



INVITATION TO BID

***ROUTINE PLUMBING MAINTENANCE SERVICE & REPAIRS
ON AN AS NEEDED BASIS
and
WHEN NECESSARY,
ALTERATION OR REPLACEMENT OF EXISTING SYSTEMS***

***For Bid Information Contact
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July 2026

Table of Contents

BID DOCUMENT SUBMISSION CHECKLIST.....	4
ADVERTISEMENT.....	5
GENERAL INSTRUCTIONS.....	7
SPECIFICATIONS.....	21
1.0 Basis of Bid Award.....	23
2.0 Contractor Requirements.....	23
3.0 Request for Services.....	25
4.0 Response Time.....	25
5.0 Materials/Furnishing Parts/Equipment.....	26
6.0 Contract Term.....	27
7.0 Contract Price and Payment Procedures.....	28
8.0 Special Conditions.....	28
9.0 Owners' Right to Inspect and Required Work.....	29
10.0 Overtime and Holidays.....	29
11.0 Plumbing Service Contract.....	29
Contractor & Subcontractor Qualifications & Licensing Requirements.....	38
Property & Contact List.....	39
Proposal Cost Form.....	41
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA.....	44
REFERENCES FORM.....	46
Reference # 1.....	46
Reference # 2.....	46
Reference # 3.....	47
Revised Contract Language for BRC Compliance.....	50
AFFIDAVIT OF NON-DEFAULT.....	52
BIDDER'S AFFIDAVIT.....	54
STOCKHOLDER DISCLOSURE CERTIFICATION.....	56
AFFIDAVIT FOR AFFIRMATIVE ACTION PLAN.....	58
AFFIRMATIVE ACTION AFFIDAVIT.....	59
AFFIRMATIVE ACTION REGULATIONS.....	61

AFFIDAVIT FOR MINORITY BUSINESS ENTERPRISES.....	63
STAMEMENT OF COMPLIANCE WAGE RATES.....	64
INSURANCE REQUIREMENT AND ACKNOWLEDGMENT FORM.....	66
AFFIRMATIVE ACTION COMPLIANCE NOTICE.....	67
STATEMENT OF COMPLIANCE.....	68
GENERAL CONTRACTOR & SUB- CONTRACTOR QUALIFICATION QUESTIONNAIRE.....	74
GENERAL CONTRACTOR QUALIFICATION QUESTIONNAIRE.....	76
SUB- CONTRACTOR QUALIFICATION QUESTIONNAIRE.....	83
CONFLICT OF INTEREST and POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION.....	90
W. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Contractor Instructions.....	91
LIST OF AGENCIES WITH ELECTED OFFICIALS REQUIRED FOR POLITICAL CONTRIBUTION DISCLOSURE.....	95
BYRD ANTI-LOBBYING AMMENDMENT CERTIFICATION.....	96
Prohibited Russia-Belarus Activities & Iran Investment Activities.....	97
SECTION 3 REQUIREMENTS AND CERTIFICATION.....	100
APPENDICES.....	106

Highland Park Housing Authority

BID DOCUMENT SUBMISSION CHECKLIST

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected (N.J.S.A. 40A:11-23.2)

Required with Submission of Bid	Bidder's Initials
A Statement of Ownership Disclosure, pursuant to N.J.S.A. 52:25-24.2	
A listing for each Subcontractor's /Certification to be used as required by N.J.S.A. 11-16	
Bidder's Acknowledgment of Receipt of any Notice(s) or Revision(s) or Addenda to an Advertisement, Specifications or Bid Documents	

B. Failure to submit the following documents may be cause for the bid to be rejected (N.J.S.A. 40A:11-23.1b)

Required with Submission of Bid	Bidder's Initials
Bid Document Submission Checklist	
Proposal Cost Form(s)	
Affidavit of Non-Default	
Bidder's Affidavit	
Byrd Anti-Lobbying Amendment Certification	
Affidavit of Affirmative Action Plan	
Affirmative Action Affidavit	
Affirmative Action Regulations	
Affidavit for Minority Business Enterprise	
General Contractor Qualification Questionnaire	
Representations, Certifications and Other Statements to Bidders	
Statement of Compliance with HUD Determined Wage Rates	
References Attachment	
Contractor & Sub-Contractor Qualifications and Licensing Requirements.	
Public Works Contractor Registration Act Certification	
New Jersey Business Registration Certification	
Affirmative Action Compliance Notice	
Conflict of Interest & Political Contribution Disclosure Certification	
W-9 Form (Request for Taxpayer Identification Number and Certification)	
Section 3 Requirements and Certification	
Prohibited Russia-Belarus Activities & Iran Investment Activities	
Insurance Requirement & Acknowledgment Form	
Statement of Compliance	
Appendices	

PRE-BID MEETING: NONE SCHEDULED

BID SUBMISSION DEADLINE: 1:00 PM ON WEDNESDAY, AUGUST 12, 2026

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the bidder of the need to read and comply with the specifications.

C.

Name of Bidder: _____

Signature of Bidder: _____

Print Name and Title: _____

Date: _____

ADVERTISEMENT

Public Notice on or before Friday July 24, 2026 in accordance with P.L. 2025, c.72 & Local Finance Notice 2026-01

NOTICE TO BIDDERS

The Highland Park Housing Authority will be receiving sealed bids for:
ROUTINE PLUMBING MAINTENANCE SERVICE & REPAIRS ON AN AS NEEDED BASIS
And WHEN NECESSARY, ALTERATION OR REPLACEMENT OF EXISTING SYSTEMS in
accordance with specifications Highland Park HA dated July 2026.

The bid opening will be held at **1:00 p.m. prevailing time on Wednesday August 12, 2026**, at the Highland Park Housing Authority, 242 South Sixth Avenue, Highland Park, NJ 08904, at which time they will be opened and publicly read via teleconference. LATE BIDS WILL NOT BE ACCEPTED. PHOTOCOPIES, FACSIMILIES OR EMAILS OF THE BID DOCUMENTS WILL NOT BE ACCEPTED IN LIEU OF THE ORIGINALS.

A hard copy of the bid MUST be mailed, or hand delivered to the address below and include.

- 1) On original forms in a sealed envelope no later than the date & time outlined in the bid.
- 2) Addressed and mailed to the Deborah Hurley at the address noted below
- 3) Bearing the name and address of the bidder on the outside
- 4) Clearly marked "BID" with the name of the item(s) being bid

Highland Park Housing Authority
242 South Sixth Avenue
Highland Park, NJ
08904

All hard copies mailed, or hand delivered to the above address shall be kept sealed and will be received and publicly opened via teleconferencing on the date and time specified below.

This bid opening can be attended by logging into Zoom in the following manner:

The Highland Park Housing Authority reserves the right to reject any or all bids, waive any informalities in the bidding, sever or make awards of all or parts of any bids to one or more bidders. No bid shall be withdrawn for a period of sixty (60) days subsequent to the bid opening without the consent of the Highland Park Housing Authority.

Deborah M. Hurley
Executive Director
Highland Park Housing Authority

by: Vincent Bufis, Q.P.A.

Purchasing Agent

GENERAL INSTRUCTIONS

1. SUBMISSION OF BIDS

- A. All documents must be completed as required, and vendor must submit their bids no later than the date and time outlined in the bid documents.
- B. A hard copy of each bid **MUST** also be mailed, or hand delivered:
 - 1) addressed to Deborah Hurley of the Authority
 - 2) bearing the name and address of the bidder on the outside
 - 3) clearly marked " BID" with the name of the item(s) being bid
 - 4) provide one original copy of the bid documents
- C. All hard copies mailed, or hand delivered to the above address shall be kept sealed and will be received and publicly opened via teleconferencing on the date and time specified in the public notice.
- D. It is the bidder's responsibility to see that bids are presented to the Authority's Purchasing Department on the hour and at the place designated. Bids may be hand delivered or mailed; however, the Authority disclaims any responsibility for bids forwarded by regular mail or common carrier. Respondents are cautioned that reliance on the US Postal Service, other mail delivery, and or courier service for timely delivery of submissions is at their own risk. Failure by the Respondent's submission to reach the Purchasing Department of the Authority by the prescribed time will result in a return of the unopened submission. Mailing submissions should allow for normal mail delivery time and internal circulation within the Authority to ensure the timely receipt of their submissions by the Authority's Purchasing Department. All bids mailed to the designation in B. above must also appear on the outside of the envelope.
- E. The Authority reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.
- F. The Authority reserves the right to suspend or terminate the procurement process herein described at any time (at its sole discretion). If terminated, the Authority may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
- G. More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.
- H. The information in each submission may be subject to public disclosure pursuant to State and Federal law.
- I. Submissions will be held confidential during the bid process until such time as the final contract is executed, upon such time the bid submittals may be subject to the Open Public Records Act for non-proprietary information.

- J. It is the responsibility of the prospective vendor to indicate what submitted information is proprietary.
- K. All submissions will become the property of the Authority.
- L. Submitted packages will not be returned to respondents.
- M. The preparation of a response shall be at the expense of the respondent. The Authority will not reimburse firms for any costs associated with the preparation or submittal of a response.
- N. By responding to this request, firms acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.
- O. Submissions which, in the sole judgment of the Authority, fail to meet the requirements of this request or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.
- P. Proposers assume sole responsibility for the complete effort required in this request for bid. No special consideration shall be given after responses are opened because of a responder's failure to be knowledgeable of all the requirements of this request. By submitting a response to this offering, the vendor represents that it has satisfied itself, from its own investigation, of all the requirements of this request for bid.
- Q. Protest of restrictive specifications or improprieties in the solicitation, by any interested party, must be received by the Procurement Department of the Authority, in writing, not less than three (3) working days before the closing date for receipt of submissions.
- R. The proposal submitted by the vendor shall be binding on the vendor.
- S. The Authority has the option, in its sole discretion, to reduce or extend the scope of work for any task or subtask called for under this contract. In such an event, the Contracting Officer of the Authority shall provide advanced, written notice to the vendor.
- T. Upon receipt of such written notice, the vendor will submit, within ten (10) working days to the Contracting Officer of the Authority, an itemization of the work effort already completed by task or subtasks. The vendor shall be compensated for such work effort according to the applicable portions of its cost proposal.
- U. The Authority reserves the right to cancel this contract with thirty (30) days written notice to the vendor with or without cause.
- V. The Authority may consider the reputation and experience of the vendor and information that might result in debarment or suspension of the vendor from contracting with the State of New Jersey or any public agencies. A vendor that has been debarred or suspended by New Jersey, or any other State, or related agencies will be disqualified.

2. BID SECURITY(NOT NECESSARY)

The following provisions, if indicated by a (check mark) shall be applicable to this bid and be made a part of the bidding documents. All costs associated with securing the required bonding shall be paid by the contractor and shall be included in the total cost.

BID GUARANTEE (NOT NECESSARY)

CONSENT OF SURETY (NOT NECESSARY)

PERFORMANCE & LABOR & MATERIAL PAYMENT BONDS (NOT NECESSARY)

3. QUOTATIONS, BIDS AND FORMS

- A. The Highland Park Housing Authority is exempt from any local, state or federal sales, use or excise tax. The Authority will not pay service charges such as interest or late fees.
- B. Bids must be signed in ink by the bidder, all quotations shall be made electronically, or by ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.
- C. Failure to sign and give all information in the bid may result in the bid being rejected.
- D. The inability of any bidder to quote on all items listed in this solicitation will not preclude consideration of his/her bid.
- E. Carelessness in quoting prices or in preparation of the bid will not relieve the bidder from performance of the services required by these bid documents.
- F. *Non-Applicable.*
- G. Insert prices for furnishing all of the material described. Prices shall be met including all transportation charges fully prepaid by the contractor (F.O.B. destination, freight prepaid) and placement as designated by the Authority. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors' convenience when a single shipment is ordered.
- H. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid shall be withdrawn for a period of (60) days after the bids are received.
- I. All forms shall be completed and attached in the bid proposal. *BIDDER IS ALERTED TO THE BID DOCUMENT CHECK LIST PAGE.*
- J. All formal solicitations are opened and read publicly at the Authority's main office building in the presence of any parties bidding or their agents who are then and there present, and shall also make proper record of the prices and terms upon the tabulation worksheets.
- K. All submissions shall be evaluated by the Contracting Officer and members of the Evaluation Committee. An award shall be made to the lowest responsive and responsible bidder providing a submission that results in the lowest ultimate cost to the Authority.
- L. In determining the responsiveness of a bid submission, the Contracting Officer will review the bidder's response as to its conformity with all stated requirements of the bid solicitation. Once a bidder is determined responsive, bids will be reviewed as to price and value consideration of their comparative products as normally stated within this solicitation.
- M. Bidder responsiveness is considered prior to any award recommendation. *Past performance histories are considered, and any requested bidder references checked. The Authority, at its sole option, may disqualify a bidder with whom it had documented prior negative experience on similar projects or services.*

4. INTERPRETATIONS AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications by the Authority. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Contracting Officer. In the event the bidder fails to notify the Authority of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to Vincent Bufis, the Authority's Purchasing Agent at **Bufis@BRConsultants.onmicrosoft.com**. In order to be given consideration, written requests for interpretation must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with Statute. All addenda so issued shall become part of the contract documents and shall be acknowledged by the bidder in the bid. The Authority's interpretations and corrections thereof shall be final.
- D. The last day for submission of questions and/or clarifications shall be Wednesday, July 29 2026, at 12:00 p.m.
- E.
 - 1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 - 2. In the event of a discrepancy between the unit prices and the extended totals, the unit prices shall prevail.
 - 3. In the event there is an error of the summations of the extended totals, the computation by the Authority of the extended totals shall govern.

5. BRAND NAMES, STANDARDS OF QUALITY, PATENTS

- A. Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with prevailing statutes.
- B. Brand names and descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between the materials described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- C. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The Authority reserves the right to evaluate the equivalency of a product which, in its

deliberations, meets its requirements. Manufacturer "cut sheets" will not be an acceptable method of demonstrating product equivalency.

- D. The contractor shall hold and save harmless the Authority, its officers, agents, servants and employees, from any liability of any nature and kind for or on account of use of any copyrighted or copyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.
- E. Wherever practical and economical to the Authority, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

6. AWARD OF BID

- A. The Authority reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsive and responsible bidder, if it is in the best interest of the Authority to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected; any bid having erasures or corrections in the price sheet may be rejected; any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond shall be rejected.
- B. The Authority further reserves the right to award each location separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the Authority's opinion is in the best interest of the Authority. Additionally, the Authority reserves the right to award a contract for one, or two years, or any combination thereof. Without limiting the generality of the foregoing, the Authority reserves the right to award a contract based on any option that may be described in the bid proposal or based on any combination thereof.
- C. The Authority reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- D. *Past performance histories are considered, and any requested bidder references checked. The Authority, at its sole option, may disqualify a bidder with whom it had prior negative experience on similar projects or services.*
- E. Should the bidder, to whom the contract is awarded, fail to enter into a contract within the timeframe allowed under Statute, the Authority may then, at its option, accept the bid of the next lowest responsible bidder.
- F. The effective period of this contract will be for Two (2)-years beginning September 1, 2026 and terminating August 31, 2027 unless otherwise noted in the specifications. Continuation of the terms of this contract beyond the first year is contingent on availability and appropriation of funds in the following year's budget. In the event of unavailability of such funds, the Authority reserves the right to cancel this contract. The Authority, at its sole discretion, has the option to extend the contract for One (1) additional year upon termination of the original contract term.

G. Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.

7. NEW JERSEY PREVAILING WAGE ACT (When Applicable)

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payrolls within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at:

<https://www.nj.gov/labor/wageandhour/prevailing-rates/>

8. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is a "person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute (N.J.S.A. 34:11:56.25(5)). The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance"

includes painting and decorating as is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at:

<https://www.nj.gov/labor/wageandhour/registration-permits/register/publicworksregistration.shtml>

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

NOTE: All labor costs and wages to be paid to employees for all Buildings **MUST** be New Jersey Prevailing Wage Rates for each job classification used. The 2026 New Jersey Prevailing Wage Rates for Middlesex County may be downloaded from the following site: <https://www.nj.gov/labor/wageandhour/tools-resources/forms-publications/>

9. **BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**

Byrd Anti-Lobbying Amendment Certificate, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

10. **NON-DISCRIMINATION**

There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, lesbian, gay, bisexual, transgender, familial status, liability for service in the Armed Forces of the United States of America, or nationality. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

11. **MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE**

NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE EEO/AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127, AS AMENDED FROM TIME TO TIME, AND THE AMERICANS WITH DISABILITIES ACT.

Procurement, Professional and Service Contracts

All successful vendors must submit prior to an award of the contract one of the following:

- 1) A photocopy of their Federal Letter of Affirmative Action Plan Approval, or
- 2) A photocopy of their State Certificate of Employee Information Report, or
- 3) A photocopy of completed Affirmative Action Employee Information Report: AA302- available on-line at: www.state.nj.us/treasury/contract_compliance

Construction Contracts

All successful contractors must submit prior to signing of the contracts an Initial Project Manning Report (AA201- available on-line at:

www.state.nj.us/treasury/contract_compliance for any contract award that meets or exceeds the bidding threshold.

12. WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34.51 et seq., and N.J.A.C. 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) aka hazardous substance fact sheet, must be furnished.

13. STATEMENT OF CORPORATE OWNERSHIP (STOCKHOLDER DISCLOSURE CERTIFICATION)

In accordance with N.J.S.A. 53:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited partnership, Subchapter S corporation or sole proprietorship, there is submitted to the Authority a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal, whether or not a stockholder or partner owns less than 10% of the business submitting the bid.

Failure to submit a statement of corporate ownership shall be cause of rejection of the bid.

14. ACQUISITION, MERGE, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit, when required, a Performance Bond and Labor and Material Payment Bond in the amount of the open balance of the contract.

15. **INSURANCE AND IDEMNIFICATION**

If it becomes necessary for a contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided with the Highland Park Housing Authority named as additional insured in the certificate holder section at the bottom of the Certificate of Insurance, and a description of the project/services for which a contract is awarded shall be noted in the proper section of the certificate.

The proposer shall submit to the Authority annually and upon execution of a Contract, an Insurance Certificate evidencing all coverage noted herein. Evidence of current insurance coverage shall be provided in the form of a certificate, which shall be submitted no later than ten (10) days after receipt of notice of intent to award contract.

A. Insurance Requirements (Worker's Compensation and Employer's Liability Insurance)

This insurance shall be maintained in full force during the life of this contract by the bidder covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34.15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability \$1,000,000.00

B. Commercial General Liability Insurance

1. Commercial General Liability: \$1,000,000 Each Occurrence / \$2,000,000 Aggregate

a. Liquor Liability, Sexual Abuse / Molestation and Athletic Activities must be included

b. Completed Operations must be included

2. **Business Automobile Liability:** \$1,000,000 combined single limit any one accident
 - a. All owned, hired or non-owned automobiles used in connection with this agreement
3. **Professional Liability/Errors & Omissions Liability:** \$1,000,000 each claim / \$1,000,000 annual aggregate
 - a. Must not contain cyber, privacy or network-related exclusions
4. **Workers' Compensation: Statutory**
5. **Employers' Liability: \$1,000,000**
6. **Crime: \$1,000,000**
 - a. Must include Employee Theft and Client Coverage
7. **Cyber Liability: \$1,000,000 Each Claim / \$1,000,000 Aggregate**

Indemnification

Successful respondent shall indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected to, or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

The Authority will not accept Mutual Limitation of Liability terms.

16. **PAYMENT**

Payment will be made after a properly executed Authority voucher has been received and formally approved on the voucher list by the Board of Commissioners at its subsequent regular meeting. The voucher will be certified correct by the Purchasing Agent who received the goods or services.

The contractor shall submit invoices to the Authority within ten (10) days of completion of task or service call. Supporting documentation must be submitted evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. Invoices must reference the tasks and fixed prices for each task completed, as well as a detailed breakdown for labor hours and material costs. Copies of vendor invoices for material must be attached with each invoice. All invoices must be approved by the Authority Board of Commissioners before payment will be authorized.

Properly submitted invoices for work completed to the satisfaction of the Authority and received by the Purchasing Agent no later than the first Friday of each month, will be processed for payment by the end of the month.

From time to time, the Authority staff shall monitor the hours of work submitted and the work accompanied by contractor to confirm conformance to the requirements of the Contract.

17. **TERMINATION**

a) ***DEFAULT***

Non-performance of the contractor in terms of specifications shall be a basis for termination of the contract by the Authority. The Authority may terminate the contract upon 30 days' written notice to the contractor. The Authority shall not pay for any services and/or materials which are unsatisfactory. The contractor may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

b) ***UNCONDITIONAL TERMINATION FOR CONVENIENCE***

The Authority may terminate the resultant contract for convenience by providing sixty (60) calendar days advance notice to the contractor.

c) ***TERMINATION FOR DEFAULT***

If the contractor fails to meet deadlines, or fails to provide the agreed upon services, and or material altogether, a termination for default will be issued, but only after the Authority has determined the contractor has failed to remedy the problem after being forewarned.

d) ***TERMINATION BY THE AUTHORITY***

If the contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Authority may terminate this contract. If the contractor should persistently or repeatedly refuse or fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work on this contract, the Authority shall give contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the contractor shall be allowed seven (7) calendar days to cure such deficiencies.

18. **INDEMNIFICATION**

The contractor agrees to indemnify and save harmless the Authority, its officers, agents and employees, hereinafter referred to as indemnities, from all suits, including attorney's fees and costs of litigations, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Workers Compensation law, or arising out of failure of the contractor or those acting under contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

19. **ADDITIONS/DELETIONS OF SERVICE**

The Authority reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the contractor will be reduced proportionally to the amount of service deleted in accordance with the bid price. Should additional services be required, payment to the contractor will be increased proportionally to the amount of service added in accordance with the bid price.

20. Vendor's literature and/or pricing sheets will not be accepted in lieu of completing the proposal blank(s) set forth in these specifications.

21. **ALTERING OFFICIAL DOCUMENT**

Bidders shall not write in margins or alter the official content or requirements of the Authority bid documents.

22. **SPECIFICATIONS**

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Contracting Officer no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

23. **OWNERSHIP OF MATERIAL**

The owner shall retain all of its rights and interest in any and all documents and property furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner.

24. **AMENDMENTS TO N.J.S.A. 2C:21-33 et seq. "TRUTH IN CONTRACTING"**

Provisions of law govern false claims and representation. It is a serious crime for the vendor to knowingly submit a false claim and/or knowingly make material misrepresentation. There are enhanced penalties for areas of false claims, bid rigging

and bribery, gratuities and gifts; and conflict of interest. Please consult the statute for further information.

25. **N.J. BUSINESS REGISTRATION PROGRAM**

Certificate required pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>

26. **"PAY TO PLAY" NOTICE OF DISCLOSURE REQUIREMENT- P.L. 2005 Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A-20.27)**

- 1) Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
- 2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
- 3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at: www.elec.state.nj.us.
- 4) if you have any questions please contact ELEC at 9-888-213-ELEC (3532) (toll free in NJ) or 609-292-8700

27. **NON-ALLOCATION OF FUNDING TERMINATION**

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the contractor thereunder, whether in whole or in part, the Owner, at the end of the fiscal year may terminate such services. The Owner will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Contract during the term, or any service hereunder, merely in order to acquire identical services from a third-party contractor.

28. **FORCE MAJURE**

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Contract if the fulfillment of any term or provision of this Contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Contract is delayed or prevented by

any court order, or action or injunction or other such agreement, this Contract shall become voidable by the Authority by notice to each party.

The Authority and the contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligation of this Contract.

The terms of this Contract shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

29. **NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS**

Public funds may be used to pay only for goods delivered or services rendered. The Authority shall not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Authority to pay additional fees.

30. **FIRM FIXED CONTRACT**

This is a firm fixed contract, prices firm, FOB to Authority locations. No price escalation will be allowed. The vendor shall void the contract and permit the Authority to solicit open market pricing should any price increase or surcharge be imposed.

31. **W-9**

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link:
www.irs.gov/pub/irs-pdf/fw9.pdf

32. **HIPPA (If Applicable)**

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPPA) as may be amended from time to time, and the corresponding HIPPA regulations for the confidentiality and security of medical information.

The contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

33. **PUBLIC EMERGENCY**

In the event of a Public Emergency declared at the Local, State or Federal Level, if the Authority opts to extend terms and conditions of this bid, the contractor agrees to extend the terms and conditions of this bid, whether existing, expiring or expired no longer than

six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet his requirement, the Authority may solicit the goods and/or services from any bidder on this Contract.

36. SOURCE OF SPECIFICATIONS/ BID PACKAGES

Official Authority bid packages for routine goods and services are available at no cost to the vendor and may be requested by contacting or visiting the Highland Park Housing Authority at 242 South Sixth Avenue, Highland Park, NJ 08904.

Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. The Authority is not responsible for third party supplied specifications.

37. EMPLOYEE WAGE REPORTING (When Applicable)

The contractor and any subcontractor thereof engaged under a contract pursuant to this specification is subject to and shall comply with the provisions of N.J.S.A. 34:11-68 with respect to record keeping of all individuals engaged in the collection or transportation of solid waste or recyclable material, excluding recycled or reclaimed asphalt or concrete, collected under this Contract.

By entering into a Contract, the contractor acknowledges the provisions of N.J.S.A. 34:11-68 with regard to the authority of the Commissioner of the Department of Labor and Workforce Development to investigate the contractor or subcontractor's wages and any penalties that may result from failure to comply.

38. COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN

P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran.

Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 ("[Russia-Belarus list](#)") or in Iran pursuant to P.L. 2012, c. 25 ("[Chapter 25 list](#)").

SPECIFICATIONS

The Authority (owner) requests bids from contractors for the provision of services such as routine plumbing maintenance and repairs on an as needed basis, upgrade, stabilization and

when necessary, alteration or replacement work for existing plumbing systems as directed by the owner's Contracting Officer or designee. The Authority reserves the right to add or remove facilities during the term of the contract. Contractors will be utilized on an as needed or emergency basis. No guarantees are made or implied for the total value of this contract.

REPAIRS

During the course of the work, if repairs are identified, approval from the authorized personell of the Authority is required for the work before contractor may proceed with the repair. Verbal authorization and/or purchase order number will be provided to contractor. For repairs in excess of \$2,000.00 identified during after-hours or emergency call-ins, the authorized representative shall be contacted by telephone for advisement and approval.

HOURLY LABOR RATE

Labor hours shall be shown in the proposal cost form.

The Authority does not guarantee any minimum or maximum number of hours and will pay only for the actual number of hours authorized and worked.

All prices shall be firm and include transportation charges for providing services to any of the Authority's locations. Contractor travel costs must also be incorporated in the bid proposal labor hour prices. **Hourly labor rates begin with Contractor's arrival at the site and end when Contractor leaves the site.** After the first full hour, hourly rates shall be prorated to the closest fifteen (15) minute interval.

MATERIALS

Parts / Materials Prices: All materials shall be invoiced at actual wholesale cost plus a percentage (%) markup, but not to exceed twenty percent (20%). Copies of the contractor's own purchase invoices reflecting actual costs shall accompany each invoice to the Authority.

ESTIMATE OF WORK HOURS

The owner does not and will not warrant or guarantee the amount of work hours to be supplied/required in any given day, week, month or year, or in the aggregate, pursuant to any contractual agreement awarded under these bid specifications. Nothing contained in any of the bid documents shall be construed to guarantee or warrant any amount of work hours. Nothing herein shall entitle the Contractor to any claim to an hourly price increase for lost profits or for any other compensation whatsoever in the event that the actual work hours supplied/required under this agreement are more or less than estimated work hours.

Each bidder shall examine and become thoroughly familiar with all existing conditions, including all applicable laws, ordinances, rules and regulations that will affect the work, prior to submitting a proposal. The bidder shall visit the sites, examine the existing conditions, equipment and systems, and ascertain by any reasonable means all conditions that will in any manner affect the work, in order to be fully informed prior to submitting a proposal. These specifications are intended to present an essentially accurate indication of the systems currently in place. This, however, shall not relieve the bidder of the necessity for fully informing himself/herself as to the existing conditions.

1.0 Basis of Bid Award

- 1.0 Bidders must submit the price for labor based on hourly rate to be charged for the trade disciplines being bid. The hourly rate shall apply to all workers, without regard to title or worker classification. The hourly rate is not a payroll rate. The bidder's responsibility to pay prevailing wages is not affected by bidding a single hourly rate.
- 1.1 The owner reserves the right to award multiple contracts, both to the lowest responsive and responsible bidder as the Primary contractor and to the second lowest responsive and responsible bidder as the Secondary contractor. In the event of the inability or failure of the Primary contractor to respond to a request for emergency service within (1) hour maximum, (8 hours for non-emergency) the Secondary contractor will be notified of the request for service.
- 1.2 The Authority Contracting Officer or designee shall determine if the Primary Contractor is unable or fails to respond.
- 1.3 Work to be provided at various properties owned and/or managed by the Authority. The Contractor shall be required to work on any future facilities added to the Authority's portfolio during the contract term. As an aid to bidders, a representative inventory of the owner's locations is listed below:

- Samuel J. Kronman Apartments
242 So. Sixth Avenue
Highland Park, NJ 08904
- Park Terrace Apartments
Highland Park, NJ 08904

2.0 Contractor Requirements

- 2.1 All bidders must possess a State of New Jersey license for the trade disciplines for which they are submitting a bid and must provide proof of licensure with the bid response.
- 2.2 Each bidder must submit with their bid an experience statement naming

facilities presently under contract along with the names and phone numbers of the main contact person at each facility. The owner has the

right to validate the work performed at each facility listed by the bidder with phone calls and/or site visits.

2.3 Contractor shall:

- (a) perform in a professional manner on a timely basis by qualified, competent full-time personnel authorized to work in the country, state and municipality in which they provide services;
- (b) not infringe or encroach upon any party's personal, contractual or proprietary rights, including patent, trademark and service mark, copyright, right of privacy or trade secret rights;
- (c) provide materials of good quality and without defect, and conform to all specifications and other descriptions set forth herein; further represents and warrants that all goods furnished in the provision of services will be new unless otherwise specified and agreed to in writing by the Authority Contracting Officer or designee, will be free from defects in materials, workmanship, and design, and will conform to all applicable manufacturer's specifications;
- (d) be in conformity with all federal, state or local laws, regulations or orders.

2.4 The Contractor shall provide a cost estimate to owner for work in excess of \$2,000. Prevailing Wage requirements apply to certain functions to be determined at time of work. The Contractor shall respond with a cost estimate within 24 hours, excluding weekend and holidays. If at the discretion of the Authority Contracting Officer or designee, the job/cost estimate is more complicated or requires site verification or visit, the response time will be adjusted accordingly, up to 48 hours excluding weekends and holidays.

2.5 Failure of the Contractor to respond as required will constitute non-performance and the owner shall be entitled to take steps to secure compliance through written and verbal communication to contractor. The owner reserves the right to rescind award due to continuing non-performance factors that have been brought to the contractor's attention in writing.

2.6 The contractor shall be experienced in testing, servicing, repairing, and replacing equipment of the types to be installed in the owner's facilities and properties.

2.7 The contractor shall coordinate its work with other owner contractors and/or owner personnel so as to avoid any interruption of work to owner facilities and programs.

2.8 When required, the contractor shall be responsible for obtaining and paying permits and inspections for all projects under this contract at no additional cost to the Authority. It is the contractor's sole responsibility to determine if a municipality requires permits or payment of same.

- 2.9 The Contractor shall assign only those full-time personnel necessary to accomplish the work and shall not assign more workers than are required.

3.0 Request for Services

- 3.1 Requests for services at any Authority building or facility shall only be made by an authorized representative of the owner.
- 3.2 The Contractor must provide service twenty-four (24) hours a day, seven (7) days a week, 365 days a year.
- 3.3 The Authority Contracting Officer or designee will place all requests for service directly to the Contractor by written work order or by phone call confirmed with an e-mail or fax. The Contractor shall reply to all emergency requests within one hour, and to written work orders within eight (8) hours.
- 3.4 The contractor's representative or service technician shall sign in and sign out at each job location noting time of arrival and time of departure for each day he is at the work site. Owner will not be responsible for payment of services while contractor or service representative takes meal breaks.

4.0 Response Time

4.1 STANDARD BASIC SERVICE

The contractor must provide service twenty-four (24) hours a day, seven (7) days a week, 365 days a year. The contractor shall respond to a request for routine maintenance or repair services within eight (8) hours for nonemergency requests, excluding weekends and holidays.

The contractor shall provide the necessary labor, material, equipment, travel time and all other related items needed to perform a comprehensive maintenance program as outlined in these specifications.

4.2 EMERGENCY SERVICE

The Authority Contracting Officer or designee requesting service shall determine if the request is an emergency request. Due to the urgency of emergency service, the contractor shall have the capability of responding to a request for emergency services 24 hours/day, 7/days/week, within one (1) hour from the time the emergency service call was relayed to the contractor or

its dispatcher. The one (1) hour emergency response time applies to Regular Work Hours, After Hours & Overtime, Saturdays, Sundays and Holidays.

The contractor selected to perform the service will be required to comply with the following provisions and be responsible to see that each person employed by the contractor at the location performs the duties as specified and complies with these provisions:

1. All employees of the Contractor must be carefully screened, trained and supervised by the Contractor.
2. All employees of the Contractor shall be neat in appearance.
3. The Contractor, or his representative, will report to the Highland Park Housing Authority any conditions or situations that may affect the performance of the Contractor's work.
4. The Authority may require the dismissal of any employee who is incompetent, careless, insubordinate, or otherwise objectionable or whose continued employment is contrary to consistent good relations.

5.0 Materials/Furnishing Parts/Equipment

INVENTORY

Contractor shall maintain an adequate inventory of commonly used replacement parts/ equipment, service tools within the contractor's warehouse, or service vans, in order that emergency repairs can be made to Authority equipment at once with a minimum of shut down time.

FAULTY MATERIALS

The contractor shall take full responsibility for faulty materials and shall remedy all defects due thereto, and pay any damage to others resulting there from, which shall appear within one (1) year of installation. The Authority shall give notice of observed defects with reasonable promptness.

PERMITS

The contractor shall be responsible for securing and paying for the construction permit (when required by the authority having jurisdiction) for every project before commencement of work. Original construction permits and placards shall be forwarded to the Purchasing Department. The contractor shall call for all required inspections and apply for either "Certificate of Occupancy" or "Certificate of Approval".

5.0Materials

5.0.1 The owner will only pay for materials that have been authorized and used to complete each work order. The contractor shall furnish all parts and/or materials required unless the owner elects to furnish them.

5.1 Furnishing Parts

5.1.1 The contractor shall provide repair parts to complete a project at Contractor's Wholesale Pricing with a reasonable material markup. All invoices submitted to the owner for payment by the contractor that contain charges for approved parts must be accompanied by the parts supplier's invoice indicating the purchase that they wish reimbursement for.

5.1.2 In performing all of the required services under this contract, the Contractor agrees to provide only genuine new parts that are recommended and/or approved by the manufacturer(s) of the equipment for replacement or repair, and to use only those lubricants obtained from and/or recommended or approved by the manufacturer(s) of the equipment. Equivalent parts or lubricants may be used if approved by the owner in advance. Parts requiring repair shall be rebuilt to an "as new" condition. The contractor shall not permanently remove from the job site any parts or equipment covered under this contract, unless first authorized by the owner. This does not include renewal parts stocked on the job by the contractor, if any, which shall remain the sole property of the contractor.

5.1.3 The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the owner by any other clause of this contract. Copies of such warranties shall be submitted to the owner upon completion of work.

5.2 Equipment

5.2.1 The contractor shall provide all tools, machinery, apparatus, and equipment customarily required to accomplish all work required by the owner. The cost of all such tools, machinery, apparatus and equipment shall be included in the hourly base bid for labor. No separate payment shall be made, except for such equipment not customarily required for the services to be provided. Examples include rental of bucket trucks, backhoes, and similar large, specialized equipment.

5.2.2 Billing for specialized equipment shall be in accordance with prevailing rental rates, in increments of half days, for the time actually spent on the project. The contractor's mark-up on equipment rental costs shall be reasonable.

6.0 Contract Term

The effective period of this contract shall be for Two (2) years with the option to renew for One (1) additional year at the Authority's sole option. If, during the

effective period of this agreement, the Contractor violates any of the provisions of this contract or fails to properly provide services required by this contract as judged by the owner in its sole discretion, the owner may terminate the contract. (See also Termination Clauses.)

7.0 Contract Price and Payment Procedures

- 7.1 Payment shall be made in accordance with the rate bid on the proposal sheet. The hourly rate bid should include all costs of labor, travel time, equipment, overhead, profit, and transportation. **The hours for which payment shall be made will be for the time on the job site only. There will be no allowance for travel time, mileage, travel to and from vendor suppliers, or meal breaks.**
- 7.2 The contractor shall record all service on a Service Order Report (invoice) that shall include the nature of the request for service, the evaluation of the problem, a description of the work performed, a listing of materials used, and the time arrived on site and the time departed.
- 7.3 The Service Order Report shall be signed by the Field Maintenance Staff or designee, and a copy provided to the owner. All invoices shall include a copy of the signed Service Order Report.
- 7.4 Invoices shall be submitted to: Accounts Payable - Highland Park Housing Authority , 242 South Sixth Avenue, Highland Park, NJ 08904. The invoices shall be forwarded to the appropriate departments for processing. After the first labor hour, billings for additional labor required, shall be in billed at quarter (1/4) hour increments.
- 7.5 The owner must receive such report (invoice) within one week of job completion.

8.0 Special Conditions

- 8.1 Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the owner. The Contractor shall make no contract with any other party for furnishing any of the work or services herein without the written approval of the owner.
- 8.2 The Contractor may choose to enter into a Hold Harmless Agreement with the owner which, upon execution by the owner, will permit the Contractor to utilize Authority-owned ladders, and various other equipment, when and if available, on an occasional, emergency basis.
- 8.3 The Contractor may be required under this agreement to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal, or other governmental authorities, subsequent to the date of this contract, and will be compensated for such installation at prevailing contract rates.
- 8.4 All Prevailing Wage jobs require the submission of monthly certified payrolls to the owner.

9.0 Owners' Right to Inspect and Required Work

- 9.1** The owner reserves the right to make such inspections and tests as may be necessary to ascertain that the requirements of this agreement are being fulfilled. Deficiencies noted shall be corrected by the Contractor within 24 hours.

10.0 Overtime and Holidays

- 10.1** It is the policy of the owner to avoid scheduling any work that exceeds eight (8) hours a day and to avoid scheduling any work on Saturdays, Sundays, and holidays. Therefore, the lowest responsive, responsible contractor shall be determined by the overall Standard Hourly Labor Rates bid.
- 10.2** In the event that the owner asks the Contractor to work after hours, the allowance of a time and a half rate charge and/or double time rate charge will be in accordance with the following schedule:
- 1 ½ times the hourly rate bid for:
All hours in excess of eight (8) per day, Monday through Friday and all hours on Saturday.
 - 2 times the hourly rate bid for:
All hours on Sundays and Holidays.
- 10.3** The owner shall not pay for overtime work except in the case of an emergency service call, and where authorized by the Authority's Contracting Officer or designee.

11.0 Plumbing Service Contract

*The Plumbing Services Contractor will provide the following services to the Highland Park Housing Authority including typical repairs and/or new installation work including, but not be limited to the following:

- 11.1** Based on the hourly rate based on the rate description for Technician and Technician Assistant.
- 11.2** Responsible for performing the large, complex plumbing jobs which require the installation or repair of water lines, water fountains, faucets, hot water heaters, valves, sinks, pumps, toilets, showers, bath bubs, sewer lines, sewer ejectors, house pumps, potable waterlines, waste lines or

plumbing fixtures, and all other plumbing services as may be required. Assignments may involve new construction or major remodeling projects. Must use methods and practices involved in installing, repairing and maintaining a variety of plumbing and mechanical systems and equipment. A plumber's certificate is required. Testing devices and methods used to detect possible defects in plumbing and mechanical equipment.

- 11.3 Detect possible defects and faults in plumbing and mechanical systems and recommend or stipulate appropriate remedial measures.
- 11.4 Accurately read and comprehend construction plans.
- 11.5 Objectively interpret and consistently apply code requirements and related standards in accordance with the law.
- 11.6 Contractor shall also maintain onsite documentation on "as-built" plans (to be submitted by owner) showing the location of any new or relocated outlet, switch, power pole, light, panel and conduit, etc. If the owner does not have as-built drawings of the area of work, the contractor shall prepare a sketch of the work completed. Sketches may consist of riser diagrams for plumbing work, or any other simple drawing that clearly identifies the new components and the connections to the existing systems.
- 11.7 The contractor shall maintain an adequate inventory of replacement parts and supplies readily available. The contractor shall have all of the tools of the trade to perform all standard repairs and installations.
- 11.8 All work shall be in conformance with all applicable Federal, State and Local Codes, as well as the International Plumbing Code and Uniform Plumbing Code. It is the responsibility of the contractor to be familiar with and comply with all codes, rules, ordinances and regulations of all authorities/localities having jurisdiction and their interpretations which are in effect at the sites of work.
- 11.9 All work performed must be completed to the manufacturer's recommendations and specifications for the equipment being serviced and/or repaired. It shall be the obligation of the contractor to ascertain what those recommendations and specifications are.
- 11.10 The contractor providing the Plumbing Installation, Repair and Maintenance Services under this contract shall be licensed by the State of New Jersey, as a Master Plumber and able to perform such work. A photo static copy of the contractor's License and Business Permit shall be submitted.

Responsibilities of the Contractor:

The following responsibilities apply to each contractor:

- A. At their expense, the Contractor shall:
 - 1. Obtain all necessary licenses and permits where required.
 - 2. Provide competent supervision.
 - 3. Take precautions necessary to protect persons or property

Highland Park Housing Authority

- against injury or damage and be responsible for any damage, or injury that occurs as a result of his fault or negligence.
4. Perform the work without unnecessarily interfering with Authority activities.
 5. Be required to provide all necessary fuel, labor, travel time, equipment, materials, insurance, permits, and supervision necessary for the work as required.
 6. Maintain a completed record of all maintenance and repairs performed and will provide a written report upon completion of work.
 7. Contractor shall obtain and maintain in current status all applicable permits and licenses for inspections, tests and other services required for completion of work.
 8. Contractor shall keep the premises free from debris and accumulation of waste and shall remove construction smears and stains from finished surfaces. Contractor shall remove all surplus materials and tools from site at completion of job.
 9. Buildings, gates and yards shall not be left unlocked. Locations may only be unlocked when work crews are present and working. Violation of this restriction constitutes a serious non-performance condition and may jeopardize the contract and prevent the contractor from future bidding.
 10. All repair service work under this Agreement is to be performed during the regular working hours of the Highland Park Housing Authority .
 11. Emergency service, including overtime service, will be provided with reasonable promptness and is included under this Agreement. Such service may be required in order to keep the system(s) in proper operation. **Should the vendor not be reachable, or cannot perform the emergency services within a reasonably prompt time, as specified in the table on item # B-5 below, the Authority shall have the option, at its sole discretion, to contact the secondary vendor to respond to the emergency.**
 12. The contractor shall be responsible for the performance of all work under this contract and for the acts and omissions of his employees.
 13. The contractor shall be responsible for any damages to buildings or individuals as a result of delivery and installation, and for all damage or destruction caused directly or indirectly by his operations to all parts of the work, both temporary and permanent, and to all adjoining property.
 14. The contractor shall furnish each employee, with an identification card, which shall contain, at a minimum, the employee's name and the name of the contractor's firm. The purpose of the I.D. card is for comparison with the list submitted by the contractor. The contractor shall prohibit its employees from disturbing any personal belongings in the tenant's apartments, opening desk drawers or cabinets, or using telephones or any other equipment.
 15. The contractor shall be a firm with not less than five (5) years of verifiable plumbing services experience similar to the work outlined herein.

16. All work shall be done in such a manner that the day-to-day operation of the building shall not be affected, and the safety of visitors, residents and workers at the building shall not be jeopardized.
17. All work must be completed with contractor's full-time employees.
18. Upon request by the Authority, contractor shall submit certified payrolls.
19. Contractor shall note that the Authority has the sole right at any time to interview employees performing work for the contractor. Such interviews will facilitate the Authority in determining that contractor's employees are full time and they are paid the legal wage provide under law as outlined in the Wage Rate Determination provided herein.
20. Each contractor shall employ qualified competent craftsmen in their respective lines of work. The contractor shall employ full-time competent supervisor and necessary foreman and assistants, who shall be in attendance on the project site during progress of the work. The supervisor shall represent the contractor and all communications, given to the supervisor shall be binding as if given to the contractor. The contractor shall supervise, direct the work, and be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.

B.

1. Dispatching:
The Contractor shall furnish a single point of contact to the Highland Park Housing Authority for the placement of faxed or phone service requests to the contractor. This contact shall be furnished as a part of the contract and at no additional cost to the Highland Park Housing Authority . The dispatch service shall be available from 8:00 a.m. to 4:30 p.m. (local time). The Contractor shall make provisions for after-hours dispatching and provide phone numbers for this purpose to the Highland Park Housing Authority . **Should the vendor not be reachable, or cannot perform the services within the timeframe, as specified in the table on item # B-5 below, the Authority shall have the**
option, at its sole discretion, to contact the secondary vendor to respond to the service call.
2. Work Orders:
 - a) The Contract Administrator or the Designated Representative will place all requests for service directly with the Contractor by written work order or by phone call. **The Contract Administrator reserves the right to request from the Contractor a written cost estimate before authorizing the work. Such an estimate shall be provided at no additional cost to the Authority.** The Contractor shall respond with a cost estimate within 24

- hours, excluding weekends and holidays, if the job/cost estimate is simple and small enough that it does not require site verification or site visit. If the job/cost estimate is more complicated or requires site verification or site visit, the response time will be adjusted accordingly, up to 48 hours excluding weekends and holidays.
- b. Cost Estimates provided by the contractor will include estimated hours for the completion of the work and the rates associated as provided in the proposal. The cost estimate will include material costs for replacements parts not considered part of the preventive maintenance work. The material costs will include the contractor's mark-up.
 - c. **The Authority, at its sole discretion, shall have the option of rejecting any price proposal submitted by the vendor which it deems unreasonable, and procure the services of another vendor to complete the services requested. The Authority, shall however, give the vendor the opportunity to submit a more reasonable price proposal which shall be acceptable to the Authority, before the secondary vendor is allowed to perform the work specified.**
 - d. **Failure of the Contractor to respond as required will constitute non- performance and the Highland Park Housing Authority may take steps to secure compliance as stated elsewhere in the contract or may at its sole discretion choose to cancel the contract with proper 30-day written notification.**
 - e. A service ticket must be generated at the completion of service and signed by a staff member of the Authority.
 - f. Contractor must sign in and out on the "contractor log" at each site visited.
3. Response Time:
- a. Levels of service have been separated into three categories, which are defined below and shown on the Bid Form as Standard Service, Emergency Service and Emergency after Hour Service.
 - b. These Service Categories can be differentiated by the "Response Time" or the amount of "time allowed" between the "authorization to proceed" from the Contract Administrator requesting service and the arrival of the Contractor at the work site.
 - c. At the time of "authorization to proceed" is initiated, the Contractor will be notified of the service category in which the particular Work Order will fall, and the Contractor will be required to respond to the request within the response time stated for that category and begin work within a reasonable amount of time based on the urgency of the request.
 - d. All repairs, equipment replacements, installations or maintenance services shall be completed within a reasonable and expedient manner, based on the

4. Response Process:

After initial contact and after “authorization to proceed” is given by the Contract Administrator, the Contractor shall respond accordingly and adhere to response time(s) shown below for each service category.

- a. The Contractor shall provide all necessary transportation to and from work sites. Transportation shall be fully insured by the Contractor.
- b. The Highland Park Housing Authority will be charged according to the “Service Category” requested and as listed in the Bid Form.
- c. Only upon request and authorization by the Contract Administrator or designee shall the Contractor perform work after hours.
- d. Contractor will notify the Contract Administrator or Designated Representative upon completion of work. Notification shall be within thirty-six (36) hours of completion of assigned task.
- e. Failure to comply with response times shall be considered as non-compliance. Repeated failure to comply may result in contract termination.
- f. Please note that contractor will only be paid for actual hours his workers are on location providing requested service. Travel time will not be reimbursed.
- g. All prices shall be firm and include transportation charges for providing services to any of the Authority’s locations. Contractor travel costs must also be incorporated in the bid proposal labor hour prices. Hourly labor rates begin with the Contractor’s arrival and end when contractor leaves the site. After the first full hour, hourly rates shall be prorated to the closest fifteen (15) minute interval.

5. Service Category

For service and billing purposes, the following Task Performance Period and Response Timetable shall apply:

SERVICE CATEGORY	TASK PERFORMACE PERIOD	CONTRACTOR RESPONSE TIME
Standard	Regular Business Hours Only (M-F, 8:00 am to 4:30 p.m.)	8 Hours (excluding weekends and holidays)

Highland Park Housing Authority

Emergency	Regular Business Hours Only (M-F, 8:00 a.m. to 4:30 p.m.)	1 Hour (excluding weekends and holidays)
Emergency After Hours	After Regular Business Hours, Weekends & Holidays	1 Hour (including weekends and holidays)

6. Materials Provided by the Highland Park Housing Authority
The Highland Park Housing Authority will have the option to supply materials to be used on the job if it is in the best interest of the Highland Park Housing Authority to do so. The Highland Park Housing Authority will be responsible for all warranty issues on all parts and supplies provided by the Highland Park Housing Authority.
7. Materials Provided by the Contractor
- This agreement does not include any parts or materials except maintenance materials (lubrication/cleaning supplies) necessary to perform the required maintenance.
 - All materials to be used shall be new. No aluminum wiring shall be used under this contract.
 - Under this Agreement, the Contractor will repair or replace worn parts or complete components with new parts.
 - All parts and equipment under this Agreement shall be covered "as is" at the start of the contract period. No claims of "existing prior condition" of any parts or equipment shall be made as reason or cause for not fulfilling the complete obligations of this Agreement.
 - It is agreed that under this Agreement the Contractor is not to make replacements or repairs necessitated by reason of negligence or misuse of the equipment or by reason of any other cause beyond our control, except ordinary wear and tear.
 - Unlimited parts and replacements of all equipment including but not limited to compressors, pumps, pump motors, fans, controls and all other component parts of the system.
8. Warranty & Guarantee
Unless otherwise specified herein, all goods shall be guaranteed and warranted for a period of twelve (12) months from the date of delivery, including parts and labor except damage caused by misuse, vandalism or act(s) of God. All warranties provided by the manufacturer shall also be effective and in addition to the above stated warranty provided by the contractor.

9. Cost of Materials Provided by Contractor
For repairs & replacement of plumbing Contracts, the Contractor shall supply all materials at cost with a reasonable percentage mark-up for profit and overhead of the Contractor's supplier invoiced price.
10. Equipment
Contractor shall furnish all equipment to provide full-service plumbing maintenance and repair and installation services under the scope of this contract. If work to be performed requires special equipment, which is outside the scope of services described herein, the Contractor with prior approval of the Highland Park Housing Authority 's Contract Administrator or delegated representative may bill for rental equipment or use of their own special equipment at cost, with on additional charges to the Highland Park Housing Authority without prior approval.
11. Highland Park Housing Authority Owned Equipment
The Contractor shall not use Highland Park Housing Authority owned equipment, tools etc., in the performance of work under this contract.
12. Contractor's Performance
 - a. Contractor shall perform all services required within these specifications. All services shall be performed in the highest professional manner, and in accordance with all applicable current industry standards, regulations, codes and statues. Unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used in the industry.
 - b. All work shall comply with applicable New Jersey Statues and any other local, state, federal and industry regulations or standards applicable to the type of work being performed under the scope of the contract.
 - c. The Highland Park Housing Authority reserves the right to have any Contractor employee removed if the employee fails to perform within the requirements of this contract. The contractor shall replace the excluded employee at the earliest possible date following the removal.
 - d. Once an employee is removed for failure to perform, that employee shall not be used to service this contract at any time during the term of the contract without permission of the Contract Administrator of their Designated Representative.

GENERAL CONDITIONS

All work covered by this bid shall be classified as either "Maintenance Work" or "Alteration & Replacement Work". Maintenance Work shall be defined as the repair of existing equipment when the size, type or extent of such equipment is not thereby changed or increased. For example, changing filters, pumps, motors in-kind.

Alteration & Replacement Work shall be defined as upgrades, replacement or alterations made to existing systems. This work does not include completely new system installations, where previously, no system existed.

SECURITY CLEARANCES

As a condition of performing work at any Authority location and for purposes of determining a person's qualifications as contracted personnel, the contractor(s), upon award of a contract, shall provide a criminal history record background check for all personnel assigned to work at the Authority locations. All reports must be secured through an independent consumer reporting agency.

CRIMINAL HISTORY RECORD FILE

The contractor(s) shall submit to the Authority a criminal history record for all employees who will work in the Authority's buildings. The contractor(s) shall not permit any employee, newly hires, or otherwise, to work in any location until the contractor has furnished the results of the criminal history record background check to the Authority. All reports must be secured through an independent consumer reporting agency such as Sentry Link or LexisNexis.

EMPLOYEE INTERVIEWS & CERTIFIED PAYROLL RECORDS

1. The Authority, at its sole discretion shall periodically conduct Employee Interviews of a broad sampling of contractor workers to help ensure contractor compliance with labor standards provisions and the payment of prevailing wages to workers.
2. Contracting officer shall periodically request certified payrolls from contractors performing service contracts (on a monthly basis).

Contractor & Subcontractor Qualifications & Licensing Requirements

Project: **ROUTINE PLUMBING MAINTENANCE SERVICE & REPAIRS**

Please include a copy of your permit, certificate or license with your price quote for those items listed below pertaining to this project **for the contractor and for each subcontractor** you will be using. **Failure to include proof of your qualifications with your price quote, may be cause for disqualification. All certificates must be current.**

- New Jersey State Business Registration Certificate, pursuant to P.L. 204, c.57.
- Certificate of Employee Information Report, pursuant to NJAC 17:27-1.1 et seq.
- Public Works Contractor Registration Certificate, pursuant to NJSA 34:11-56.48 et seq.
- Notice of Classification and Rating, (DPMC & DPMC 701) pursuant to NJSA 52:35-1
- Sales Tax Certificate of Authority, pursuant to NJSA 54:32B-1 et seq.
- Master Plumber License
- Other (specify)_____

Property & Contact List

Deborah Hurley, Executive Director
DHurley@edisonha.org
242 South Sixth Avenue, Highland Park, NJ 08904

- Samuel J. Kronman Apartments
242 South Sixth Avenue

Highland Park, NJ 08904

- Park Terrace Apartments
Highland Park, NJ 08904

Proposal Cost Form

RATES FOR REPAIR & REPLACEMENTS SERVICE CALLS –PLUMBING SERVICES CONTRACT

Year 1 – September 1, 2026 – August 31, 2027

Description	Prevailing Wage Rate Hourly Rate	Non-Prevailing Wage Rate Hourly Rate	Size of Crew *
Master Plumber - Standard Workday Hours			
Master Plumber - Emergency Hours			
Master Plumber - Emergency & After Hours			
Plumber Apprentice/Laborer – Standard Workday Hours			
Plumber Apprentice/Laborer – Emergency Hours			
Plumber Apprentice/Laborer – Emergency & After Hours			

Material to be furnished by Contractor if/and when requested by the Authority shall be at Contractor's actual cost plus _____% markup (not to exceed 20%).

What is the size of the crew with which you customarily respond to service calls?

NOTE: Unless instructed otherwise, all labor costs and wages to be paid **MUST** be Prevailing Wage Rates for each job classification used. Any property that may not require prevailing wages to be paid will be clearly identified by the contracting agent prior to scheduling the work.

This proposal is hereby respectfully submitted by:

(Bidder's Signature)

Highland Park Housing Authority

(Bidder's Business Address)

Dated this _____ day of _____ 2026

IF PROPOSAL IS SUBMITTED BY A CORPORATION, AFFIX CORPOATE SEAL HERE

Proposal Cost Form

RATES FOR REPAIR & REPLACEMENTS SERVICE CALLS –PLUMBING SERVICES CONTRACT

Year 2 – September 1, 2027 – August 31, 2028

Description	Prevailing Wage Rate Hourly Rate	Non-Prevailing Wage Rate Hourly Rate	Size of Crew *
Master Plumber - Standard Workday Hours			
Master Plumber - Emergency Hours			
Master Plumber - Emergency & After Hours			
Plumber Apprentice/Laborer – Standard Workday Hours			
Plumber Apprentice/Laborer – Emergency Hours			
Plumber Apprentice/Laborer – Emergency & After Hours			

Material to be furnished by Contractor if/and when requested by the Authority shall be at Contractor's actual cost plus _____% markup (not to exceed 20%).

What is the size of the crew with which you customarily respond to service calls?

NOTE: Unless instructed otherwise, all labor costs and wages to be paid MUST be Prevailing Wage Rates for

each job classification used. Any property that may not require prevailing wages to be paid will be clearly identified by the contracting agent prior to scheduling the work.

*

This proposal is hereby respectfully submitted by:

(Bidder's Signature)

(Bidder's Business Address)

Dated this _____ day of _____ 2026

IF PROPOSAL IS SUBMITTED BY A CORPORATION, AFFIX CORPOATE SEAL HERE

Proposal Cost Form

RATES FOR REPAIR & REPLACEMENTS SERVICE CALLS –PLUMBING SERVICES CONTRACT

Year 3 (Optional) – September 1, 2028 – August 31, 2029

Description	Prevailing Wage Rate Hourly Rate	Non-Prevailing Wage Rate Hourly Rate	Size of Crew *
Master Plumber - Standard Workday Hours			
Master Plumber - Emergency Hours			
Master Plumber - Emergency & After Hours			
Plumber Apprentice/Laborer – Standard Workday Hours			
Plumber Apprentice/Laborer – Emergency Hours			

Highland Park Housing Authority

Plumber Apprentice/Laborer – Emergency & After Hours			
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Material to be furnished by Contractor if/and when requested by the Authority shall be at Contractor's actual cost plus _____% markup (not to exceed 20%).

What is the size of the crew with which you customarily respond to service calls?

NOTE: Unless instructed otherwise, all labor costs and wages to be paid **MUST** be Prevailing Wage Rates for each job classification used. Any property that may not require prevailing wages to be paid will be clearly identified by the contracting agent prior to scheduling the work.

*

This proposal is hereby respectfully submitted by:

(Bidder's Signature)

(Bidder's Business Address)

Dated this _____ day of _____ 2026

IF PROPOSAL IS SUBMITTED BY A CORPORATION, AFFIX CORPOATE SEAL HERE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

Please note that this Form must be returned with your bid regardless if you received an addendum or not. Failure to return this Form with your bid is a non-curable fatal flaw which shall cause your bid to be rejected

The undersigned respondent hereby acknowledges receipt of the following Addenda, (if any)

Vincent Bufis

4
4

ADDENDA NUMBER	DATE OF ADDENDA	DATE ADDENDA RECEIVED BY CONTRACTOR

- No addenda issued

Signed: _____ Title: _____

Printed Name: _____ Date: _____

Company: _____

REFERENCES FORM

(provide three references for similar maintenance services over the past 5 years)

Reference # 1

Name of Company	
Contact Person's Name	
Contact Person's Title	
Contact Telephone Number	
Contact Email	
Dates worked	
Scope of Service	

Reference # 2

Name of Company	
Contact Person's Name	
Contact Person's Title	
Contact Telephone Number	
Contact Email	
Dates worked	
Scope of Service	

Reference # 3

Name of Company	
Contact Person's Name	
Contact Person's Title	
Contact Telephone Number	
Contact Email	
Dates worked	
Scope of Service	

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ► Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																																						
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																																								
2 Business name/disregarded entity name, if different from above																																																																								
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____																																																																							
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																																																																							
	5 Address (number, street, and apt. or suite no.) See instructions.																																																																							
	6 City, state, and ZIP code																																																																							
7 List account number(s) here (optional)																																																																								
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																																								
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Part II Certification Under penalties of perjury, I certify that: - The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and - I am a U.S. citizen or other U.S. person (defined below); and - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																																								
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General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9. Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. - Form 1099-INT (interest earned or paid) - Form 1099-DIV (dividends, including those from stocks or mutual funds) - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) - Form 1099-S (proceeds from real estate transactions) - Form 1099-K (merchant card and third party network transactions) - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) - Form 1099-C (canceled debt) - Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>																																																																								
Cat. No. 10231X Form W-9 (Rev. 10-2018)																																																																								

*Revised Contract Language for BRC Compliance
Goods and Services Contracts (including purchase orders)*

** Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

Construction Contracts (including public works related purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or

Highland Park Housing Authority

maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 332
TRENTON, NJ 08646-0332

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#: 97C-097-382/500
ADDRESS: 847 ROEBLING AVE
TRENTON, NJ 08611
EFFECTIVE DATE: 01/01/01
FORM BRC(08-01)

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 0107230
ISSUANCE DATE: 07/14/04

John S. Tully
Acting Director

This Certificate is NOT negotiable or transferable. It must be conspicuously displayed at all work address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1092907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

**FAILURE TO SUBMIT A COPY OF YOUR NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR BID
REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH
THE HIGHLAND PARK HOUSING AUTHORITY**

AFFIDAVIT OF NON-DEFAULT

The undersigned, being duly sworn pursuant to law, deposes and says that, as the party making the foregoing Bid; I certify as follows:

1. That all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith.
2. That for the past ten years from the date of this certification, and except as shown by me on the attachment, I have not experienced defaults or noncompliance under any contract for the U.S. Department of Housing and Urban Development, or any other governmental agency with which I have contracts.
3. To the best of my knowledge there are no unresolved findings raised as a result of HUD audits, management reviews or any other Governmental investigations concerning me or work under any of my contracts.
4. There has not been a suspension or termination of payments under any HUD contract in which I have had a beneficial interest attributable to my fault or negligence.
5. I have not been convicted of a felony and am not presently, to my knowledge, the subject of a complaint or indictment charging a felony.
6. I have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of any State Government or the Highland Park Housing Authority from doing business with such Department or Agency.
7. I have not defaulted on an obligation covered by a bond and have not been the subject of a claim under any fidelity bond.
8. All the names of the parties, known to me to be principals in this contract, in which I propose to participate, are included on resumes submitted with this bid.
9. To my knowledge I have not been found by HUD or the State of New Jersey to be in noncompliance with any applicable civil rights laws.
10. I am not a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
11. I am not an officer or employee or commissioner of the Highland Park Housing Authority who is prohibited or limited by law from contracting with HABC.
12. For a period of five years prior to the date of this certification, and except as shown by me on the attachment, I have not been suspended, or otherwise disqualified by the U.S. Department of Housing and Urban Development, or any other governmental agency with which I have contracted, from doing business with any governmental agency.

Highland Park Housing Authority

13. Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the fact and circumstances which I think helps to qualify me as a responsible principal for participation in this project.

Page 1 of 2 – Affidavit of Non-Default

Firm Name: _____

Name: _____

Title: _____

Signature: _____

MUST BE NOTARIZED

State of _____)

County of _____) ss

Subscribed and sworn to before me, this _____ day of _____, 20____

Notary Public Signature

My Commission Expires: _____, 20____

(Affix Notary Public Seal)

Page2 of 2 – Affidavit of Non-Default

BIDDER' S AFFIDAVIT

Name of Bidder: _____ being duly sworn, deposes and says that he resides at:

_____, (Address)
that he is the _____ who signed the above Bid, that he was
(Title)

duly authorized to sign and that the Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all the declarations and statements contained in the Bid are true to the best of his/her knowledge and belief.

(Signature of Bidder & Seal)

MUST BE NOTARIZED

State of _____)

County of _____) ss

Subscribed and sworn to before me, this _____ day of _____, 20____

_____ My Commission Expires: _____, 20____

Highland Park Housing Authority

Notary Public Signature

(Affix Notary Public Seal)

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement MUST Be Included with Bid Submission

Name of Business: _____

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

OR

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

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

Check the box that represents the type of business organization:

Partnership	Corporation	Sole Proprietorship
Limited Partnership	Limited Liability Corporation	Limited Liability Partnership
Subchapter S Corporation		

Sign and notarize the form and complete the stockholder list below.

Stockholders:

Name: _____ Name: _____

Address: _____ Address: _____

Name: _____ Name: _____

Address: _____ Address: _____

Name: _____ Name: _____

Address: _____ Address: _____

MUST BE NOTARIZED

State of _____) County of _____)

Subscribed and sworn to before me, this _____ day of _____, 20____

Highland Park Housing Authority

Notary Public Signature

My Commission Expires: _____, 20____

(Affix Notary Public Seal)

Highland Park Housing Authority

AFFIDAVIT FOR AFFIRMATIVE ACTION PLAN

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

THAT he/she is the _____ of the _____
(partner or officer) (firm name)

and the party making a certain proposal or bid dated _____ 2023 for work in connection with the bid for:

(Indicate Job Name)

located in _____ New Jersey that such proposal or bid is submitted with full knowledge and understanding of the Affirmative Action Plan (AAP) requirements contained herein; that in submitting such proposal or bid, the bidder acknowledges that he or she must and will fulfill these requirements and that all statements in said proposal or bid are true.

SIGNATURE OF: Bidder, if the bidder is an individual;
Officer, if the bidder is a Corporation;
Partner, if the bidder is a Partnership/

(Signature of Contractor)

MUST BE NOTARIZED

State of _____)	
) ss	
County of _____)	
Subscribed and sworn to before me, this _____ day of _____, 20____	
_____ Notary Public Signature	My Commission Expires: _____, 20____
(Affix Notary Public Seal)	

AFFIRMATIVE ACTION AFFIDAVIT

(to be completed by firms with less than 50 employees)

I, _____, of the (City, Town, Borough) of _____

in the County of _____ State of _____, of full age being duly sworn pursuant to law on my oath depose and say that:

I.I am (President, Partner, Owner) of the firm of _____,
(name of firm)

a bidder making a proposal upon the above-named project.

2. _____ does not have 50 employees or more
(name of firm)

inclusive of all officers and employees of every type.

3. I am familiar with the affirmative action requirements of P.L. 1975 c. 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

4. _____ has complied with all the affirmative action
(name of firm)

requirements of the State of New Jersey, including those required by P.L. 1975 c. 127 and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

5. I am aware that if _____ does not comply with P.L. 1975 c. 127 and rules and regulations issued pursuant thereto, that no monies will be paid by the Highland Park Housing Authority until an affirmative action plan is approved. I am also aware that the contract may be terminated and

_____ may be debarred from all public contracts for a
(name of firm)

period of up to five (5) years.

6. In the event my workforce increases to 50 employees, I must contact the State Affirmative Action Office and complete an Employee Information Report.

Signature President, Vice-President or
Authorized Representative.

Name and Title

MUST BE NOTARIZED

Highland Park Housing Authority

State of _____)

) ss

County of _____)

Subscribed and sworn to before me, this _____ day of _____, 20____

Notary Public Signature

My Commission Expires: _____, 20____

(Affix Notary Public Seal)

AFFIRMATIVE ACTION REGULATIONS

(To be completed by firms with fifty (50) or more employees

BIDDER STATES HE HAS FIFTY (50) OR MORE EMPLOYEES: CHECK ONE

YES _____ NO _____

COMPANY NAME: _____

NAME: _____

SIGNATURE: _____

TITLE: _____

A. CONTRACTORS WITH 50 OR MORE EMPLOYEES NOTE:

Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a procurement contractor with 50 or more employees should present one of the following to the Highland Park Housing Authority .

1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;
OR
2. A Certificate of Employee Information Report Approval issued in accordance with Article 4 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c127;
OR
3. If the bidder cannot present "1" or "2" and the bidder has never applied for "2", the bidder is required to submit to the State Affirmative Action Office (a copy to accompany this bid proposal) a completed Employee Information Report (Form AA302). This form may be obtained at State Affirmative Action Office.

A contractor's bid must be rejected as non-responsive if a contractor fails to submit either "1", "2", or "3" listed above in A, within the time specified after the Housing Authority submits the contract to the contractor for signing.

B. CONTRACTORS WITH LESS THAN 50 EMPLOYEES NOTE:

Bidders with less than 50 employees who are negotiating for a contract, as a precondition to entering into a valid and binding procurement or service contract with the Highland Park Housing Authority , prior to recommendation of contract award is submitted to the Commissioners of the Housing Authority must complete the following affidavit in accordance with P.L. 1975C.1

AFFIDAVIT FOR MINORITY BUSINESS ENTERPRISES

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

That he/she is _____ of the _____, the party
(Partner or Officer) (Firm Name)

making a certain proposal or bid dated _____, 2023, for work in
connection with the _____ located in) _____
(indicate job name) (Indicate Town)

New Jersey that such proposal or bid is submitted with full knowledge and understanding of the Minority Business Enterprise (MBE) requirements contained herein; that in submitting such proposal or bid, the bidder acknowledges that he/she must and will fulfill these requirements and that all statements in said proposal or bid are true.

SIGNATURE OF: Bidder, if the bidder is an individual;
Officer, if the bidder is a Corporation;
Partner, if the bidder is a Partnership

(Signature of Contractor)

MUST BE NOTARIZED

State of _____)	
) ss	
County of _____)	
Subscribed and sworn to before me, this _____ day of _____, 20____	
_____	My Commission Expires: _____, 20____
Notary Public Signature	
(Affix Notary Public Seal)	

STATEMENT OF COMPLIANCE WAGE RATES

This is to certify that all persons employed by the undersigned will be paid full weekly wages earned, less permissible deduction for income taxes, social security, etc., and that no rebates have or will be made either directly or indirectly to the undersigned from the full weekly wages earned by any person in its employ, and further that all employees will be paid as defined in Regulations, Part 3 (29 CFR Part 3) issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 40 U.S.C. 276C), as described on said payroll; that said payroll is correct and complete; that the wage rates, as set forth in the General Wage Determinations issued under the HUD-Determined Wage Rates and Related Acts, U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, (unless otherwise specified), contained in said payroll for laborers, and mechanics, are not less than those applicable to such laborers and mechanics pursuant to the contract under which such work was performed; and that the classifications set forth for each laborer or mechanic conforms with the work he performed.

SIGNATURE: _____

TITLE: _____

MUST BE NOTARIZED

State of _____)

) ss

County of _____)

Subscribed and sworn to before me, this _____ day of _____, 20____

Notary Public Signature

My Commission Expires: _____, 20____

(Affix Notary Public Seal)

IMPORTANT NOTICE REGARDING BONDING REQUIREMENTS

The Bid Bond, Performance Bond, Labor and Material Payment Bond, Maintenance Bond, and Consent of Surety Guarantee must be obtained from a Surety Company that is listed on the Federal Treasury Listing (Circular 50 latest edition).

SURETY COMPANIES WHICH DO NOT APPEAR ON THE LIST ARE NOT ACCEPTABLE TO THE HIGHLAND PARK HOUSING AUTHORITY AND YOUR BID WILL BE REJECTED IF A NON-LISTED SURETY COMPANY IS USED.

Please note that the Bid Bond and Consent of Surety MUST be provided with your bid packet. Failure to return these items with your bid is a non-curable fatal flaw which shall cause your bid to be rejected.

Performance Bond and Labor & Material Payment Bond will be requested of the vendor(s) who are awarded the contract.

If this section is checked off, this contract will require a Maintenance Bond after substantial completion of the contract. The bond shall be for 10% of the final contract price for a period of two (2) years (unless otherwise specified in the bid packet). The Consent of Surety Guarantee must be obtained from a Surety Company that is listed on the Federal Treasury Listing (Circular 50 latest edition)

INSURANCE REQUIREMENT AND ACKNOWLEDGMENT FORM
and
HOLD HARMLESS/INDEMNIFICATION AGREEMENT

Respondents Certificate of Professional Liability coverage shall be filed with the Authority's Office upon award of contract by the Authority.

Acknowledgment of Insurance Requirement:

(Signature)

(Date)

(Printed Name and Title)

INDEMNITY: To the maximum extent permitted by law, the firm/ contractor shall defend, indemnify and hold the Highland Park Housing Authority and its commissioners, officers, agents and employees harmless from and against all claims, actions, judgments, damages and costs, including reasonable attorneys' fees and all other costs of defense to which the Highland Park Housing Authority or its commissioners, officers, agents or employees may be subjected, or which they may suffer, that are caused by, or arise out of, any act, error or omission of the firm/ contractor, their subcontractors, affiliates, or anyone retained by or employed by the firm/ contractor in connection with the project/ service or from their failure to comply with any of the provisions of their contracts or of the law. This indemnity shall not apply to the extent of the Housing Authority's or its commissioners, officers, agents or employees' negligence. The firm/ contractor agrees, that it will not implead the Housing Authority or its commissioners, officers, agents or employees into any such claim or action.

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 professional service entity's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

The successful professional service entity shall submit to the Highland Park Housing Authority after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

1. A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one (1) year from the date of the letter);

OR

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

OR

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

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

The successful professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. and agrees to furnish the required forms of evidence.

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

COMPANY: _____

SIGNATURE: _____ TITLE: _____

PRINT NAME: _____ DATE: _____

STATEMENT OF COMPLIANCE

This is to certify that all persons employed by the undersigned will be paid full weekly wages earned, less permissible deductions for income taxes, social security, etc., and that no rebates have been or will be made either directly or indirectly to the undersigned from the full weekly wages earned by any person in its employ.

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE (Exhibit A)

(N.J.S.A. 10:5-31 et seq. and N.J.A.C 17:27 et seq.)

GOODS, PROFESSIONAL SERVICES 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 and gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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 and gender identity or expression, disability, nationality 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 Authority Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality 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 Authority 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 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the Authority, after notification of award but prior to execution of a goods and

Highland Park Housing Authority

services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & 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 Authority do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the Act) (42 U.S.A. §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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Authority 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 Authority in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Authority, 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 Authority's grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Authority 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 Authority or any of its agents, servants, and employees, the Authority shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Authority or its representatives.

It is expressly agreed and understood that any approval by the Authority 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 Authority 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 Contract. 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 Contract, nor shall they be construed to relieve the contractor from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of the Contract or otherwise at law.

ATTACHMENT B – NEW JERSEY ANTI-DISCRIMINATION PROVISIONS N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract. No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

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

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

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives. It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph. It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

GENERAL CONTRACTOR & SUB- CONTRACTOR QUALIFICATION QUESTIONNAIRE (2 Page Instructions)

- A. Prospective bidders and all subcontractors shall complete the (8) page questionnaire as furnished. The Contracting Officer shall take such steps as deemed necessary to determine the ability of the Bidder to perform their obligations under the contract and the Bidder shall furnish the Contracting Officer with such information and data for this purpose. The right is reserved to reject any bid where an investigation of the evidence does not satisfy the Contracting Officer that the Bidder is qualified to properly carry out the terms of the contract.
- B. The General Contractor must list with his bid all subcontractors who will actually be used for:
1. Plumbing and gas fitting of all kindred work.
 2. Steam and hot water heating and ventilating apparatus and all kindred work.
 3. Electrical work.
 4. Structural steel and ornamental iron work.

In addition to the requirements as set forth above, the General Contractor:

1. Must be prepared to demonstrate that each of the listed subcontractors are qualified to perform the specified work for which they are listed in the bid. Each subcontractor must submit with the bid the enclosed (8) page subcontractor qualification questionnaire included in this bid, as well as copies of all pertinent licenses, qualifications, a current public works contractor registration act certificate and a business registration certificate. **Should any Subcontractor information not be provided as noted above, shall render the bid non-responsive.**
2. Must provide evidence of performance security for each subcontractor with the bid. The evidence of performance security shall, for the purpose of statutory and administrative compliance, consist of documents (such as consent of surety) issued by a qualified surety company licensed to do business in the State of New Jersey. Evidence of performance security may be supplied by the General Contractor on their own behalf and on the behalf of any or all of its listed subcontractors or by the respective listed subcontractors themselves, or by any combination thereof which results in evidence of performance security equaling the total bid amount.
3. May not substitute unlisted subcontractors or use subcontractors if they are not identified in the bid following award of the contract.

4. Will be held strictly accountable for proper and timely performance of work by their designated subcontractors. In the event of award, such General Contractor shall furnish the Authority with a true copy of a Performance Bond and Labor and Material Payment Bond.
5. **The attention of all bidders is directed to the provisions of New Jersey Statutes 40A:11-16.**
6. All bidders who intend to use "In-House" plumbers to perform the plumbing work on the contract, are directed to the provisions on New Jersey Statutes 45:14C-21; and New Jersey Administrative Code 13:32-1.5(A)(2). These provisions limit and restrict the ability of a licensed master plumber to be utilized as a company employee and apply for a plumbing permit unless that plumber holds not less than 10% of the issued corporate stock, or 10% of the partnership capital of a partnership. You are advised that the Authority is required to insist upon full compliance with these State Regulations.
7. In the event the General Contractor will perform work specified in (B) 1,2,3, or 4 (Plumbing/Gas, HVAC, Electrical, Structural/Ornamental Iron) with its own salaried non-contracted work force, then the General Contractor must so designate this in the bidding documents and furnish the Authority prior to award of the contract with the required information establishing its qualifications in these trades.

GENERAL CONTRACTOR QUALIFICATION QUESTIONNAIRE

BID FOR: _____

NAME OF BIDDER: _____

ADDRESS: _____

REQUIREMENTS FOR SUBMITTED PROPOSALS, IF QUALIFIED

1. Each proposal must be accompanied by a Certificate of a Surety Company qualified to do business in the State of New Jersey, who shall at the time of submitting such bid/proposal, qualify as to its or their responsibility for the full amount of such bid/proposal; and he/she will post a Performance Bond and Labor and Material Payment Bond for the full amount of the contract pursuant to law if he/she is the successful bidder. Also accompanying each said bid/proposal there must be a Certified Check or Bid Bond in an amount of not less than ten (10% percent of the bid amount not to exceed \$ 20,000.00.

Notice to Contractors:

The undersigned agrees to execute and deliver the contract in the prescribed form and furnish the required Performance and Labor and Material Payment Bonds within fifteen (15) days after the contract is presented to him/her for signature.

2. It shall be necessary for the bidder to present evidence that it is the General Contractor and that it has been in business for at least five (5) years in this particular field and can submit a suitable record/evidence of such experience in satisfactorily completing similar projects in size, magnitude and scope, to the scope of work which is required to be performed in this contract. The contractor must have completed at least three (3) projects as described above within the last three (3) years. (Use the References Attachment). In addition to the above, the bidder shall submit evidence that it has the necessary equipment to carry out this type of operation.

Pursuant to P.L. 204, c.57. each contractor must also include with their bid documents, copies of all required qualifications, licenses and certificates. Additionally, each contractor must include a copy of their current Public Works Contractor Registration Act Certificate, pursuant to NJSA 34:11-56.48 et. seq.

a. How many years have you been engaged in the work required under this contract under your present firm or trade name? _____ years.

b. What equipment do you own that is available and intended to be used on this project? Provide a description as to the quantity, size, type and capacity of this equipment, along with its present condition.

Highland Park Housing Authority

c. What equipment do you intend to purchase or lease for us on this project, should the contract be awarded to you? Provide a description of the quantity, size, type, and capacity of the equipment you intend to lease or purchase.

d. How many years has your organization been in business performing the work required under this contract?

_____ years.

e. If a corporation, answer the following:

1. Date of incorporation _____
2. State of incorporation _____
3. President's name _____
4. Vice President's name _____

f. If individual or partnership, answer the following:

1. Date of organization _____
2. Name and address of all partners (state whether general or limited partnership)

g. We normally perform _____% of the work with our own forces. General character of work performed by our company.

h. Have you ever failed to complete any work awarded to you?

_____Yes _____No

If so, state circumstances.

i. Has any other officer or partner of your organization ever been an officer or a partner of some other organization that failed to complete a contract?

_____Yes _____No

If so, state the name of the individual, other organization and reason therefor.

j. Has any officer or partner of your organization ever failed to complete a contract handled in his own name?

_____Yes _____No

Highland Park Housing Authority

If yes, state name of individual, name of owner and reason therefor.

- k. Are there any liens, of any character, filed against your company at this time?

_____Yes _____No

If yes, specify the nature and amount of lien.

- l. In what manner have you inspected the proposed project? Explain in detail.

- m. The work, if awarded to you, will have the personal supervision of whom?

_____Contact Name

_____Contact Phone

_____Contact Email

- n. Do you intend to subcontract any portion of the work? _____. If so, state which portion(s) is/are to be subcontracted.

General Contractor must have each subcontractor complete a Subcontractor Qualification Questionnaire. (See bid packet). Pursuant to P.L. 204, c.57. each subcontractor must include with their bid documents all copies of their qualifications, licenses and certificates, as required. Additionally, each subcontractor must submit a copy of their current Public Works Contractor Registration Act Certificate, pursuant to NJSA 34:11-56.48 et. seq.

- o. Have you made contracts or received firm offers for all materials within price use in preparing your proposal?

_____Yes _____No

Do not give names of dealers or manufacturers.

- p. Give three (3) trade references: (Provide company name, contact, phone number and email.)

- q. Give three (3) bank references: (Provide bank name, contact, phone number and email.)

Highland Park Housing Authority

This form must be submitted by each bidder as part of formal bid documents. If information contained herein does not meet specification requirements, the bid may be rejected by the Authority.

JOB NAME & LOCATION	DESIGN ARCHITECT/ENGINEER & PHONE # / EMAIL	DATE JOB COMPLETED

CONTRACTS COMPLETED IN THE LAST FIVE YEARS

List the more important contracts completed by you under your current company name in the last five (5) years, stating approximate gross cost for each, and the month and year of completion, or whether you are low bidder pending formal award of contract.

OWNER	LOCATION	DESCRIPTION	DATE OF CONTRACT START	GROSS AMOUNT OF CONTRACT	DATE OF CONTRACT COMPLETION

Highland Park Housing Authority

Give full information about all of your contracts, whether private or government contracts, whether prime or sub-contracts; whether in process or awarded by not yet begun; or whether you are low bidder pending formal award of contract.

Location	Description	Adjusted Contract Amount	Amount Completed and Billed	Additional Earned Since Last Estimate	Balance to be Completed	Estimated Date of Completion

SIGNATURE PAGE

Dated at: _____, this _____ day of _____, 2023
Town where completed day month

Name of Organization: _____

By: _____
Print Name of Person

Signature: _____

Title of Person Signing: _____

STATE OF: _____

COUNTY OF: _____

_____, being duly sworn, deposes and says that
Name of Person

he/she is _____ of _____
Title Name of Organization

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this _____

Day of _____, 2023

Notary Public Signature/ Stamp/ Seal

My commission expires: _____

SUB- CONTRACTOR QUALIFICATION QUESTIONNAIRE

NOTE: if you are not using any sub-contractors, you MUST write N/A on this questionnaire and return it with your bid

BID FOR: _____

NAME OF BIDDER: _____

ADDRESS: _____

REQUIREMENTS FOR SUBMITTED PROPOSALS, IF QUALIFIED

1. Each proposal must be accompanied by a Certificate of a Surety Company qualified to do business in the State of New Jersey, who shall at the time of submitting such bid/proposal, qualify as to its or their responsibility for the full amount of such bid/proposal; and he/she will post a Performance Bond and Labor and Material Payment Bond for the full amount of the contract pursuant to law if he/she is the successful bidder. Also accompanying each said bid/proposal there must be a Certified Check or Bid Bond in an amount of not less than ten (10% percent of the bid amount not to exceed \$ 20,000.00.

Notice to Sub-Contractors:

The undersigned agrees to execute and deliver the contract in the prescribed form and furnish the required Performance and Labor and Material Payment Bonds within fifteen (15) days after the contract is presented to him/her for signature.

2. It shall be necessary for the bidder to present evidence that it is the General Contractor and that it has been in business for at least five (5) years, in this particular field, and can submit a suitable record/evidence of such experience in satisfactorily completing similar projects in size, magnitude and scope, to the scope of work which is required to be performed in this contract. The contractor must have completed at least three (3) projects as described above within the last three (3) years. (Use the References Attachment). In addition to the above, the bidder shall submit evidence that it has the necessary equipment to carry out this type of operation.

Pursuant to P.L. 204, c.57. each contractor must also include with their bid documents, copies of all required qualifications, licenses and certificates. Additionally, each contractor must include a copy of their current Public Works Contractor Registration Act Certificate, pursuant to NJSA 34:11-56.48 et. seq.

Highland Park Housing Authority

a. How many years have you been engaged in the work required under this contract under your present firm or trade name? _____ years.

b. What equipment do you own that is available and intended to be used on this project? Provide a description as to the quantity, size, type and capacity of this equipment, along with its present condition.

c. What equipment do you intend to purchase or lease for us on this project, should the contract be awarded to you? Provide a description of the quantity, size, type, and capacity of the equipment you intend to lease or purchase.

d. How many years has your organization been in business performing the work required under this contract?

_____ years.

e. If a corporation, answer the following:

1. Date of incorporation _____
2. State of incorporation _____
3. President's name _____
4. Vice President's name _____

f. If individual or partnership, answer the following:

1. Date of organization _____
2. Name and address of all partners (state whether general or limited partnership)

g. We normally perform _____% of the work with our own forces. General character of work performed by our company.

h. Have you ever failed to complete any work awarded to you?

_____ Yes _____ No

If so, state circumstances.

i. Has any other officer or partner of your organization ever been an officer or a partner of some other organization that failed to complete a contract?

_____ Yes _____ No

If so, state the name of the individual, other organization and reason therefor.

Highland Park Housing Authority

- j. Has any officer or partner of your organization ever failed to complete a contract handled in his own name?

_____Yes _____No

If yes, state name of individual, name of owner and reason therefor.

- k. Are there any liens, of any character, filed against your company at this time?

_____Yes _____No

If yes, specify the nature and amount of lien.

- l. In what manner have you inspected the proposed project? Explain in detail.

- m. The work, if awarded to you, will have the personal supervision of whom?

_____Contact Name _____Contact Phone

_____Contact Email

- n. Do you intend to subcontract any portion of the work? _____. If so, state which portion(s) is/are to be subcontracted.

General Contractor must have each subcontractor complete a Subcontractor Qualification Questionnaire. (See bid packet). Pursuant to P.L. 204, c.57. each subcontractor must include with their bid documents all copies of their qualifications, licenses and certificates, as required. Additionally, each subcontractor must submit a copy of their current Public Works Contractor Registration Act Certificate, pursuant to NJSA 34:11-56.48 et. seq.

- o. Have you made contracts or received firm offers for all materials within price use in preparing your proposal?

_____Yes _____No

Do not give names of dealers or manufacturers.

- p. Give three (3) trade references: (Provide company name, contact, phone number and email.)

Highland Park Housing Authority

q. Give three (3) bank references: (Provide bank name, contact, phone number and email.)

This form must be submitted by each bidder as part of formal bid documents. If information contained herein does not meet specification requirements, the bid may be rejected by the Authority.

JOB NAME & LOCATION	DESIGN ARCHITECT/ENGINEER & PHONE # / EMAIL	DATE JOB COMPLETED

CONTRACTS COMPLETED IN THE LAST FIVE YEARS

List the more important contracts completed by you under your current company name in the last five (5) years, stating approximate gross cost for each, and the month and year of completion, or whether you are low bidder pending formal award of contract.

OWNER	LOCATION	DESCRIPTION	DATE OF CONTRACT START	GROSS AMOUNT OF CONTRACT	DATE OF CONTRACT COMPLETION

Give full information about all your contracts, whether private or government contracts, whether prime or sub-contracts; whether in process or awarded by not yet begun; or whether you are low bidder pending formal award of contract.

Location	Description	Adjusted Contract Amount	Amount Completed and Billed	Additional Earned Since Last Estimate	Balance to be Completed	Estimated Date of Completion

SIGNATURE PAGE

Dated at: _____, this _____ day of _____, 2023
Town where completed day month

Name of Organization: _____

By: _____
Print Name of Person

Signature: _____

Title of Person Signing: _____

STATE OF: _____

COUNTY OF: _____

_____, being duly sworn, deposes and says that
Name of Person

he/she is _____ of _____
Title Name of Organization

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this _____

Day of _____, 2023

Notary Public Signature/ Stamp/ Seal

My commission expires: _____

CONFLICT OF INTEREST and POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION

The bidder certified that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- a. result in an unfair competitive advantage to the bidder; or
- b. impair the bidder's objectivity in performing the contract work

In the absence of any actual or apparent conflict, I certify to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

- 1) be awarded contracts by any agency of the United States Government, HUD, or the State of New Jersey, or
- 2) participate in HUD programs pursuant to 24 CFR Part 24.

This certification above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

Signature of Person Authorized to sign for contractor

Print Name

Date

W. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at [N.J.S.A. 19:44A-20.7](#)) are subject to the provisions of P.L. 2005, c. 271, s.2 ([N.J.S.A. 19:44A-20.26](#)). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See [N.J.S.A. 19:44A-8](#) and [19:44A-16](#) for more details on reportable contributions.

[N.J.S.A. 19:44A-20.26](#) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs)

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity". [[N.J.S.A. 19:44A-20.26 \(b\)](#)]. The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts)**

Highland Park Housing Authority

* N.J.S.A. 19:44a-3(S): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1933, c65 (C.1944A-10.1) for the purpose of receiving contributions and making expenditures.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:		
Address:		
City:	State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44a-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

- Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Highland Park Housing Authority

			\$
			\$

- Check here if the information is continued on subsequent page(s)

LIST OF AGENCIES WITH ELECTED OFFICIALS REQUIRED FOR POLITICAL CONTRIBUTION DISCLOSURE

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s: State Senator and two members of the General Assembly per district

County:

- Commissioner
- County Executive
- County Clerk
- Surrogate
- Sheriff

Municipalities: Mayor and members of governing body, regardless of title

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM
WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED CUSTOMIZABLE FORM

BYRD ANTI-LOBBYING AMMENDMENT CERTIFICATION

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Please check the appropriate box:

_____ No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

or

_____ Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this _____ day of _____, 20_____

By: _____

(Type or Print Name) (Title of Executing Official)

(Signature of Executing Official) (Name of Organization/Applicant)

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or
Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

Highland Park Housing Authority

<input style="width: 40px; height: 20px;" type="checkbox"/>	<i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)</i>
---	--

CONTRACT AMENDMENTS AND EXTENSIONS

<input style="width: 40px; height: 20px;" type="checkbox"/>	<i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)</i>
---	--

IF UNABLE TO CERTIFY

<input style="width: 40px; height: 20px;" type="checkbox"/>	<i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. <u>Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.</u></i>
---	--

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of

the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **Highland Park Housing Authority** is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Highland Park Housing Authority** to notify the **Highland Park Housing Authority** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Highland Park Housing Authority** and that the **Highland Park Housing Authority** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
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Signature		Date	
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SECTION 3 REQUIREMENTS AND CERTIFICATION

PUBLIC & INDIAN HOUSING
ANNUAL SECTION 3 SUMMARY REPORTING REQUIREMENTS
*TECHNICAL ASSISTANCE ON FORM HUD-60002

Applicability of Section 3 to Public and Indian Housing Programs

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] represents HUD’s policy for providing preference to low- and very low-income residents of the community where the funds are spent (regardless of race or gender), and the businesses that

substantially employ these persons for new employment, training, and contracting opportunities created from the usage of covered HUD funds.

The requirements of Section 3 apply to **all Public Housing Authorities (PHAs)** regardless of size or number of units [Section 8-Only Housing Authorities are exempt]. The requirements also apply to **all contractors** that receive awards from PHAs, regardless of the dollar amount of the contract.

Section 3 applies to the following types of Public and Indian Housing assistance:

- Public Housing Operating subsidies
- Public Housing Capital Funds for Development and Modernization;
- Hope VI Revitalization Grants;
- Resident Opportunities and Self-Sufficiency (ROSS) Grants;
- Family Self-Sufficiency (FSS) Grants;
- Lead Hazard Control Grants; and
- Economic Stimulus Funding

Recipient Responsibilities Pursuant to Section 3

Each PHA (and their contractors, subcontractors, or sub-recipients) are required to comply with the requirements of Section 3 for **new** employment, training, or contracting opportunities resulting from the expenditure of covered funding. This responsibility includes:

1. Implementing procedures to notify Section 3 residents and business concerns
2. Notifying potential contractors working on Section 3 covered projects of their responsibilities; about training, employment, and contracting opportunities generated by Section 3 covered assistance;
3. Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38];
4. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;
5. Assisting and actively cooperating with the Department in making contractors and subcontractors comply;
6. Refraining from entering into contracts with contractors that are in violation of Section 3 regulations;
7. Documenting actions taken to comply with Section 3; and
8. Submitting Section 3 Annual Summary Reports (form HUD-60002) in accordance with 24 CFR Part 135.90.

Section 3 Summary Reports (Form HUD-60002)

Annually, each PHA is required to submit form HUD-60002 to HUD's Economic Opportunity Division in Washington, DC. Pursuant to 24 CFR 135.90, form HUD-60002 is due at one of the following intervals:

- 1) Where the program providing Section 3 covered funding requires the submission of an annual performance report (e.g., CAPERs report, etc.), form HUD-60002 shall be submitted at the time that the annual report is due;
- 2) If the program providing the Section 3 covered funding does not require an annual report, form HUD-60002 shall be submitted by January 10th of each year; or
- 3) Form HUD-60002 shall be submitted within 10 days of project completion (e.g., if the project is completed prior to January 10th).

Determining What Should Be Reported on Form HUD-60002

Section 3 Annual Summary Reports are intended to measure each PHA's efforts to comply with the statutory and regulatory requirements of Section 3 in its own operations **AND** those of contractors, subcontractors, and sub-recipients.

Accordingly, each submission of form HUD-60002 should indicate the following:

- ☐ The total dollar amount of HUD funding that was received by the PHA during the specified reporting period.
- ☐ The total number of new employees that were hired by the PHA or its contractors, subcontractors, and sub-recipients.
- ☐ The amount of new employees that were hired by the PHA or its contractors, subcontractors, and sub-recipients, that met the definition of a Section 3 resident.
- ☐ The total number of man hours worked on covered projects (optional).
- ☐ The aggregate number of hours worked by Section 3 residents on covered projects (optional).
- ☐ The total number of Section 3 residents that participated in training opportunities that were made available by the PHA, its contractors, sub-recipients, or other local community resource agencies.
- ☐ The total dollar amount of construction and/or non-construction contracts (or subcontracts) that were awarded with HUD funding received by the PHA.
- ☐ The dollar amount of the PHA's construction or non-construction contracts (or subcontracts) that were awarded to Section 3 business concerns.
- ☐ Detailed narrative descriptions of the specific actions that were taken by the PHA, covered contractors, subcontractors, sub-recipients, or others to comply with the requirements of Section 3 and/or meet the minimum numerical goals for employment and contracting opportunities.

****PHAs must submit a separate form HUD-60002 for each type of covered financial assistance (e.g., separate reports must be submitted for Operating Subsidies and Capital funding).**

Important Notes for Submitting HUD-60002

- Use the online Section 3 Summary Reporting System at: www.hud.gov/section3 to ensure that your report is received by the appropriate HUD office in a timely manner.
- The “reporting period” option in the online Section 3 Summary Reporting System (box #7) lists quarters but the Section 3 reporting is an annual requirement. Accordingly, recipients should select **Quarter 4** to document the total amount of covered activities that took place during the entire year.
- PHAs should follow the same 12-month reporting period (i.e., fiscal, program, or calendar year) that is used for other HUD reports. If the PHA does not have other HUD reporting requirements, the Section 3 reporting period will follow the 12-month calendar year.
- Section 3 reports document compliance during the previous year (or reporting period). For instance, reports submitted on January 10, 2009, document the PHA’s efforts to comply with Section 3 during 2008.
- If the PHA (or its contractors, subcontractors and sub-recipients) did not hire any new employees during the reporting period, and/or if no construction or non-construction contracts were awarded, the PHA must state this in Part III of form HUD-60002 and certify that this information is true and accurate by penalty of law.

Form HUD-60002 and Section 3 Compliance Determinations

Absent evidence to the contrary, the Department considers PHAs to be in compliance with Section 3 if they meet the minimum numerical goals set forth at 24 CFR Part 135.30ⁱⁱⁱ

- a. 30 percent of the aggregate number of new hires shall be Section 3 residents;
- b. 10 percent of the total dollar amount of all covered construction contracts shall be awarded to Section 3 business concerns; and
- c. 3 percent of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns.

PHAs that fail to meet the numerical goals above bear the burden of demonstrating why it was not possible. Such justifications should describe the efforts that were taken, barriers encountered, and other relevant information that will enable the Department to make a compliance determination.

**** Recipients that submit Section 3 reports containing all zeros, without a sufficient explanation to justify their submission, are in noncompliance with the requirements of Section 3.**

Failure to comply with the requirements of Section 3 may result in sanctions, including: debarment, suspension, or limited denial of participation in HUD programs pursuant to 24 CFR Part 24. PHAs that are subject to annual A-133 Audits may also receive an audit finding for failure to submit form HUD- 60002 to HUD.

Where Are Reports Submitted

Form HUD-60002 must be submitted to HUD’s Economic Opportunity Division, in Washington, DC. Recipients are strongly encouraged to submit form HUD-60002 online at: www.hud.gov/section3.

Recipients can also download a hard copy of form-HUD 60002 from the website listed above. Hard copies shall be submitted via fax or mail to:

U.S. Department of Housing and Urban Development
Attn: Economic Opportunity Division
451 Seventh Street, SW
Room 5235
Washington, DC 20410
202-708-1286 (fax)

Additional Section 3 Guidance and Technical Assistance

The Economic Opportunity Division is committed to providing PHAs guidance and technical assistance for compliance with the requirements of Section 3.

For additional information, please visit the Section 3 website at: www.hud.gov/section3. This webpage provides the following tools and information:

- Section 3 Statute—12 U.S.C. 1701u
- Section 3 Regulation—24 CFR Part 135
- Frequently Asked Questions
- Section 3 Model Programs
- Guidance on Section 3 and Economic Stimulus Funding
- Guidance on Section 3 and the Neighborhood Stimulus Program (NSP)
- Sample Section 3 Certification Forms (residents and business concerns)
- Link to HUD's Local Income Eligibility Calculator
- Link to Section 3 Annual Reporting System(form HUD-60002)
- Downloadable Forms
- Contact Information for Economic Opportunity Division staff
- Email inquiries on Section 3 can be sent to section3@hud.gov

Section 3 residents are defined as: 1) residents of public housing; or 2) individuals that reside in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and meet the definition of a low- or very low income person as defined by HUD).

Section 3 business concerns are defined as one of the following: 1) businesses that are 51 percent or more owned by Section 3 residents; 2) businesses whose permanent, full-time employees include persons, at least 30 percent of whom are current Section 3 residents or were Section 3 residents within 3 years of the date of first employment with the business concern; or 3) businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in the two previous categories.

See language at 24 CFR Part 135.30(d)

SAMPLE SECTION 3 BUSINESS CERTIFICATION

Name of Business: _____

Address of Business: _____

Contact Person: _____ Title: _____

Telephone: _____

The bidder certifies that it is a Section 3 Business Concern based on:

- _____ Status as a Section 3 resident-owned enterprise (at least 51% owned by Section 3 residents:
- Provide copy of resident lease, evidence of participation in a public assistance program, or signed certification of Section 3 resident
 - Provide documentation of business ownership, such as copy of articles of incorporation, partnership agreement, list of owners/stockholders and percentage ownership of each, organization chart with names and titles
- _____ At least 30% of permanent, full-time employees are currently Section 3 Residents or were Section 3 residents within the past 3 years:
- Provide complete list of all permanent, full-time employees
 - Provide list of employees claiming Section 3 status
 - Provide documentation of Section 3 status for all applicable employees such as PHA residential lease or signed certification of Section 3 resident
- _____ Commitment to subcontract 25% of the dollar awarded to qualified Section 3 business (only applicable to prime contractors:
- Provide list of subcontracted Section 3 business(es) and subcontract amount
 - Provide documentation of Section 3 status for applicable businesses

I certify that the information provided here is true and correct and understand that any falsification of any information provided could subject me to disqualification and punishment under the law.

Authorized Name and Signature

Date

Witness Name and Signature

Date

APPENDICES

- Appendix A: Highland Park HA NJ Rider
- Appendix B: Davis Bacon Wage Rate Determination
- Appendix C: New Jersey Prevailing Wage Rate
- Appendix D: HUD Forms

