

**Housing Authority of the Borough of Highland Park
242 South Sixth Avenue, Highland Park, NJ 08904**

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Donna Brightman, Executive Director

July 26, 2021

Request for Proposals

Elevator Maintenance and Repair Services

Highland Park, New Jersey

Proposals Due By 2:00 PM on Tuesday, August 17, 2021

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

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

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

Proposals will be received by the Authority until 2:00 PM on Tuesday, August 17, 2021.

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

II. TERM OF CONTRACT If awarded, the contract resulting from this Request shall be executed for a period of two (2) years, from September 1, 2021 – August 31, 2023 subject to the availability of funds. The Authority reserves the right to extend the contract for (2) two additional 12-month periods, or (1) one 2-year period, providing all rates and terms remain the same and both parties are in agreement.

III. GENERAL CONDITIONS The general conditions set forth below should be reviewed prior to bid submission:

1. The contractor must demonstrate through references that they, or their principles assigned to the project, have sufficient capacity (material, supplies and manpower) to complete services as outlined in this Request.

2. The Authority reserves the right to accept or reject any and all proposals, if it is in the best interest of the Authority to do so.

3. If applicable, the successful bidder shall be solely responsible for obtaining all federal, state, county and municipal approvals, licenses and permits, and shall comply with all applicable governmental laws, rules, regulations, including HUD, and orders respecting the premises and the use thereof.

4. Prior to the commencement of the contract term with the Contractor, it shall be the obligation of the Contractor to obtain and maintain Workmen's Compensation and Employer's Liability Insurance in accordance with the laws of the state of New Jersey, minimally as follows:

- Workmen's Compensation and Employer's Liability Insurance in accordance with the laws of the state of New Jersey.
- Comprehensive General Liability Insurance covering bodily injury and property damage, covering claims made at any time prior to, during, or subsequent to completion of the

Contractor's services with a limit of not less than \$1,000,000 per occurrence on bodily injury and death, and \$500,000 annual aggregate on property damage. The Authority shall be named as additional insured in this policy.

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

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

5. A **sample** of the required contract agreement is attached as Appendix B. Upon approval of award of the contract by the Board of Directors, the contractor and the Authority shall sign the contract with a commencement date of September 1, 2021.
 6. All work shall be provided in a professional workmanlike manner. **While working on behalf of the Authority, all related safety codes including OSHA shall herewith be complied.**
 7. The rates provided in the Proposal shall include full compensation for labor, equipment use, travel time and other costs to the Contractor. No other compensation shall be awarded to the Contractor.
 8. Time is of the essence in the performance of work; therefore, in the event the Contractor does not respond in a timely manner according to the response time documented on the proposal form, the Authority may, at its option, have the work completed by another Contractor. Repeated failures by the Contractor to respond may result in cancellation of the service contract.
 9. Contract shall be awarded to the lowest responsive, responsible bidder. After the contract has been awarded, but before any written orders are placed against the contract, the Contract Administrator will conduct an orientation conference with the Contractor and appropriate representatives of the Authority for the purposes of aiding both the Authority and Contractor personnel to achieve a clear and mutual understanding of general contract requirements. However, this conference shall not relieve the Contractor of responsibility for complying with any of the terms and conditions of the contract.
- If the post-award orientation is held, the Contract Administrator will provide specific details regarding the date, time, and location of the conference, and information regarding the items/topics to be discussed.
10. The Contractor shall be compensated as put forth on the proposal form attached herein.
 11. These specifications are for as needed services only. The Authority reserves the right to separately bid or receive quotes for separate projects if it is in the best interest of the Authority to do so.
 12. Contractors shall be excused from performance hereunder during the time and to the extent that the Contractor is prevented from obtaining, delivering, or performing in the customary manner by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants, or facilities by the government. The Contractor shall provide the Authority substantiating evidence that non-performance is due to

other than fault or negligence on his part.

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

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

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

SECTION 1. SERVICE

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

Department of Buildings and to the Authority, including correction of defects by the Contractor.

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

SECTION 2. MAINTENANCE

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

bearings, windings and coils, contacts and relays, rotating elements, coil contacts, resistors and contractors magnet frames, packing, drive belts, strainers and mufflers, controllers, selectors, leveling devices, operating devices; above ground piping, electric eyes, main line fuses and other mechanical and electrical parts at no additional cost to the Authority. Contractor's regular servicing visits to the Authority shall be a minimum of once per month and spaced within thirty day intervals.

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

SECTION 3. REPLACEMENT PARTS

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

SECTION 4. SCHEDULED SERVICE EXAMINATIONS

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

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

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

INSPECTION CHECKLIST AND INTERVALS

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

TIME INTERVAL: MONTHLY INSPECTION CHECKLIST

DUE ON THE 5TH DAY OF EACH MONTH BY 4:00 PM.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ALARM BELLS - Check car, pit and exterior alarm bells

TIME INTERVAL: SEMI-ANNUAL INSPECTION CHECKLIST

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

SAFETY SWITCH - Check electrical and mechanical operations

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

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

MAIN MACHINE - Gauge sheave groove for wear.

ROPE HOIST - Check tension and equalizer.

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

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

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

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

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

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

TIME INTERVAL: ANNUAL INSPECTION CHECKLIST

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

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

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

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

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

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

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

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

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

SECTION 5. RECORDS AND CODES

- A. The Contractor shall forward monthly to the Authority copies of the following records:
1. Records of service calls itemizing the nature of defect, identification by the manufacturer and part number of repair parts used, time arrived, time completed, date of repair and other pertinent information.
 2. The completed maintenance check list provided by the contractor. The maintenance checklist must be approved by Authority and in accordance with manufacturer's preventive maintenance specifications within 21 days of execution of the Contract. This list must also include a written report detailing equipment, operation and maintenance deficiencies (if any) which are the Authority's responsibility and Contractor's recommendations to correct same. The check list shall certify that the preventive maintenance service was performed.
 3. The service person shall log in as directed by the Maintenance Supervisor each visit under the terms of this Contract and supply the Supervisor with a copy of the completed work ticket and notify the Authority that the car is back in service by no later than 9:00 A.M. the following day.
 4. On all calls after hours, on weekends and legal holidays, the contractor shall be required to leave a copy of work tickets at the project location as specified by the Maintenance Supervisor.
- B. CODES
1. All work done and material furnished shall be in strict accordance with all applicable law and with the latest rules and regulations of all Municipal and other governmental agencies having jurisdiction over such matters.
 2. The Contractor shall prepare and submit to such governmental agencies for their approval all applications required by them, and shall obtain all necessary certificates of compliance issued by such agencies and deliver same to the Authority.

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

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

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

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

SECTION 7. OVERTIME

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

SECTION 8. CLEANING UP

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

SECTION 9. INSPECTION

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

SECTION 10. PROTECTION OF THE AUTHORITY'S PROPERTY

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

SECTION 11. AUTHORITY RESPONSIBILITY

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

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

SECTION 12. ACCESS TO ELEVATOR EQUIPMENT

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

SECTION 13. CHANGE IN WORK - LABOR

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

SECTION 14. FAILURE TO COMPLY

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

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

1. Contractor experience, applicable licenses and references (include sample monthly elevator maintenance monthly check list).
2. Bid proposal form (included herein).
3. Public Works Contractor Registration Certificate.
4. Business Registration Certificate.
5. A signed Affirmative Action Compliance Notice (included herein).

Proposals must be submitted by 2:00PM, August 17, 2021 by email to CSmolder@optonline.net, by fax to 732-985-6485 or by mail to:

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

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

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

Public Notice

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

The Housing Authority of the Borough of Highland Park (Authority) is requesting proposals from qualified, established professional elevator maintenance and repair services contractors (Contractors) to provide monthly elevator maintenance and as-needed repair services for the two elevators in the Samuel J. Kronman Building located at 242 So. Sixth Ave., Highland Park, NJ 08904. Proposals are due by 2:00 PM on Tuesday, August 17, 2021. The full Request for Proposals is available online at www.HighlandParkHousing.org. The Authority is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or handicapped status in the employment or procurement of services. Contractors are required to comply with the requirements of P.L. 1975 Chapter 127 (N.J.A.C. 17:27). The Authority reserves the right to reject any and all proposals.

Advertised: Home News Tribune 7/28/21

MANDATORY AFFIRMATIVE ACTION LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)
Goods, Professional Service and General Service Contracts

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Housing Authority of the Township of Woodbridge, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §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.

Woodbridge Housing Authority

BUSINESS REGISTRATION CERTIFICATE

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

Proposal Form

Proposal for: Elevator Maintenance and Repair Services Contractor

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

FROM:

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

1. The undersigned proposes to perform the maintenance services as per the specifications dated August 17, 2021 for a two year period at the following costs:

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

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

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

In the event a 5 year load test needs to be performed, the undersigned proposes a cost of _____ dollars per elevator during the entire contract terms including extensions, if any.

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

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

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

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

Addendum Number _____ dated _____
Addendum Number _____ dated _____

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

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

Attach additional pages, if needed.

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

4. This Proposal is accompanied by:

- (1) Non-Collusive Affidavit;
- (2) Qualification Questionnaire.
- (3) Copy of New Jersey Business Registration Certificate, issued by the New Jersey Department of the Treasury, Division of Revenue.

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

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

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

AFFIDAVIT

State of _____

SS.

County of _____

_____ being first duly sworn deposes and says:

(Individual's name)

THAT he is _____,

(Owner, Officer or Partner of the firm of etc.)

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

(Signature of Offeror)

Subscribed and sworn to before me, this ____ day of _____ in the year ____.

Notary Public

My Commission expires _____

Date

Highland Park Housing Authority

AFFIRMATIVE ACTION COMPLIANCE NOTICE

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

GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

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

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

- a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
- OR
- b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
- OR
- c. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____ DATE: _____

Non-Collusive Affidavit

AFFIDAVIT

State of _____

County of _____

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

THAT he is _____ of
(Owner, Officer or Partner)

(Firm Name)

the party making the foregoing proposal dated August 17, 2021 for elevator maintenance and repair services; that such proposal is genuine and not collusive or sham; that the offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any offeror or person, to put in a sham proposal or to refrain from offering a proposal, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed prices of affiant or of any offeror, or to fix any overhead, profit or cost element of said proposed prices, or of that of any other offeror, or to secure any advantage against the Housing Authority of the Borough of Highland Park or any person interested in the proposed contract; and that all statements in the said proposal are true.

(Signature of Offeror)

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

Notary Public

My Commission expires _____

Qualification Questionnaire

Proposal for: Elevator Maintenance and Repair Services

Name of Offeror: _____

Address: _____

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

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

_____ Years.

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

_____ Years.

(c) If a corporation, answer the following:

Date of incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice President's Name(s): _____

(d) If a partnership, answer the following:

Date of Organization: _____

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

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

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

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

(i) Give trade references:

(j) 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 Authority in verification of the recitals comprising this Statement of Offeror's Qualification; and that all answers to the foregoing questions and all statements therein contained are true and correct.

(Signature of Offeror)

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

Notary Public

My Commission expires _____

REFERENCES

List at least 3 references. Please fill completely.

REFERENCE #1

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

REFERENCE #2

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

Reference #3

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

Highland Park Housing Authority

PROPOSAL DOCUMENT CHECKLIST

PROPOSAL DOCUMENT CHECKLIST*

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

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

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

For Elevator Maintenance and Repair Services Contractor

This **AGREEMENT** made this 1st day of September in the year 2021 by and between

Company Name
Address

hereinafter called the "Contractor," and the

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

hereinafter called "Highland".

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

Article 1. Statement of Services. The Contractor shall furnish all labor materials, tools and equipment and shall perform and complete all work required for the monthly maintenance and as-needed repair of the two elevators located at the Samuel J. Kronman Building, 242 So. Sixth Avenue, Highland Park, NJ 08904 as per the specifications dated August 17, 2021 which are incorporated herein by reference and made a part hereof.

Article 2. Term of Contract. This contract shall extend for a period of two years, September 1, 2021 through August 31, 2023. The contract shall be renewable for two additional twelve-month periods or one additional two-year period at the agreement of both parties and at the same rates and terms stipulated herein.

Article 3. Schedule and Coordination. The Contractor shall perform all preventative maintenance work beginning September 1, 2021 once monthly as outlined in the Specifications dated August 17, 2021. The Contractor shall perform monthly maintenance on all elevators before the 8th of each month, and shall submit approved checklists and an invoice before the 11th of each month. Payment for monthly maintenance shall not be issued until checklists have been received, reviewed and rendered acceptable by Highland.

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

Article 5: Compensation. Highland shall pay the Contractor for the performance of this contract as identified in the Request for Proposals and the Contractor's Proposal dated August 17, 2021, in current funds, subject to additions and deductions as provided, the total sum of Not To Exceed (_____) (\$_____) monthly for a two year period, and at an hourly rate of (_____) (\$_____) for additional as needed repairs. In the event a 5 year load test needs to be performed, the undersigned proposes a cost of _____ (\$_____) per elevator during the entire contract terms including extensions, if any.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. This instrument;
2. The Request for Proposals dated August 17, 2021;
3. The Contractor's proposal dated August 17, 2021;
4. Addenda (if any).

This instrument together with the document enumerated in this Article form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated. In the event that any provision in one of the component parts of the Contract conflicts with any provision of any other component part, the provision in the component part first enumerated in this Article 8 shall govern, except as otherwise specifically stated.

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

In the presence of:

_____ by _____
Name
Title
Company Name
Phone Number

In the presence of:

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