

**Housing Authority of the Borough of Highland Park**  
**242 South Sixth Avenue, Highland Park, NJ 08904**  
Phone: (732) 572-4420 Fax: (732) 985-6485  
Donna Brightman, Executive Director

**February 27, 2017**

**Request for Proposals**

**Elevator Maintenance and Repair Services**

**Highland Park, New Jersey**

**Proposals Due By 2:00 PM on Tuesday, April 11, 2017**

**Please print only necessary  
documents!!!**

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# **Highland Park Housing Authority Request for Proposals Elevator Maintenance and Repair Services**

**I. INTRODUCTION** The Housing Authority of the Borough of Highland Park (Authority) is requesting proposals from qualified, established professional elevator maintenance and repair services contractors (Contractors) to provide monthly elevator maintenance and as-needed repair services for two elevators in the Samuel J. Kronman Building located at 242 So. Sixth Ave., Highland park, NJ 08904. The contractor shall have the capability to inspect, troubleshoot and repair any and all elevator problems.

Contractors are requested to make an appointment to visit the site in order to assess the current equipment so that a more accurate proposal may be submitted. A site visit is not mandatory but strongly suggested. Please email [CSmolder@optonline.net](mailto:CSmolder@optonline.net) to make an appointment.

Proposals will be received by the Authority until 2:00 PM on Tuesday, April 11, 2017.

The contractor must have all applicable State licenses and must comply with all other pertinent laws, rules and/or regulations.

**II. TERM OF CONTRACT** If awarded, the contract resulting from this Request shall be executed for a period of two (2) years, from May 1, 2017 – April 30, 2019 subject to the availability of funds. The Authority reserves the right to extend the contract for (2) two additional 12-month periods, or (1) one 2-year period, providing all rates and terms remain the same and both parties are in agreement.

**III. GENERAL CONDITIONS** The general conditions set forth below are **in addition to** form HUD 5370-C Section II, General Conditions for Non-Construction Contracts, included herein, and should be reviewed prior to bid submission, as the document shall be part of the contract signed between the Authority and the Contractor.

1. The contractor must demonstrate through references that they, or their principles assigned to the project, have sufficient capacity (material, supplies and manpower) to complete services as outlined in this Request.
2. The Authority reserves the right to accept or reject any and all proposals, if it is in the best interest of the Authority to do so.
3. If applicable, the successful bidder shall be solely responsible for obtaining all federal, state, county and municipal approvals, licenses and permits, and shall comply with all applicable governmental laws, rules, regulations, including HUD, and orders respecting the premises and the use thereof.
4. Prior to the commencement of the contract term with the Contractor, it shall be the obligation of the Contractor to obtain and maintain Workmen's Compensation and Employer's Liability Insurance in accordance with the laws of the state of New Jersey, minimally as follows:
  - Workmen's Compensation and Employer's Liability Insurance in accordance with the laws of the state of New Jersey.

- Comprehensive General Liability Insurance covering bodily injury and property damage, covering claims made at any time prior to, during, or subsequent to completion of the Contractor's services with a limit of not less than \$1,000,000 per occurrence on bodily injury and death, and \$500,000 annual aggregate on property damage. The Authority shall be named as additional insured in this policy.

The Contractor shall provide the Authority with a Certificate of Insurance, evidencing compliance with this section and providing the Authority with thirty (30) days prior written notice of cancellation or amendment of said policy.

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

5. A **sample** of the required contract agreement is attached as Appendix B. Upon approval of award of the contract by the Board of Directors, the contractor and the Authority shall sign the contract with a commencement date of May 1, 2017.
  6. All work shall be provided in a professional workmanlike manner. **While working on behalf of the Authority, all related safety codes including OSHA shall herewith be complied.**
  7. The rates provided in the Proposal shall include full compensation for labor, equipment use, travel time and other costs to the Contractor. No other compensation shall be awarded to the Contractor.
  8. 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 Authority 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.
  9. Contract shall be awarded to the lowest responsive, responsible bidder. After the contract has been awarded, but before any written orders are placed against the contract, the Contract Administrator will conduct an orientation conference with the Contractor and appropriate representatives of the Authority for the purposes of aiding both the Authority and Contractor personnel to achieve a clear and mutual understanding of general contract requirements. However, this conference shall not relieve the Contractor of responsibility for complying with any of the terms and conditions of the contract.
- If the post-award orientation is held, the Contract Administrator will provide specific details regarding the date, time, and location of the conference, and information regarding the items/topics to be discussed.
10. The Contractor shall be compensated as put forth on the proposal form attached herein.
  11. These specifications are for as needed services only. The Authority reserves the right to separately bid or receive quotes for separate projects if it is in the best interest of the Authority to do so.
  12. Contractors shall be excused from performance hereunder during the time and to the extent that the Contractor is prevented from obtaining, delivering, or performing in the customary manner by acts of God, fire, war, loss or shortage of transportation facilities, lockout or

commandeering of raw materials, products, plants, or facilities by the government. The Contractor shall provide the Authority substantiating evidence that non-performance is due to other than fault or negligence on his part.

**IV. TECHNICAL SPECIFICATIONS** The Contractor agrees to furnish to the Authority on the terms and conditions set forth herein, maintenance and service on two elevators at the following location:

**KRONMAN BUILDING, 242 SO. SIXTH AVE., HIGHLAND PARK, NJ 08904**

<b>Number and types of elevators</b>	2 Traction Cars
<b>Number of stops</b>	6 (L, 1-5)
<b>Machine type</b>	Geared overhead traction
<b>Machine manufacturer</b>	Watson XEA
<b>Hoist motor</b>	Reuland type A000 10 hp
<b>Motor generator</b>	None installed
<b>Controller</b>	Elevator Controls
<b>Operation</b>	Duplex, VVVF A.C.
<b>Car and hall push-buttons</b>	St, Stl, Vandal resistant
<b>Door operator</b>	GAL
<b>Interlocks</b>	GAL MO
<b>Car door tracks and hangers</b>	GAL
<b>Hoistway door tracks and hangers</b>	GAL
<b>Door closers</b>	GAL spring
<b>Door protection</b>	Mechanical edge
<b>Hoistway doors</b>	S.S., slide with vision panels
<b>Power supply</b>	208 volts, 3 hp 60 hz
<b>Car speed</b>	100 fpm
<b>Last five year test date</b>	N/A

## **SECTION 1. SERVICE**

- A. **SERVICE** shall be available on a twenty-four hour basis. The Contractor shall maintain a continuous telephone service where he can be reached twenty-four hours each day, seven days each week, Sundays and Holidays included. Work included is as follows:
1. Where repairs are required with respect to elevators, the Contractor shall do whatever is necessary to restore and maintain such elevator in a safe operating condition. All equipment scheduled to remain after the elevator has been rehabilitated shall be repaired and maintained, strictly in accordance with the terms of these specifications. Repairs and maintenance to parts that have been replaced or repaired shall be maintained strictly in accordance with the specifications.
  2. After the award of this Contract, the bidder shall furnish to the Authority for approval, his maintenance check list in a form suitable for monthly submission to the Authority.
  3. The Contractor shall be responsible for correcting violations and complying with requirements of all applicable public agencies having jurisdiction or the Authority's insurer provided that such violation shall not have been placed or requirement made prior to the date of acceptance of this agreement and provided that the violation or requirement does not necessitate any additions or changes to the present elevator equipment or parts, or

its method of operation. Requirements of public agencies shall include, but shall not be limited to, periodic testing, witnessing of test and properly reporting same to the Department of Buildings and to the Authority, including correction of defects by the Contractor.

4. It is the Scope of these specifications that the Contractor shall provide all labor, materials, transportation, equipment and necessary appurtenances to maintain, service and repair the two (2) elevators specified herein. The Contractor shall be responsible for making scheduled and emergency service calls and for providing as nearly uninterrupted elevator service as possible during the term of the Contract. It is the Contractor's responsibility to maintain optimum efficiency and safety of the elevators by timely replacement of any parts which show excessive wear and approaching failure.
  5. In addition, the Contractor shall perform certain work on a routine basis as specifically stated herein.
  6. During the normal course of Preventive Maintenance Work, the Contractor shall be responsible for maintaining all light fixtures, including bulb replacements in the elevator machine rooms, elevator pits, top and bottom of elevators.
- B. EMERGENCY CALLS will be responded to within two hours' time after the Contractor or his answering service receives notification. In the event the Contractor does not meet this requirement, the Authority will, as its discretion, be allowed to engage the services of others to make necessary repairs. The cost of such work shall be deducted from any payments due the Contractor.

## **SECTION 2. MAINTENANCE**

- A. The Contractor shall maintain all elevator equipment as hereinafter specified on terms and conditions subsequently set forth, and shall provide all labor and materials necessary to keep the elevator equipment properly adjusted and maintained for correct, efficient and safe operation at all times.
- The Contractor shall use only qualified, trained and experienced technicians directly employed and supervised by him and shall use all reasonable care to maintain the elevators in proper and safe operating condition so as to satisfy all insurance inspections and Government safety codes.
- B. The Contractor shall maintain the efficiency, safety and speeds specified and as designated by the manufacturer of the equipment at all times including acceleration, retardation, contract speed in feet per minute either with or without full load, floor-to-floor time, and door opening and closing time. The Contractor must, upon request, provide engineering data, including wiring diagrams to prove they conform with the manufacturer's designated specification.
1. DOOR PERFORMANCE: In evaluating door performance, complete door opening and closing times will be used in addition to a determination that the doors open smoothly and close smoothly without slamming.
  2. LANDING PERFORMANCE: Landing accuracy shall be plus or minus one-fourth inch regardless of the number of passengers, up to car capacity.
  3. CONTRACT SPEED PERFORMANCE: Contractor shall maintain contract speed at plus or minus five percent of that specified by the manufacturer.
- c. The Contractor shall monthly and systematically examine, adjust, clean, lubricate, furnish lubricants as recommended by the manufacturer, and when conditions warrant, repair or

replace machine, motor, generator and controller brake, pump, valves, microprocessor unit, garvac units, selector tapes, magnet coils, brake shoes, brushes, windings, commutators, bearings, windings and coils, contacts and relays, rotating elements, coil contacts, resistors and contractors magnet frames, packing, drive belts, strainers and mufflers, controllers, selectors, leveling devices, operating devices; above ground piping, electric eyes, main line fuses and other mechanical and electrical parts at no additional cost to the Authority.

Contractor's regular servicing visits to the Authority shall be a minimum of once per month and spaced within thirty day intervals.

- D. Contractor's personnel shall report to the Authority office located at 20 Bunns Lane or as designated by the Authority and sign in prior to commencing work, and upon completion of work, a detailed written report of the work performed will be left with the Housing Authority.
- E. The Contractor shall keep the guide rails properly cleaned and lubricated at all times except where roller guides are used, and when necessary, renew, replace guide shoe gibs or guide rollers in order to assure smooth and quiet operation.
- F. The Contractor shall examine all elevators monthly; clean, lubricate, adjust, and when conditions warrant, repair or replace all safety devices and governors including but not limited to inter locks and door closures; buffers; limit, landing slow-down switches; door protective devices; alarm bells, and equalize the tension on all hoisting ropes. The Contractor shall renew all wire ropes as often as necessary to maintain an adequate factor of safety, and repair and/or replace conduits or cables as necessary.
- G. The Contractor shall make all necessary electrical repairs of all rotating elements including the rewinding of the gearless machine armatures and the motor generator set armatures.
- H. The Contractor shall monthly examine, clean, lubricate, adjust, and when necessary repair or replace the following accessory equipment: car and corridor operating stations, car and corridor hangers and treaches, door operating devices, all door gibs and car fans.

### **SECTION 3. REPLACEMENT PARTS**

- A. The Contractor shall maintain a supply of genuine manufacturer's equipment and parts such as motors, brakes, control and selector parts, etc. Materials to be used are to be genuine parts manufactured by the company which originally furnished and installed the elevator. NO SUBSTITUTIONS SHALL BE PERMITTED.
  - 1. **STORAGE:** To insure the maximum use of the elevator equipment and to minimize shutdown time for emergency repairs, the Contractor will be required to have and maintain in the elevator motor room in metal cabinets furnished by him, a supply of genuine manufacturer's parts sufficient for normal and emergency maintenance and repair of the elevators. Such parts shall include but shall not be limited to, controller parts including coils, contacts, relays, carbon, copper and silver contacts where contacts are renewable, contact insulations, contact springs and shunts for any of the switches of the controller, brake, governor, inter-locks, limit switches, etc., brushes for motor generator sets and door motor replacements. These parts shall be genuine and obtained from the manufacturer of the elevator equipment and must be delivered and stored at the job site within twenty-one days after execution of the Contract. NO SUBSTITUTES WILL BE PERMITTED.

## **SECTION 4. SCHEDULED SERVICE EXAMINATIONS**

- A. During regularly scheduled service examinations as further noted in this specification, the Contractor will:
1. **CLEAN** The elevator machine including pump, valves and motor; control equipment including controller and the car and hoistway operating devices; safety equipment including interlocks and automatic door protective devices; door operator equipment including linkages, drive motor, speed reduction unit and elector-mechanical or motor operated cam devices. In addition, periodically brush down and vacuum the hoistway, divide beams, door hangers, car top and bottom, door sills (beyond opening) and pit.
  2. **LUBRICATE** Roller guides, pumps motors, couplings and guide rails (where required), valve control equipment, interlocks, automatic door operation and its linkage parts. Lubricants and greases furnished under this agreement will conform to the manufacturer's recommended procedures.
  3. **ADJUST** Associated equipment and devices, including the following provided the adjustment can be performed by the Contractor as part of a normal examination:
    - a. Operating switches and relays on the following: controller, leveling devices, door operator system including door protective device, car and hall button operating stations, and in the hoistway and pit.
    - b. Mechanical and electro-mechanical devices (not requiring disassembly for adjustment) including pumps, pump motors, valves and valve operators, plunger packing glands, linkages, hangers, interlocks, pit equipment, cams and rollers, roller guides and guide shoes.
  4. **SCHEDULE** A schedule of work shall be provided by the Contractor to the Authority one week prior to start of work. Any overtime necessary to maintain this schedule shall be the responsibility of the Contractor and shall not entitle him to additional compensation.
  5. **INSPECT** All inspection and testing under this Contract shall be performed by or under the direct personal supervision of someone having technical knowledge and competence in the work satisfactory to the Authority and also having at least five years experience in elevator inspection, installation or maintenance, satisfactory to the Authority.
  6. **NOTIFY** Housing Authority shall be notified twenty-four (24) hours in advance of any inspections/tests, in order to have the option of witnessing such inspections or tests.
  7. **DAMAGE** Any damage to Authority property, which occurs during the performance of testing as required by specification and manufacturer standards, is assumed by the Authority excepting:
    - a. Where the Contractor has not performed the required inspections in accordance with the Contract requirements.
    - b. Where the Contractor has improperly performed the required inspections and tests.
    - c. Where the resulting damages to property are directly due to the negligent acts or omissions or willful misconduct of the Contractor or its employees.
- B. **ADDITIONAL REQUIREMENTS OF THE CONTRACT ARE AS FOLLOWS:**
1. Contractor shall furnish all labor, materials and equipment necessary to perform periodic inspection and safety tests required by ANSI A17.1-1987 Safety Code or any other state,



local or federal safety codes for elevators as amended on the date of performance on all elevators included in this contract. Contractor shall prepare UCC Form F-310, properly filed with the Sub-Code Official Department of Buildings and shall send copies of same to the Authority. Contractor shall specify test cost, if any, on the bid proposal form.

2. In the event an elevator fails the inspection or safety test, Contractor shall make re-inspections after corrections have been made at no added cost to the Authority.
3. When tests are unsatisfactory, and when defects are found, the failures and defects shall be reported immediately to the Housing Authority.
4. Contractor shall perform his work so that no elevator shall be out of service for more than three hours unless prior written authorization is issued by the Authority.

## **INSPECTION CHECKLIST AND INTERVALS**

In the tabulation which follows, periodic checking, inspection and other responsibilities of the Contractor are set forth.

### **TIME INTERVAL: MONTHLY INSPECTION CHECKLIST**

#### **DUE ON THE 5<sup>TH</sup> DAY OF EACH MONTH BY 4:00 PM.**

**MOTOR ROOM**- Sweep and dust machine blow out, brush or wipe motor windings, governor jaws, sheaves, and coils. Wipe and dust off exposed surface of entire mechanism.

**MOTOR AND MOTOR GENERATOR** - Check lubrication, check brushes and motors, check communicators, check rotor and armature clearance.

**BRAKE**- Check shoes and springs, check pulley, fastenings; check electrical connections and operation, lubricate and check brake pins for proper fit. Check application of brake and clearance. Check and clean brake coils, check brake coil insulation.

**HATCH DOOR (SLIDE)** - Check and lubricate, check self-closing feature.

**GEAR BOX** - Check oil level, check for oil leaks, check stuffing box, check lubrication, check gear for wear, check thrust bearing, check oil temperature, consistency of lubricant and for gear cutting.

**SHEAVE (DRIVE)** - Check for groove wear, check for alignment, check for bearing wear. Check bearing lubrication.

**GOVERNOR** - Check lubrication, check weights and springs for freedom of movement, check alignment of cable on sheave, check switch and contacts.

**CONTROL PANELS AND SELECTORS** - Check contacts and carbons, check contacts for compression and timing, check overload relays, check for loose connections, check for frayed load and mechanical operations.

**CAR DOORS** - Check distance of opening between car strike post and edge of door (maximum 1 ½"). Check bumpers, check bottom guides and alignment. Check car door threshold sills and sill mounted safety block, check and lubricate tracks and rollers. Check removable guide shoes and safety bar guide.

**CAR DOOR OPERATOR** - Check motor and lubrication, check chain and linkages for alignment and tension, check stop clearance.

**HALL BUTTONS** - Check plate screws, check bottoming of buttons and operations.

CAR BUTTONS - Check buttons, check plate screws, check emergency alarms, check stop switch, check key switches.

CAR TOP - Clean top of Car, check light fixtures and bulbs.

ROPES, HOIST - Visual inspection for wear and broken wires, inspect thimble rods and springs.

ROPES, GOVERNOR - Visual inspection for wear, broken wires and socket connections. Check cable alignment.

PITS - Sweep pits and remove all rubbish, trash paper and other foreign matter. Check light fixture and switches, check pit stop switches.

ALARM BELLS - Check car, pit and exterior alarm bells

TIME INTERVAL: SEMI-ANNUAL INSPECTION CHECKLIST

DUE NOV. 5<sup>TH</sup> BY 4:00 PM AND MAY 5<sup>TH</sup> BY 4:00 PM OF EACH CALENDAR YEAR IN WHICH CONTRACT IS IN EFFECT.

SAFETY SWITCH - Check electrical and mechanical operations

HATCH SWITCHES - Check rollers and arms, check for level stops, check stop switch (final). Check control switches and devices, check automatic slow-down devices and switches.

INTERLOCK - Check roller, electrical operation and latches. Lubricate and clean switch and locks.

MAIN MACHINE - Gauge sheave groove for wear.

ROPE HOIST - Check tension and equalizer.

GOVERNOR CONTROL PANEL - Clean, check and tighten all terminal connections.

TRAVELING CABLE - Check worn spots, tape and shellac, check fastening at junction box.

PITS - Check buffers and counterweight clearance, check stop switch, check buffer oil level, check light fixture and switches.

CAR SAFETY - Check for free operation and lubricate, check safety tiller rope, check safety plank switch.

CAR - Tighten brace rods, nuts, bolts, and screws, car top, cross head, platform and steady plates, check panel reinforcement for proper stiffness, check mirror and alarm bells.

MOTOR AND M.S. - Check brushes, brush holders and commutators, check rotor armature clearances.

TIME INTERVAL: ANNUAL INSPECTION CHECKLIST

DUE WITHIN 21 CALENDAR DAYS BY 4:00 PM AFTER AWARD OF THIS CONTRACT

BRAKE - Clean brake cores and sleeves, and lubricate as recommended by manufacturer. Clean brake coils, check brake coil insulation.

CONTROL BOARD - Check resistance tubes, check transformers, check rectifiers, tighten all terminal lugs, check overloads.

LIMIT SWITCHES (FINAL) - Check car and counterweight for run-by clearance, check fastenings to rails, check contacts (they must open before buffers are fully compressed.) The above check shall also be made whenever hoist cables are renewed or shortened. When final limits are moved they shall be thru-bolted to rails.

INTERLOCKS - Inspect all internal parts, check door interlock keepers.

IRON WORK - Check all shaft iron work with regard to rust and paint, inspect hatch side of doors and bucks.

RAIL - Remove fuzz and clean rails, check bracket bolts, clean beams, check vanes and brackets.

NOTE: THE TERMS "CHECK OR INSPECT" IN THIS LIST MEAN: CLEAN, CLEAR, REPAIR, REPLACE, ADJUST, LUBRICATE OR REPLENISH LUBRICANT AS NECESSARY.

FAILURE TO PROVIDE, BY THE TIMES AND DATES OUTLINED IN THIS SPECIFICATION, "INSPECTION CHECKLISTS" AS SPECIFIED WILL RESULT IN A \$300.00 PENALTY FOR EACH ELEVATOR FOR EACH OCCURRENCE WHICH SHALL BE DEDUCTED FROM THE MONTHLY MAINTENANCE FEE. ALL "INSPECTION CHECKLISTS" MUST BE DELIVERED AT THE SPECIFIED TIMES AND DATES TO 242 SO. SIXTH AVENUE, HIGHLAND PARK, NJ OR AS OTHERWISE DIRECTED BY THE AUTHORITY.

## **SECTION 5. RECORDS AND CODES**

A. The Contractor shall forward monthly to the Authority copies of the following records:

1. Records of service calls itemizing the nature of defect, identification by the manufacturer and part number of repair parts used, time arrived, time completed, date of repair and other pertinent information.
2. The completed maintenance check list provided by the contractor. The maintenance checklist must be approved by Authority and in accordance with manufacturer's preventive maintenance specifications within 21 days of execution of the Contract. This list must also include a written report detailing equipment, operation and maintenance deficiencies (if any) which are the Authority's responsibility and Contractor's recommendations to correct same. The check list shall certify that the preventive maintenance service was performed.
3. The service person shall log in as directed by the Maintenance Supervisor each visit under the terms of this Contract and supply the Supervisor with a copy of the completed work ticket and notify the Authority that the car is back in service by no later than 9:00 A.M. the following day.
4. On all calls after hours, on weekends and legal holidays, the contractor shall be required to leave a copy of work tickets at the project location as specified by the Maintenance Supervisor.

B. CODES

1. All work done and material furnished shall be in strict accordance with all applicable law and with the latest rules and regulations of all Municipal and other governmental agencies having jurisdiction over such matters.
2. The Contractor shall prepare and submit to such governmental agencies for their approval all applications required by them, and shall obtain all necessary certificates of compliance issued by such agencies and deliver same to the Authority.

## **SECTION 6. ELEVATOR FAILURE CAUSED BY WATER, FIRE, EXPLOSION OR VANDALISM**

In the event elevators become inoperable because of water, fire, explosion, or vandalism, resulting from causes other than the Contractor's failure to properly service equipment, the Contractor shall replace or repair the damaged equipment, and shall be compensated for this as Extra Work. For all material used for this Extra Work the Contractor shall be paid the actual cost of the material based on a certified paid bill from the manufacturer, plus (percentage as stated on bid proposal form) of said cost for overhead, profit and all other costs. When the total charge for this work and travel time, if any, is more than \$100.00 the Contractor must obtain prior authorization from the Housing Authority to do said work. Failure to comply with this directive will result in non-payment by the Authority.

On each order for Extra Work, as indicated above, travel time shall be allowed after normal working hours, Monday through Friday, and on Saturday, Sunday and legal holidays, except where Contractor is on the site when the order for such Extra Work is given. Under this condition, no travel time shall be allowed.

Where travel time is allowed, it shall be for actual travel time up to a Maximum of one hour for any travel involved, regardless of distance traveled for any one visit to a project.

#### **SECTION 7. OVERTIME**

For all non-emergency work performed pursuant to specific directions of the Authority on overtime, Contractor shall be paid the difference between regular and overtime labor at regular billing rates as established by the Executive Director. Overtime shall be limited to time worked other than normal working hours for the trade in question.

#### **SECTION 8. CLEANING UP**

All equipment removed shall become the property of the Contractor, and he shall remove same from the premises and legally dispose of it. Work site shall be left in a broom-clean condition.

#### **SECTION 9. INSPECTION**

All work performed under this Contract shall be subject to inspection by an Authority inspector. If defects in material or workmanship are found, Contractor shall be required to replace such defect at no additional cost to the Authority, within 30 days of receipt of notification.

#### **SECTION 10. PROTECTION OF THE AUTHORITY'S PROPERTY**

Contractor shall conduct his work in such manner, and take such precautions as required, to avoid damage to any of the Authority's property. Any equipment furnished under this Contract, and any property of the Authority damaged by the Contractor or his employees, shall be restored to its original condition or replaced without cost to the Authority.

#### **SECTION 11. AUTHORITY RESPONSIBILITY**

The following items are not the responsibility of Contractor. They will be done by the Authority.

1. Cleaning inside of interior of elevator cars, except as otherwise specified.
2. Keeping pits free from water.

#### **SECTION 12. ACCESS TO ELEVATOR EQUIPMENT**

Contractor shall be issued keys which will give him access to all elevator equipment. Contractor shall return all issued keys to the Authority upon completion of the Contract.

#### **SECTION 13. CHANGE IN WORK - LABOR**

Contract Price shall be increased on the basis of the Contractor's hourly wage rates paid to employees plus (percentage as stated on bid proposal form) for overhead, profit and all other costs.

#### **SECTION 14. FAILURE TO COMPLY**

1. Should the Authority discover that performance standards are not being maintained in the line with the original design, in accordance with these Specifications, Local or State Codes, or violates any of the provisions hereof, the Authority may, upon two days prior notice in writing to the Contractor, engage the services of others to perform all work necessary to bring the equipment up to good operating standards. The cost of this work shall be at the Contractor's expense.
2. The Authority may, by written notice to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to: perform the service covered by the specifications in the manner required herein or to maintain a supply of spare parts as required under Section 3; replace parts; or to make repairs because of inability to have necessary spare parts, materials and equipment within 48 hours, or if the Contractor does not cure such failure within a period of five days after receipt of notice from the Authority specifying such failure. In the event the Authority terminates this Contract in whole or in part as provided herein, it may procure in such manner as seems appropriate, a supplier or services similar to those so terminated and the Contractor shall be liable for any excess cost for such similar supplies or services. However, the Contractor shall continue the performance of the Contract to the extent not terminated under the provisions of this clause.

**V. PROPOSAL SUBMISSION** Proposals may be submitted by mail, fax or email and are to minimally include the following:

1. Contractor experience, applicable licenses and references (include sample monthly elevator maintenance monthly check list).
2. Bid proposal form (included herein).
3. Public Works Contractor Registration Certificate.
4. Business Registration Certificate.
5. A signed Certifications and Representations of Offerors for Non-Construction Contract (included herein).
6. A signed Affirmative Action Compliance Notice (included herein).

Proposals must be submitted by 2:00PM, April 11, 2017 by email to [CSmolder@optonline.net](mailto:CSmolder@optonline.net), by fax to 732-985-6485 or by mail to:

Highland Park Housing Authority  
242 South Sixth Avenue  
Highland Park, NJ 08904  
"Proposal Enclosed: Elevator Maintenance and Repair Services"

The Contractor submitting the proposal that is most advantageous to the Authority, **price and other factors considered**, shall be awarded the work.

**Thank you for your interest in the Highland Park Housing Authority!**

## **Public Notice**

### **Highland Park Housing Authority Request for Proposals Elevator Maintenance and Repair Services**

The Housing Authority of the Borough of Highland Park (Authority) is requesting proposals from qualified, established professional elevator maintenance and repair services contractors (Contractors) to provide monthly elevator maintenance and as-needed repair services for the two elevators in the Samuel J. Kronman Building located at 242 So. Sixth Ave., Highland Park, NJ 08904. Proposals are due by 2:00 PM on Tuesday, April 11, 2017. The full Request for Proposals is available online at [www.HighlandParkHousing.org](http://www.HighlandParkHousing.org). The Authority is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or handicapped status in the employment or procurement of services. Contractors are required to comply with the requirements of P.L. 1975 Chapter 127 (N.J.A.C. 17:27). The Authority reserves the right to reject any and all proposals.

Advertised: Home News Tribune

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)**  
**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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the 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 or sex.

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

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

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, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 & 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**  
**Equal Opportunity for Individuals with Disability**

The contractor and the Housing Authority of the Township of Woodbridge, (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.



# **Woodbridge Housing Authority**

## **BUSINESS REGISTRATION CERTIFICATE**

Contractor must provide State Division of Revenue issued Business Registration Certificate before contract award, or the contract shall be awarded to the next lowest, responsible bidder. Contractors must have a valid Certificate at the time of bid submission in order to be considered.

# Proposal Form

Proposal for: Elevator Maintenance and Repair Services Contractor

TO: Housing Authority of the Borough of Highland Park  
242 South Sixth Ave., Highland Park, NJ 08904

FROM:

\_\_\_\_\_  
Company Name of Offeror Federal ID#  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State - Zip Code  
\_\_\_\_\_  
Telephone Number / Fax Number  
\_\_\_\_\_  
Contact Name / Email Address

1. The undersigned proposes to perform the maintenance services as per the specifications dated April 11, 2017 for a two year period at the following costs:

Monthly Maintenance \$\_\_\_\_\_ x 24 = \$\_\_\_\_\_ (Total 2 year cost for maintenance)

Elevator Technician \$\_\_\_\_\_ x 100 hrs= \$\_\_\_\_\_ (Total anticipated 2 year cost for hours)

**Total anticipated 2 year cost:** \$\_\_\_\_\_ (\_\_\_\_\_  
(in words-please print)

In the event a 5 year load test needs to be performed, the undersigned proposes a cost of

\_\_\_\_\_ dollars per elevator during the entire contract terms including extensions, if any.

Elevator technician rates are for additional services not covered by the maintenance portion of the specifications only. 100 hours are **estimated**, used for bidding purposes only and in no way should be interpreted as guaranteed or implied.

Materials are to be furnished by the Contractor when needed and/or requested by the Authority and shall be at Contractor's actual cost plus \_\_\_\_\_% (not to exceed 10%).

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

2. The offeror acknowledges the receipt of the following addenda, if any, issued by the Authority:

Addendum Number \_\_\_\_\_ dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ dated \_\_\_\_\_

3. The names and address of persons interested as principals or as stockholders in this Proposal are as follows. (If the offeror is a corporation or partnership, list all persons who have 10 percent or more ownership in the corporation or partnership.)

Full Name	Address	% of ownership
Full Name	Address	% of Ownership
Full Name	Address	% of ownership

Attach additional pages, if needed.

The offeror shall state on the line below, whether or not he is a citizen of the United States, and in the case of a partnership, whether or not all partners are citizens of the United States.

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4. This Proposal is accompanied by:

- (1) Form HUD-5369-C, Certifications and Representations, of Offerors, Non-Construction Contract;
- (2) Non-Collusive Affidavit;
- (3) Qualification Questionnaire.
- (4) Copy of New Jersey Business Registration Certificate, issued by the New Jersey Department of the Treasury, Division of Revenue.

*Note: The Certificate of Authority to collect New Jersey sales & use tax, issued by the New Jersey Department of the Treasury, Division of Taxation is **NOT** an acceptable substitute for this document.*

*Note: The above documents, together with this proposal form, are required by federal regulation or New Jersey law to be submitted with the proposal. Failure to submit or complete any of the items listed above at the time offers are due may result in disqualification of the proposal.*

5. In submitting this proposal, it is understood that the Authority reserves the right to reject any and all offers. If written notice of the acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within 60 days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a Contract in prescribed form within 10 days after the contract is presented to him for signature.

#### AFFIDAVIT

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

SS.

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

\_\_\_\_\_ being first duly sworn deposes and says:

(Individual's name)

THAT he is \_\_\_\_\_,  
(Owner, Officer or Partner of the firm of etc.)

the party making the foregoing proposal for elevator maintenance and repair services at public housing sites in Highland Park, New Jersey; that all statements contained in this proposal are true, accurate and complete.

\_\_\_\_\_  
(Signature of Offeror)

Subscribed and sworn to before me, this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_.

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

My Commission expires \_\_\_\_\_  
Date

# Highland Park Housing Authority

## 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.

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 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.

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

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

# ***Non-Collusive Affidavit***

AFFIDAVIT

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

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

\_\_\_\_\_ being first duly sworn deposes and says:  
(Individual's Name)

THAT he is \_\_\_\_\_ of  
(Owner, Officer or Partner)

\_\_\_\_\_  
(Firm Name)

the party making the foregoing proposal dated April 11, 2017 for elevator maintenance and repair services; that such proposal is genuine and not collusive or sham; that the offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any offeror or person, to put in a sham proposal or to refrain from offering a proposal, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed prices of affiant or of any offeror, or to fix any overhead, profit or cost element of said proposed prices, or of that of any other offeror, or to secure any advantage against the Housing Authority of the Borough of Highland Park or any person interested in the proposed contract; and that all statements in the said proposal are true.

\_\_\_\_\_  
(Signature of Offeror)

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_

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

My Commission expires \_\_\_\_\_

### Qualification Questionnaire

Proposal for: Elevator Maintenance and Repair Services

Name of Offeror: \_\_\_\_\_

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

\_\_\_\_\_

(a) It shall be necessary for the offeror to present evidence that he has been in business for at least 3 years in this field and can submit a suitable record of satisfactorily completing similar contracts.

How many years have you been or engaged in business under your present firm or trade name?

\_\_\_\_\_ Years.

(b) How many years has your organization been performing the work required under this contract?

\_\_\_\_\_ Years.

(c) If a corporation, answer the following:

Date of incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

President's Name: \_\_\_\_\_

Vice President's Name(s): \_\_\_\_\_

(d) If a partnership, answer the following:

Date of Organization: \_\_\_\_\_

(e) New Jersey Elevator Technician license number and effective date:

\_\_\_\_\_

(f) List employees holding New Jersey Elevator Licenses and effective dates:

\_\_\_\_\_

\_\_\_\_\_

(g) If the contract is awarded to your firm, who will personally supervise the work?

\_\_\_\_\_

(h) Are there any liens of any character filed against your company at this time? If so, specify the nature and amount of the lien.

\_\_\_\_\_

(i) Give trade references:

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(j) Give bank references:

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

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

\_\_\_\_\_ being first duly sworn deposes and says:  
(Individual's Name)

THAT he is \_\_\_\_\_ of  
(Owner, Officer or Partner)

\_\_\_\_\_  
(Firm Name)

and that he hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Authority in verification of the recitals comprising this Statement of Offeror's Qualification; and that all answers to the foregoing questions and all statements therein contained are true and correct.

\_\_\_\_\_  
(Signature of Offeror)

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_

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

My Commission expires \_\_\_\_\_

# REFERENCES

List at least 3 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 \_\_\_\_\_



**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:

---

Title:

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# Highland Park Housing Authority

## PROPOSAL DOCUMENT CHECKLIST

### PROPOSAL DOCUMENT CHECKLIST\*

Required by the Authority	Submission Requirement	Initial each required entry and if required submit the item
<input type="checkbox"/>	Bid Proposal Form	
<input type="checkbox"/>	Affirmative Action Compliance Certification	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	Qualification Questionnaire	
<input type="checkbox"/>	References	
<input type="checkbox"/>	Signed Certifications and Representations of Offerors-Form HUD 5369-C.	
<input type="checkbox"/>	Certificate(s) of Insurance (Sample)	
<input type="checkbox"/>	Public Works Contractor Registration Certificate	
<input type="checkbox"/>	Business Registration Certificate	

\*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

# 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 offer or 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:]

**CONTRACT- SAMPLE ONLY – PLEASE DO NOT SUBMIT WITH YOUR BID!**

**For Elevator Maintenance and Repair Services Contractor**

This **AGREEMENT** made this 1st day of May in the year 2017 by and between

Company Name  
Address

hereinafter called the "Contractor," and the

Housing Authority of the Borough of Highland Park  
242 South Sixth Ave., Highland Park, NJ 08904

hereinafter called "Highland".

**WITNESSETH** that the Contractor and Highland for the consideration stated herein mutually agree as follows:

**Article 1. Statement of Services.** The Contractor shall furnish all labor materials, tools and equipment and shall perform and complete all work required for the monthly maintenance and as-needed repair of the two elevators located at the Samuel J. Kronman Building, 242 So. Sixth Avenue, Highland Park, NJ 08904 as per the specification dated April 11, 2017 which are incorporated herein by reference and made a part hereof.

**Article 2. Term of Contract.** This contract shall extend for a period of two years, May 1, 2017 through April 30, 2019. The contract shall be renewable for two additional twelve month periods or one additional two-year period at the agreement of both parties and at the same rates and terms stipulated herein.

**Article 3. Schedule and Coordination.** The Contractor shall perform all preventative maintenance work beginning May 1, 2017 once monthly as outlined in the Specifications dated April 11, 2017. The Contractor shall perform monthly maintenance on all elevators before the 8<sup>th</sup> of each month, and shall submit approved checklists and an invoice before the 11<sup>th</sup> of each month. Payment for monthly maintenance shall not be issued until checklists have been received, reviewed and rendered acceptable by Highland.

**Article 4: Notifications.** It is the Contractor's responsibility to secure and pay for all permits and licenses, (if any), in conjunction with this contract. Copies of said permits and licenses shall be forwarded to the Authority.

**Article 5: Compensation.** Highland shall pay the Contractor for the performance of this contract as identified in the Request for Proposals and the Contractor's Proposal dated April 11, 2017, in current funds, subject to additions and deductions as provided, the total sum of Not To Exceed (\_\_\_\_\_) (\$\_\_\_\_\_) monthly for a two year period, and at an hourly rate of (\_\_\_\_\_) (\$\_\_\_\_\_) for additional as needed repairs. In the event a 5 year load test needs to be performed, the undersigned proposes a cost of \_\_\_\_\_ (\$\_\_\_\_\_) per elevator during the entire contract terms including extensions, if any.

Materials are to be furnished by the Contractor when needed and/or requested by Highland and shall be at the Contractor's actual cost plus (\_\_\_\_%). Request for payments of the Contractor's monthly maintenance work shall be made upon completion and satisfactory testing of the maintained units at each development, and upon submission of a satisfactory checklist as per the Specifications.

All non-routine work invoices by the Contractor shall include the amount of hours being billed, and shall also include a materials used portion with the Contractor's cost of materials plus (\_\_\_\_%).

Request for payments for non-emergency non-routine work shall be made upon satisfactorily completed pre-approved work on applicable generators. The Contractor shall first obtain approval via a purchase order from authorized personnel before performing such work, or payment may be denied. The Contractor shall also submit a work ticket signed by authorized Highland personnel detailing the work performed, the time(s) of service, the parts used and any other pertinent information regarding the work performed on the elevator(s).

All emergency work shall follow the above procedure, and the Contractor need not obtain a purchase order if not possible. The Contractor must, however, submit a completed work ticket signed by authorized Highland personnel for all emergency work.

**Article 6: Termination of Contract for Cause.** If, the Contractor shall fail unjustifiably to fulfill in a timely and proper manner his obligations under this contract or violates any statute or regulation, or if the Contractor violates any of the covenants, agreements or stipulations of this contract, the Authority shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before effective date of termination.

The Authority shall have the benefit of such work completed up to effective date of such termination, and the Contractor shall be entitled to receive just and equitable compensation for such work.

**Article 7: Termination for Convenience.** The Authority may terminate this contract in whole, or part, whenever the Authority determines that such termination is in its best interest. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the date upon which such termination becomes effective.

If the performance of work is terminated for convenience, either in whole or part, the Authority shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon properly presented claim setting out in detail:

1. the total cost of the work performed to date of termination less the total amount of contract payments to the Contractor;
2. the cost (including reasonable profit) of settling and payment claims under subcontractors and material orders for work performed and materials and supplies delivered to the site.

**Article 8: Subcontracting.** The Contractor shall not enter into any subcontract with any subcontractor without prior approval of Highland and who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States government or of the State of New Jersey.

The Contractor shall be as fully responsible to Highland for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

**Article 9: Indemnification.** The Contractor will indemnify and hold Highland and its Commissioners and employees harmless from and against liability, claims, damages, losses and expenses, experts, arising out of or resulting from performance of the work contemplated hereunder, provided that such liability, claims, damages, losses or expenses are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or part by the negligent or willful acts or omissions of the Contractor, the Contractor's Subcontractors, anyone directly or indirectly employed by them or anyone of them for whose acts they may be liable, regardless of whether or not such liability, claim, damages, loss or expense is caused in part the part indemnified hereunder.

**Article 10. New Jersey Business Registration Requirements.** The contractor shall provide to Highland proof of the contractor's business registration with the New Jersey Division of Taxation. This document is required component of the proposal package.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by Highland, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of this Agreement, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-49(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.34 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

**Article 11. Contract Documents.** Contract Documents shall consist of the following component parts:

1. This instrument;
2. The Request for Proposals dated April 11, 2017;
3. The Contractor's proposal dated April 11, 2017;
4. Form HUD-5370-C II, General Contract Conditions;
5. Addenda (if any).

This instrument together with the document enumerated in this Article form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated. In the event that any provision in one of the component parts of the Contract conflicts with any provision of any



other component part, the provision in the component part first enumerated in this Article 8 shall govern, except as otherwise specifically stated.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed the date and year first above written.

In the presence of:

\_\_\_\_\_ by \_\_\_\_\_  
Name  
Title  
Company Name  
Phone Number

In the presence of:

\_\_\_\_\_ by \_\_\_\_\_  
Donna F. Brightman  
Executive Director  
Housing Authority of the Borough of Highland Park

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2008)

Public Reporting Burden for this collection of information is estimated to average 0.08 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 for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability.** This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

### Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

#### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

#### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

#### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

#### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;
- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
  - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
  - (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
  - (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
  - (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## 5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
  - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.

- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

## 6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

#### **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

#### **8. Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.