

**Borough of Highland Park Housing Authority  
242 South 6<sup>th</sup> Avenue Highland Park, NJ 08904**

Phone: (732) 572-4420

Fax: (732) 985-6485

**Donna Brightman, Executive Director**

Request for Proposals

For:

**Plumbing Repair Services Contractor**

for the

Samuel J. Kronman Apartments

And the

Park Terrace Apartments

Located in

Highland Park, NJ 08904

DECEMBER 2014

**PROPOSALS DUE BY: TUESDAY, December 23, 2014 at 2:00 PM**

# **Welcome to the Highland Park Housing Authority**

*In 1937 Congress passed the US Housing Act to “alleviate unemployment and to remedy unsafe and unsanitary housing conditions and the acute shortage of decent, safe and sanitary dwelling for families of low income.” The legislation was designed to encourage construction, create employment opportunities, and provide shelter for low-income families and clear sub-standard housing. Emphasizing local control of its programs, the Housing Act provided for housing in which rents would relate to the tenant’s ability to pay.*

*The Highland Park Housing, New Jersey, was created on May 15, 1956.*

*The Authority is composed of 24 units of family public housing, 100 units of senior citizen public housing and 145 units of Section 8 housing.*

*The purpose of the Highland Park Housing Authority is to create and maintain safe, decent and sanitary housing for those individuals of low to moderate income.*

## **Mission Statement**

Our aim is to ensure safe, decent and affordable housing; create opportunities for residents’ self-sufficiency and economic independence; and assure fiscal integrity by all program participants.

In order to achieve this mission, we will:

- Recognize the residents as our ultimate customer.
- Improve PHA management and service delivery efforts through oversight, assistance, and selective intervention by highly skilled, diagnostic, and results-oriented field personnel.
- Seek problem-solving partnerships with PHA, resident, community, and government leadership.
- Act as an agent for change when performance is unacceptable and we judge that local leadership is not capable or committed to improvement.
- Efficiently apply limited HUD resources by using risk assessment techniques to focus our oversight efforts

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# Highland Park Housing Authority

## Plumbing Repair Services Contractor

**I. INTRODUCTION** - The Housing Authority of the Borough of Highland Park (Authority) is seeking a qualified, established, plumbing repair services company (Contractor) to provide 'as needed' plumbing repair services for all Authority locations listed in Appendix A. The Contractor shall have the capability to inspect, troubleshoot and repair all plumbing problems at all Authority locations.

Sealed Proposals will be received by mail or hand delivery to the Highland Park Housing Authority, 242 South Sixth Ave., Highland Park, NJ 08904 until 2:00 PM on TUESDAY, DECEMBER 23, 2014.

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 for Proposals (RFP) shall be executed for a period of two (2) years, from January 1, 2015 – December 31, 2016, subject to the availability of funds. The Authority reserves the right to extend the contract for (2) two additional twelve-month periods, or (1) one two - year period, providing all rates and terms remain the same and both parties are in agreement.

**III. SCOPE OF SERVICES** - The scope of services required by the Authority in connection with this RFP covers the entire spectrum of services customarily provided to governmental entities by Plumbing Contractors. The services provided should include, but need not necessarily be limited to the following:

1. Contractor shall furnish labor, miscellaneous parts, equipment, tools, transportation, methods of communication, and if required, miscellaneous services
2. Contractor shall provide one qualified plumber to perform various duties as directed by an authorized Authority representative. Respondent shall obtain approval from an authorized Authority representative for service requiring an apprentice or more than one licensed plumber. Contractor shall have a constantly monitored 24-hour a day phone number(s) to contact for service. Plumbers shall be on call 24 hours a day with a two-hour response time.
3. Contractor shall contact an authorized Authority representative upon arrival at job site. Actual travel time to and from the work location is not reimbursable under the contract. Travel cost shall be included in the hourly rate for labor. Contractor shall ensure that the authorized Authority representative logs the start and completion times on the service ticket for services performed. Contractor shall provide the following on the service ticket: building name or number, floor, name of plumber performing the work, and if applicable, the Authority work order number issued for that job.
4. Contractor shall provide drain/sewer line cleaning service to be paid at the same hourly rate as an authorized service call. Any equipment required in performance of this service shall be provided by the vendor at no additional cost to the Authority.
5. All work required to correct any problems diagnosed by the vendor shall be approved by an authorized Authority representative prior to work being performed. Contractor shall work until each job is completed and, when necessary, respond to multiple requests for services at the same time.
6. Contractor shall leave the work area clean and free of materials, debris, and vendor equipment to the satisfaction of the authorized Authority representative. Contractor shall

remove from the building and dispose of all defective materials removed in performance of the service and in strict accordance with all applicable rules, regulations, codes, laws, ordinances, statutes, etc.

7. Contractor shall clean all areas of scrap materials, dirt, dust, and debris generated in performance of the service at the time the service is provided. For equipment located above the ceiling line and above a work area, the Contractor shall cover the furnishings and floor area located below the equipment prior to commencing work.
8. Contractor shall clean, repair or replace any item damaged by the Contractor or its subcontractor(s) during the performance of the service to the satisfaction of the Authority, and at no additional cost to the Authority.

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

### **WORK ORDERS/SERVICE SLIPS**

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

- a. Full description of work performed.
- b. Name of Technician that performed the work.
- c. Date and time that work was initiated and completed;
- d. Total hours and labor rate including start and finish times.
- e. Itemized list of materials used to complete the work, with applicable discount.
- f. Purchase order number.
- g. Signature of an authorized Authority representative to verify that the work was performed.

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

### **EMERGENCY AND NON-ROUTINE SERVICES**

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

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

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

Contractor shall bill hourly for emergency services.

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

The Contractor shall submit an estimate to the Authority's authorized representative in a timely manner.

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

Contractor shall obtain a purchase order number before performing any non-routine services.

The Contractor acknowledges that all non-routine work will be performed only after the above procedure has been accomplished.

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

Time is of the essence in the performance of work; therefore, in the event the Contractor does not respond in a timely manner according to the response time documented on the proposal form, the 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.

**IV. INSURANCE REQUIREMENTS** - Before commencing work, the Contractor shall furnish to the Authority certificates of insurance showing that the following insurances are in force, stating policy numbers, dates of expiration, limit of liability, deductible and aggregate amounts payable hereunder. The Authority shall be named as additional insured in all policies.

1. Workers' Compensation, in accordance with New Jersey Workers' Compensation laws.
2. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence to protect the Contractor and the Authority against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract, and the extended reporting period may not be less than five years following the completion date of the Contract.
3. Automobile Liability on owned on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$500,000.000 per occurrence.

All Insurance shall be carried with companies which are financially responsible and admitted to do business in the State of New Jersey. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the Authority. All certificates of insurance, as evidence of coverage, shall provide that no coverage maybe canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Authority.

**V. INSTRUCTIONS TO BIDDERS** - Proposers are encouraged to read Form HUD-5369-B, Instructions to Offerors for Non-Construction and Form HUD 5370-C section II, General Conditions for Non-Construction Contracts, copies of which are attached herein, in their entirety. Questions regarding this RFP may be directed in writing to [CSmolder@optimum.net](mailto:CSmolder@optimum.net).

Proposals are due by 2:00 PM on Tuesday, December 23, 2014. Proposals shall be submitted with the following:

1. A signed Proposal form (included herein)
2. Affirmative Action Compliance Notice (included herein)
3. Non-Collusive Affidavit (included herein)
4. Qualification Questionnaire (included herein)
5. Form HUD-5369-C, Cert. and Repr. of Offerors, Non-Construction Contract (included herein)
6. Copy of New Jersey Business Registration Certificate
7. Public Works Contractor Registration Certificate
8. A short narrative detailing the respondent's qualifications and experience in providing the services requested as well as a statement explaining the respondent's understanding of State and local laws, rules and regulations.

**VI. EVALUATION CRITERIA** – All proposals shall be evaluated using the following criteria:

Qualifications of individual / company to perform the services (provide certifications, licenses, awards, etc)– 25 points  
Previous experience in providing the services including references (Housing Authorities preferred) – 25 points  
Prices (hourly rates) – 45 points  
Small business status – 5 points

The Authority retains the right to reject any and all proposals, or to award a contract for performance of the contract services to the respondent whose proposal is deemed most advantageous to the Authority taking consideration the evaluation factors set forth above.

**VII. HUD PREVAILING WAGE RATES (see form HUD 5370-C Section II. 8)** - The wage rates determined to be prevalent per HUD for Middlesex County are as follows:

Plumber, Maintenance	\$32.93 plus \$4.02 fringe
Maintenance Trades Helper	\$15.09 plus \$4.02 fringe

The Contractor shall be responsible for maintaining payroll records and must make such records available to the Authority and/or to HUD, on request.

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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



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

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

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

#### 7. Contract Award

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

(b) The HA may

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

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

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

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

#### 8. Service of Protest

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

#### 9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

**PUBLIC NOTICE** – The following notice was published on 11/26/14:

# **Highland Park Housing Authority REQUEST FOR PROPOSALS**

## **Plumbing Repair Services Contractor**

The Housing Authority of the Borough of Highland Park (Authority) will receive sealed proposals until 2:00 PM on Tuesday, December 23, 2014, at which time they will be considered in accordance with the evaluation criteria contained therein, for as needed plumbing repair services for all Authority locations in Highland Park. The resulting contract shall be for a two-year period, renewable at the sole option of the Authority for one additional two-year period or two additional one-year periods. The complete Request for Proposals (RFP) may be obtained by downloading from the Authority website at [www.HighlandParkHousing.org](http://www.HighlandParkHousing.org), or by pick up at the Authority Administrative Office, 242 South Sixth Avenue, Highland Park, NJ 08904, or by email request to [CSmolder@Optimum.net](mailto:CSmolder@Optimum.net). Proposals must be received in a sealed envelope by 2:00 PM on 12/23/14 bearing the name and address of the proposer, endorsed and addressed to: Donna Brightman, Executive Director, Highland Park Housing Authority, 242 South Sixth Avenue, Highland Park, NJ 08904, and clearly marked "Proposal for Plumbing Repair Services Enclosed".

Bidders must be authorized to do business in New Jersey. Any Bidder which is a corporation not chartered under the laws of the State of New Jersey must submit an affidavit certifying that said corporation is authorized to do business in the State of New Jersey. Bidders are required to comply with the requirements of Public Law 1975, c.127 which pertains to "Non-Discrimination" and "Affirmative Actions", and Public Law 1977, c.33, which requires a Statement of Corporate Ownership.

**FORM OF CONTRACT** –The following is a sample of the contract to be entered into as a result of this solicitation:

**Contract  
Highland Park Housing Authority  
Plumbing Repair Services**

This **AGREEMENT** made this 1st day of January in the year 2015 by and between

(Name of Contractor)  
(Address)

hereinafter called the "Contractor," and the

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

hereinafter called the "Authority".

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

**Article 1. Statement of Work.** The Contractor shall furnish all labor materials, tools and equipment and shall perform and complete all work required in the Request for Proposals dated 12/23/14, which is incorporated herein by reference and made a part hereof, for plumbing repair services at the applicable Authority properties. The Authority reserves the right to separately bid non-emergency work if it is in the best interest of the Authority to do so. All such work awarded to the Contractor without separate bidding shall be performed at the time and material rates stated in Article 3.

**Article 2. Term of Contract.** This contract shall extend for a period of two years, January 1, 2015 through December 31, 2016. The contract shall be renewable for two additional one-year periods or one additional two-year period at the sole option of the Authority and at the same terms and conditions as stated herein. At any time the Authority may terminate the contract, following written notice to the Contractor, in whole or in part. The Authority shall pay the contractor for satisfactory services rendered prior to the date of the written notice.

**Article 3. Contract Price.** The Contractor agrees to perform any plumbing repair service at the following hourly rates:

Standard Hours: \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$\_\_\_\_.\_\_\_\_)

Premium Hours: \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$\_\_\_\_.\_\_\_\_)

Premium hours are from Monday through Friday, from 5PM to 8AM, Saturdays, Sundays and Holidays. Labor will be based on hourly rates unless otherwise specified. Hourly rates shall include all applicable charges; the Authority shall not pay travel time or mileage to and from the repair site. Also, the Authority shall not be responsible for the reimbursement of any costs not specifically set forth herein.

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%).

**Article 4. Payment.** The Contractor shall furnish an invoice for each repair job, and shall be paid for work completed and approved by the Executive Director or his designate. The invoice shall list hours worked and materials used (plus the applicable markup).

**Article 5. New Jersey Business Registration Requirements.** The contractor shall provide to the Authority proof of the contractor's business registration with the New Jersey Division of Taxation before contract award if not already submitted with their proposal.

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.

**Article 6. New Jersey Public Works Contractor Registration.** Contractor must be registered with the State of New Jersey as a Public Works Contractor throughout the term of this contract and must submit such proof annually to the Authority.

**Article 7. Insurance Requirements.** Before commencing work, the Contractor shall furnish to the Authority certificates of insurance showing that the following insurances are in force, stating policy numbers, dates of expiration, limit of liability, deductible and aggregate amounts payable hereunder. The Authority shall be named as additional insured in all policies.

4. Workers' Compensation, in accordance with New Jersey Workers' Compensation laws.
5. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence to protect the Contractor and the Authority against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract, and the extended reporting period may not be less than five years following the completion date of the Contract.
6. Automobile Liability on owned on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$500,000.000 per occurrence.

All Insurance shall be carried with companies which are financially responsible and admitted to do business in the State of New Jersey. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the Authority. All certificates of insurance, as evidence of coverage, shall provide that no coverage maybe canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Authority.

**Article 8. Contract Documents.** Contract Documents shall consist of the following component parts:

1. This instrument;
2. Proposal requirements and evaluation criteria;

3. Form HUD-5370-C, General Conditions for Non-Construction Contracts;
4. Technical Specifications;
5. Contractor's proposal as accepted by the Authority, including all Certifications, Affidavits and Statements; and
6. Addenda (if any).

This instrument together with the document enumerated in this Article 6. 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 Article 5 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  
 732-572-4420

# 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.

### 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.

### 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

#### 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

- (ii) 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). 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.



**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 Borough of Highland Park (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.* *§12101* 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.

# Highland Park Housing Authority

## BUSINESS REGISTRATION CERTIFICATE

Contractor must provide State Division of Revenue issued Business Registration Certificate with the bid submission.

**FAILURE TO SUBMIT YOUR BUSINESS REGISTRATION CERTIFICATE  
BEFORE CONTRACT AWARD *WILL* RESULT IN THE DISQUALIFICATION OF  
YOUR BID!**

# Highland Park Housing Authority

## Proposal Form

FOR: Plumbing Repair Services

TO: Housing Authority of the Borough of Highland Park  
242 So. Sixth Avenue, Highland Park, NJ

FROM:

---

Name of Contractor

---

Street Address

---

City, State - Zip Code

---

Telephone Number / Fax Number / Email Address

---

Federal ID#

1. The undersigned, having fully familiarized themselves with all aspects of the Request for Proposals hereby proposes Plumbing Repair Services at the following labor rates:

Standard Hours: \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$\_\_\_\_\_.\_\_)

Premium Hours: \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$\_\_\_\_\_.\_\_)

Premium hours are from Monday through Friday, from 5PM to 8AM, Saturdays, Sundays and Holidays. Labor will be based on hourly rates unless otherwise specified. Hourly rates shall include all applicable charges; the Authority shall not pay travel time or mileage to and from the repair site. Also, the Authority shall not be responsible for the reimbursement of any costs not specifically set forth herein.

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%).

2. The contractor 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 contractor is a corporation or partnership, list all persons who have 10 percent or more ownership in the corporation or partnership.)

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Full Name	Address	% of ownership
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Full Name	Address	% of Ownership
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Full Name	Address	% of ownership
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The contractor 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:

- 9. A signed Proposal form (included herein)
- 10. Affirmative Action Compliance Notice (included herein)
- 11. Non-Collusive Affidavit (included herein)
- 12. Qualification Questionnaire (included herein)
- 13. Form HUD-5369-C, Cert. and Repr. of Offerors, Non-Construction Contract (included herein)
- 14. Copy of New Jersey Business Registration Certificate
- 15. Public Works Contractor Registration Certificate
- 16. A short narrative detailing the respondent's qualifications and experience in providing the services requested as well as a statement explaining the respondent's understanding of State and local laws, rules and regulations.

5. In submitting this proposal, it is understood that the Housing Authority of the Borough of Highland Park reserves the right to reject any and all proposals. 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.

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Signature of Contractor - Title

Date

**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 Plumbing Repair Services for the applicable Authority properties 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: \_\_\_\_\_

# Highland Park Housing Authority NON-COLLUSION AFFIDAVIT

State of New Jersey  
County of Middlesex

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of full age,  
being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

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

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

Subscribed and sworn to before me this day \_\_\_\_\_  
Date

Signature

\_\_\_\_\_  
(Type or print name of affiant under signature)

Notary public of \_\_\_\_\_

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

(Seal)

# Qualification Questionnaire

For: Plumbing Repair Services

Name of Contractor: \_\_\_\_\_

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

(a) It shall be necessary for the contractor to present evidence that he has been in business for at least 5 years in this field and can submit a suitable record of satisfactorily completing similar contracts.

How many years have you been or engaged in plumbing repair services 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: \_\_\_\_\_

(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:

\_\_\_\_\_  
\_\_\_\_\_

(j) Give bank references:

\_\_\_\_\_  
\_\_\_\_\_

(k) Give full information concerning all of your contracts in progress or completed within the last 3 years, whether private or government contracts.

OWNER/LOCATION	DESCRIPTION	CONTRACT AMOUNT
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 Housing Authority of the Borough of Highland Park in verification of the recitals comprising this Qualification Questionnaire; and that all answers to the foregoing questions and all statements therein contained are true and correct.

\_\_\_\_\_  
(Signature of Proposer)

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

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

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

# 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.

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

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

# Highland Park Housing Authority PROPOSAL DOCUMENT CHECKLIST

## BID DOCUMENT CHECKLIST\*

Required by the Authority	Submission Requirement	Initial each required entry and if required submit the item
<input type="checkbox"/>	Proposal Form	
<input type="checkbox"/>	Affirmative Action Compliance Certification	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	Qualification Questionnaire	
<input type="checkbox"/>	Signed Certifications and Representations of Offerors- Form HUD 5369-C.	
<input type="checkbox"/>	Business Registration Certificate	
<input type="checkbox"/>	Public Works Contractor Registration Certificate	
<input type="checkbox"/>	A short narrative detailing the respondent's qualifications and experience in providing the services.	

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

APPENDIX A

# Property Profile Details

**Samuel J. Kronman Apartments  
242 South Sixth Avenue  
Highland Park, NJ 08904**

Building Used as: 100 Units for low income senior and disabled persons

Apartment Breakdown:

15-studios  
80-1 bedroom  
5-2 bedroom apartments

**Park Terrace Apartments  
205-219 South Sixth Avenue  
602-616 Benner Street  
206-220 South Seventh Avenue  
Highland Park, NJ 089074**

Used as: 24 units in 3 buildings for low income families:

Total for all 3 buildings:

12-1 bedroom apartments  
6-2 bedroom apartments  
4-3 bedroom apartments  
2-4 bedroom apartments