

**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**

**Mason Contractor**

for the

**Samuel J. Kronman Apartments**

And the

**Park Terrace Apartments**

 **FEBRUARY 2019** 

**PROPOSALS DUE BY 2:00 PM ON TUESDAY, FEBRUARY 26, 2019**

# **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

# TABLE OF CONTENTS

I. Introduction .....	4
II. Tax Exempt Status.....	4
III. Term of Contract .....	4
IV. Scope of Services.....	4-7
V. Insurance Requirements.....	7
VI. Instructions to Bidders .....	7
VII. Evaluation Criteria .....	8
VIII. Prevailing Wage Information.....	8
Form HUD 5369-B, Instructions to Offerors Non-Construction.....	9-10
Public Notice.....	11
Form of Contract.....	12-15
Form HUD 5370-C II, General Contract Conditions, Non Construction.....	16-18

## FORMS REQUIRING SIGNATURES

Proposal Form .....	19-21
Qualification Questionnaire.....	22-23
Form HUD-5369-A, Representations, Certifications, and Other Statements of Bidders...	24-25

## ADDITIONAL INFORMATION

Appendix A-List of Locations.....	26
-----------------------------------	----

# Highland Park Housing Authority

## MASON CONTRACTOR

**I. INTRODUCTION** - It is the intent of this Request for Proposals (RFP) to establish a service contract with a qualified, licensed mason contractor whereby as needed masonry work will be accomplished for the Highland Park Housing Authority (HPHA) by the Contractor in a reliable and timely manner. The contractor shall have the capability to perform masonry work at all HPHA locations as listed in Appendix A. Work shall be performed on an as needed basis and includes, but may not be limited to, the replacing and/or repairing of existing concrete or brick structures such as sidewalks, foundations or steps.

Sealed proposals will be received by mail or hand delivered to the Housing Authority of the Borough of Highland Park, 242 South Sixth Ave., Highland Park, NJ 08904 **no later than 2:00 PM on Tuesday, February 26, 2019.**

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

**II. TAX EXEMPT STATUS** – The HPHA is exempt from manufacturer's federal excise tax and states sales tax. A tax exempt letterhead will be issued to the contractor upon request.

**III. TERM OF CONTRACT** - If awarded, the contract resulting from this Request shall be executed for a **period of two (2) years**, tentatively from April 1, 2019 – March 31, 2021, subject to the availability of funds. Pursuant to 40A:11-15, the HPHA reserves the right to extend the contract for (2) two additional 12-month periods, or (1) one additional 24 month period providing 1) all terms and conditions remain the same and both parties are in agreement, and 2) services are being performed in an effective and efficient manner. In no way shall the term exceed 4 years or \$40,000.00 in value.

**IV. SCOPE OF SERVICES** - The scope of services required by the HPHA in connection with this RFP covers the entire spectrum of services customarily provided to governmental entities by Mason Contractors. The services provided should include, but need not necessarily be limited to, providing all labor, material, and equipment to complete the following work:

Concrete Work shall include, but not be limited to the following:

- a. Forming, preparing, pouring and finishing new sections of concrete curbing, walkways, walls, and flooring as directed and required using established industry standards and practices.
- b. Patching and repairing of concrete surfaces and structures as directed and required using established industry standards and practices.
- c. Concrete expansion joint repairs and replacement.
- d. Repair to and/or replacement of patio areas including steps as required and directed.

- e. Contractor shall have the knowledge and ability to cut cement. Contractor shall also have access to a compressor and a jack hammer as needed and necessary.
- f. The Contractor shall be familiar with and have the ability to perform, at a skilled level, all work associated with the above requirements. The Contractor shall be able to do minor carpentry work as directly related to work.
- g. Contractor shall have a point of contact (i.e., voice mail or answering machine) where messages can be left. There shall be a response within 24 hours to messages. Repeated failure to respond may result in termination of contract.
- h. The HPHA have the option of declaring any needed work to be an emergency. Once the contractor has been notified that we have an emergency, work shall commence within 24 hours of authorization and the work shall proceed diligently until all work is completed. If the contractor fails to respond within twenty-four hours, the HPHA have the option of hiring another contractor to do the work and bill the contractor the difference in cost.

### Other Work

The Contractor shall bill the HPHA on a 'time and material' basis for all other work besides concrete repairs as requested on the Proposal Form included herein. In the event the contractor supplies material in the performance of the other work, as authorized and ordered by the HPHA, said materials shall be listed and billed at the Contractor's cost plus the allowable markup as submitted on the Proposal Form. Contractor shall provide the material invoice before payment will be issued.

The hourly rates submitted on the Proposal Form shall be firm and fixed for the twenty-four (24) month contract period and shall be applicable only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of contractor owned or rented equipment is not chargeable directly but is overhead and the cost shall be included in the hourly rate. The hourly rate shall also include direct labor, general and administrative overhead, taxes, insurance, profit and the cost of equipment that is normal and necessary (trucks, tools, etc.). **The HPHA shall accept no proposal with a minimum charge stipulation.**

All work shall be provided in a professional workmanlike manner. **While working on behalf of the HPHA, all related safety codes including OSHA shall be complied with.** The response time for emergency services, ***reported by the HPHA, will be within two (2) hours.***

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

All work shall be subject to authorization first. Contractor shall obtain a Notice to Proceed from an authorized HPHA representative before performing services. After services are rendered, Contractor shall submit an invoice containing the following information:

- a. Full description of work performed.
- b. Name of mason and laborer(s), if any, that performed the work.

- c. Date and time that work was initiated and completed;
- d. Total square footage of concrete repairs, or number of steps replaced, if applicable.
- d. Total hours and labor rate including start and finish times, if applicable.
- e. Itemized list of materials used to complete the work, if applicable.
- f. Purchase order number, if issued.
- g. Signature of an authorized HPHA 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 HPHA representative.

The Contractor shall submit an estimate to the 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 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 HPHA 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.

**V. INSURANCE REQUIREMENTS** - Before commencing work, the Contractor shall furnish to the HPHA 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 HPHA 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 HPHA 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 HPHA. 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 HPHA.

**VI. 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@Optonline.net](mailto:CSmolder@Optonline.net).

Proposals are due by 2:00PM on February 26, 2019. Proposals shall be submitted with the following:

1. A signed Proposal form (included herein)
2. Qualification Questionnaire (included herein)
3. Copy of New Jersey Business Registration Certificate
4. Public Works Contractor Registration Certificate
5. 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.

**VII. 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 HPHA 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 HPHA taking consideration the evaluation factors set forth above.

**VIII. Davis-Bacon (D/B) Wage Rates:** It has been determined that Davis Bacon Wage Rates shall be prevalent during the course of this contract. By submitting a proposal, each bidder is thereby agreeing to and verifying that he/she will not pay his/her employees at rates not less than the following:

For work performed at all locations as listed in Appendix A, the prevailing Wage Determination shall be NJ24 (residential) at the following rates as of 1/4/19: Mason: \$42.20 plus \$32.26 fringes Mason Laborer: \$29.35 plus \$23.07 fringes (subject to change if the most recent Modification to the Determination changes 10 days prior to the receipt of proposals).

Any work order that exceeds \$2000.00 shall not be paid without the submission of payroll records.

## 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 1/24/19:

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

### **Mason Contractor**

The Housing Authority of the Borough of Highland Park (HPHA) will receive sealed proposals until 2:00 PM Tuesday, February 26, 2019 at which time they will be considered in accordance with the evaluation criteria contained therein, for as needed mason services for all HPHA locations in Highland Park, NJ. The resulting contract shall be for a two-year period, renewable for two additional twelve-month periods at the same rates and at the agreement of both parties. The complete Request for Proposals (RFP) may be obtained by downloading from the HPHA website at [www.HighlandParkHousing.org](http://www.HighlandParkHousing.org). Proposals must be received in a sealed envelope by 2:00 PM on 2/26/19 bearing the name and address of the proposer, endorsed and addressed to: Highland Park Housing Authority, 242 South Sixth Ave., Highland Park, NJ 08904, and clearly marked "Proposal for Mason Contractor Enclosed".

Proposers must be authorized to do business in New Jersey. Any proposer 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. The HPHA invites the participation of Minority-Owned Business Enterprises in this solicitation and reserves the right to reject any or all offers or to waive any informalities in this solicitation.

**Form of Contract-SAMPLE DO NOT SUBMIT WITH PROPOSAL**

**For Mason Contractor**

This **AGREEMENT** made this 1<sup>st</sup> day of April in the year 2019 by and between

(Name of Contractor)  
(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 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, material, equipment and services as requested in the Request for Proposals (RFP) dated February 26, 2019 for a Mason Contractor; and (list addenda here, if any), are incorporated herein by reference and made a part thereof.

**ARTICLE 2. THE CONTRACT TERM:** - This contract shall extend for a period of two years, April 1, 2019 – March 31, 2021. The contract shall be renewable for two additional one-year periods or one additional two-year period at the sole option of the Authority provided that all terms and conditions remain the same, both parties are in agreement and services are being performed in an effective and efficient manner. In no way shall the term exceed 4 years or \$40,000.00 in value.

**ARTICLE 3. THE CONTRACT PRICE** - This instrument is an Indefinite Quantities Contract (IQC) with no guarantee minimum amount and a maximum of \$40,000.00 for the entire contract term including extensions. If the value of the contract nears the maximum at any time, the Authority shall terminate the current contract and bid anew.

The Authority shall pay the Contractor for work performed during the Authority's business hours, Monday to Friday, 8:00 a.m. to 5:00 p.m., exclusive of holidays, at the following rates, inclusive of all costs for labor, tools and equipment.

The Authority shall pay the Contractor a fixed price for all concrete step replacements the amount of \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$\_\_\_\_\_.\_\_) per step and shall be inclusive of all costs for labor, tools and equipment.

In the event of "other work" as described in the specifications, the Authority shall pay the contractor's cost for materials used plus \_\_\_\_%. Also, the Authority shall pay the hourly rates listed below for "other work":

Mason: Hourly\_\_\_\_\_ (words)\_\_\_\_\_

Mason Laborer: Hourly\_\_\_\_\_ (words)\_\_\_\_\_

The Contractor shall submit an invoice by no later than the 10<sup>th</sup> day of each month for all work orders completed during the previous month. The invoice must be accompanied by completed work orders signed by a representative of the Authority, and paid receipts for material and approved specialized equipment costs.

The Authority shall make payments not more frequently than monthly upon the completion of work by the Contractor and the presentation of an invoice. Payment shall be due within 45 days of receipt of the invoice by the Authority.

**ARTICLE 4: PERFORMANCE OF WORK-** The Authority shall have the sole right and discretion to order work under this contract. The Authority reserves the right to award work of a similar nature, through other procurement methods, to other contractors.

Work shall be performed by the Contractor on an as-needed basis. The Authority makes no representation as to the amount of work that may be required during the contract period.

The Authority shall notify the Contractor of all work to be performed by means of a written work order. The Contractor shall be entitled to a minimum payment of two (2) hours labor charges for each completed work order. Labor charges shall be calculated based upon actual time spent at the housing project work site. No charges shall be made for travel or shop time. Fractions of hours shall be rounded up to the next hour.

Typically, work shall be performed during the Authority's standard business hours. However, the Contractor shall be available to respond to emergency work order requests during non-business hours.

The Contractor may perform or complete non-emergency work orders outside of standard business hours for the Contractor's convenience only if the Authority grants prior permission. For work performed under such circumstance, the Contractor will be compensated at the standard labor rates stated herein.

The Contractor shall respond to an emergency work order within twenty-four (24) hours of the receipt of written notification and shall respond to a non-emergency work order within seventy-two (72) hours of written notification.

The Contractor shall be equipped to perform the work with all tools and equipment ordinarily and incidentally used in the performance of masonry work. If specialized equipment is required to perform a work order, the Contractor shall so notify the Authority. The Contractor shall obtain the Authority's approval for the use and applicable charges for such equipment prior to the Contractor's commencement of the work order or the Contractor's procurement of equipment.

The Authority, at its discretion, may request an estimate from the Contractor of the labor and materials required to perform a work order. Estimates shall be provided at no cost to the Authority.

Upon completion of each work order, the Contractor shall present the completed written work order, indicating the actual time spent and materials used, to a designated representative of the Authority.

**ARTICLE 5. INSURANCE** - Before commencing work, the Contractor shall furnish the Authority with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract;

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 6. 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 on the bid due date before contract award.

The contractor shall also submit 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 7. CONTRACT DOCUMENTS**

The Contract shall consist of the following component parts:

- a. This Instrument

- b. General Contract Conditions (form HUD-5370)
- c. Instruction to Bidders (form HUD-5369)
- d. Request for Proposals for Mason Contractor

This instrument, together with the other documents enumerated in this Article, which said other documents are fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article shall govern, except as otherwise specifically stated. The various provisions in Addenda, if any, shall be construed in the order of preference of the component part of the Contract which each modified.

**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

---

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.

# Proposal Form

Proposal for: Mason 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

---

Contact Name / Title / Telephone Number

---

Contact Email Address / Fax Number

1. The undersigned, having fully familiarized themselves with all aspects of the Request for Proposals hereby proposes masonry services at the following rates:

## CONCRETE SIDEWALK REPLACEMENT

The Authority shall pay the Contractor a fixed per square foot price for all concrete sidewalk replacements the amount of \_\_\_\_\_dollars and \_\_\_\_\_ cents (\$\_\_\_\_.\_\_\_\_) per square foot and shall be inclusive of all costs for labor, tools and equipment.

## CONCRETE STEP REPLACEMENT

The Authority shall pay the Contractor a fixed price for all concrete step replacements the amount of \_\_\_\_\_dollars and \_\_\_\_\_ cents (\$\_\_\_\_.\_\_\_\_) per step and shall be inclusive of all costs for labor, tools and equipment.

In the event of "other work" as described in the specifications, the Authority shall pay the contractor's cost for materials used plus \_\_\_\_%. Also, the Authority shall pay the hourly rates listed below for "other work":

Mason: Hourly\_\_\_\_\_ (words)\_\_\_\_\_

Mason Laborer: Hourly\_\_\_\_\_ (words)\_\_\_\_\_

All work shall be completed during the hours of 8:00 AM to 5:00 PM Monday through Friday. The contractor shall not be paid overtime rates if he *chooses* to work during overtime hours when work can be done during normal business hours.

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.

Labor will be based on hourly rates unless otherwise specified. Hourly rates shall include all applicable charges; the HPHA shall not pay travel time or mileage to and from the repair site. Also, the HPHA shall not be responsible for the reimbursement of any costs not specifically set forth herein.

2. The contractor acknowledges the receipt of the following addenda, if any, issued by the HPHA:

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.)

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

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.

4. This Proposal is accompanied by:

1. A signed Proposal form (included herein)
2. Qualification Questionnaire (included herein)
3. Form HUD-5369-C, Cert. and Repr. of Offerors, Non-Construction Contract (included herein)
4. Copy of New Jersey Business Registration Certificate
5. Public Works Contractor Registration Certificate
6. 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.

\_\_\_\_\_  
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 Mason Contractor for the applicable HPHA 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

## Qualification Questionnaire

Proposal for: Mason Contractor

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) Home Improvement Contractor Registration number and effective date:

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

(h) Give trade references:

---

---

(i) Give bank references:

---

---

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 HPHA 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 \_\_\_\_\_

**Certifications and  
Representations  
of Offerors  
Non-Construction Contract**

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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)

- ☐ Black Americans ☐ Asian Pacific Americans
- ☐ Hispanic Americans ☐ Asian Indian Americans
- ☐ Native Americans ☐ 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:

## 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