authority of the City of Passaic, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

# HOUSING AUTHORITY OF THE CITY OF PASSAIC

**BID FOR: APPLIANCES**

## **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):***

<b>Required By Owner</b>	<b>Submission Requirement</b>	<b>Submitted with Bid (Bidder's Initials)</b>
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 (if applicable)	
X	Certificate(s) of Insurance^	
X	Prohibited Russia-Belarus Activities & Iran Investment Activities	
X	Questionnaire Financial Statements within last twelve (12) months (if applicable)	
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 (if applicable)	
X	Statement of Compliance for HUD determined Wage Rates in effect on the bid opening date (if applicable)	
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#: \_\_\_\_\_

Invitation to Bid for Appliances: Ranges & Refrigerators