



REQUEST FOR BID – 20250206

VACANT UNIT TURNOVER SERVICES (2025-2026)
On a as needed basis
For the
HOUSING AUTHORITY OF THE CITY OF LONG BRANCH NJ

Due: February 6, 2025 at 10:00 a.m.

**Non- Mandatory Pre Bid Meeting January 30, 2025 at 10:00 a.m
for technical assistance, questions, and site visits at 2 Hope Lane
Long Branch, NJ 07740**

REQUEST FOR BID (RFB)
RFB-20250206:
VACANT UNIT TURNOVER SERVICES

Sealed bids for the following projects for the Long Branch Housing Authority shall be received no later than 10:00 am, February 6, 2025 at the Administration Offices of the Housing Authority at 2 Hope Lane, Long Branch NJ 07740. At 10:00 am bid openings will begin and read aloud. Bids must be submitted prior to the designated time for acceptance and opening of the bids and shall be submitted by either mail or in person by the Bidder or their agent. No bid will be accepted after the designated time.

Project Name:
Vacant Unit Turnover Services 20250206

All bids shall be enclosed in a sealed enveloped bearing the name of the bidder and clearly marked, "Project name" – bid number". The IFB document may obtained electronically via link: <https://www.bidnetdirect.com/new-jersey/lbha>, beginning January 27, 2025.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C 17:27 et seq. (Equal Opportunity Employment), N.J.S.A. 10:2-1 et seq. (Anti-Discrimination Provisions), 42 U.S.C. § 12101, et seq. (Americans with Disabilities Act),

The Authority reserves the right to reject any or all bids and reserves the right to waive informality in the bidding if deemed in the best interest of the Authority in accordance with applicable laws and regulations.

GENERAL CONDITIONS

1. SUBMISSION OF BIDS

- A. Sealed bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid shall be submitted on the proposal form attached, in a sealed envelope
 - 1) addressed to the Purchasing Department
 - 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. It is the bidder's responsibility to see that bids are presented to the Purchasing Department of the Long Branch Housing Authority 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. All bids mailed to the designation in B above must also appear on the outside of the envelope. Bids received after the designated time and date will be returned unopened.
- D. 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.
- E. More than one bid from an individual, firm or partnership, corporation or association under the same or different names shall not be considered.

2. BID SECURITY

The following provisions, if indicated by a (check mark) shall be applicable to this bid and be made a part of the bidding documents.

☒ **BID GUARANTEE**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the Long Branch Housing Authority.

When submitting a Bid Bond, it shall contain a Power of Attorney for full amount of Bid Bond from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Authority.

The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required Performance Bond and Labor and Material Payment Bond or other security is submitted.

The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to statute. Failure to submit required guarantee shall be cause for rejection of the bid.

☒ **CONSENT OF SURETY**

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Authority stating that it will provide said bidder with a Performance Bond and a Labor and Material Payment Bond in the full amount of the bid.

This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish said Performance and Payment Bonds from an acceptable Surety Company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to statute.

Failure to submit this shall be cause for rejection.

☒ **PERFORMANCE BOND AND LABOR & MATERIAL PAYMENT BOND**

Successful bidder shall simultaneously with the delivery of the executed contract submit an executed bond in the amount of One Hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract. A Labor and Material Payment bond in the amount of One Hundred percent (100%) of the acceptable bid shall also be required at the same time.

3. QUOTATIONS, BIDS AND FORMS

- A. The Long Branch 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 with a typewriter or pen and 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. Estimated quantities

The right is reserved to decrease or increase the quantities specified in the specifications pursuant to Statute. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**

E. 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.

F. 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.

G. All forms shall be completed and attached in the bid proposal. **BIDDER IS ALERTED TO THE BID DOCUMENT CHECK LIST PAGE.**

H. The Long Branch Housing Authority reserves the right to delete sections of the work from the Contract after the award has been made due to funding or other reasons. The prices bid for the various items of work shall not be adjusted due to the deflection of any work or variation of any quantity for the various items scheduled in the bid.

I. The Long Branch Housing Authority is actively developing and adding new facilities to its portfolio. The Long Branch Housing Authority reserves the right to add new locations to the Contract after the award has been made at prices to be mutually negotiated by the two parties based on existing pricing for facilities similar in size.

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 shall 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 the Contracting Officer. 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. 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 that there is 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. AWARD OF BID

A. The Contract shall be awarded for a period of One (1) year beginning around **March 1, 2025 and expiring on February 28, 2026** with the option, at the sole discretion of the Authority to renew for one additional year. The Long Branch Housing Authority reserves the right to delete sections of the work from the Contract after the award of the bid has been made due to funding or other reasons. The prices bid for the various items of work shall not be adjusted due to the deflection of any work or due to the variation of any quantity for the various items scheduled in the bid.

B. 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 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 which is not accompanied by bid bond and surety bond shall be rejected.

C. The Authority reserves the right to reject the bid of any respondent who has previously failed to perform properly, or to complete on time any contract work of a similar nature or who is not in a position to perform the contract.

D. The Authority further reserves the right to award each item 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. Without limiting the generality of the foregoing, the Authority reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.

E. The Authority reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.

F. 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.

G. The effective period of this contract will be one (1) year unless otherwise noted in the specifications. Continuation of the terms of this contract beyond the first year is contingent on availability 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.

H. 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.

6. NEW JERSEY PREVAILING WAGE ACT (When Applicable)_

X Applicable Not 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:

http://wd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html.

7. NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

8. 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.

9. 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.

10. STATEMENT OF CORPORATE OWNERSHIP

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 comply shall require rejection of the bid/proposal.

11. 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.

12. 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 owner 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.

INSURANCE COVERAGE REQUIREMENTS

1. Commercial General Liability

Insurance naming the Housing Authority of Long Branch and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2,000,000
Products/Completed Operations Aggregate:	\$1,000,000
Personal Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

2. Automobile Liability

Insurance with limits of not less than \$1,000,000 for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos as each may be applicable.

3. Workers Compensation and Employers' Liability

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1,000,000 per accident. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

4. Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement expiration, termination or cancellation.

A. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the OWNER as an additional insured.

B. 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 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.

13. 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.

Properly executed invoices received no later than the 10th of each month shall be processed for payment by the end of the month.

14. 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.

15. INDEMNIFICATION

The contractor agrees to indemnify and save harmless the Authority, its officers, agents and employees, hereinafter referred to as indemnittees, from all suits, including attorney's fees and costs of litigation, 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 he indemnittees 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.

16. 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 unit bid price per apartment as submitted on the bid form.

17. ALTERING OFFICIAL DOCUMENT

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

18. 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.

19. 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.

20. 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>

21. 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 there under, whether in whole or in part, the Owner at the end of any particular 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. FIRM FIXED CONTRACT

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

27. 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

28. 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.

29. SOURCE OF SPECIFICATIONS/ BID PACKAGES

Official Authority bid packages for Routine Monthly Exterminating Services are available to be picked up in person from the office of The Long Branch Housing Authority, 2 Hope Lane, Long Branch, New Jersey 07740 upon receipt of a non-refundable fee of \$50.00 per bid packet or email request to atoy@lbhousing.org.

The Authority shall not absorb the cost of mailing bid packets.

Notice of all addenda shall be advertised in The Record. All prospective bidders who already picked up bid packets shall be provided with a copy of the issued addendum according to statute requirements. 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 (Bid Source Firms) supplied specifications or other information.

Vacant Unit Turnover Services **Request for Bid (RFB) Project** **No. 20250206**

SCOPE OF WORK (SOW) & TECHNICAL SPECIFICATIONS

- 1.0 GENERAL DESCRIPTION:** The Request for Bid (RFB) provides parameters for Vacant Unit Turnover Services for affordable housing units owned and or operated by the Authority. The Vacant Unit Turnover Services Contractor/s (Contractor) will provide services as outlined in this Scope of Work. The work includes, but is not limited to, janitorial, electrical, plumbing, flooring, hardware installation, HVAC, painting, masonry, and any other as-needed repairs.
- 2.0 BACKGROUND & GOALS:** The goal of Vacant Unit Turnover Services is to restore vacant units for immediate lease-up. The Authority **will not supply any materials** except appliances. The Authority **will not** supply hand tools, machinery, basic supplies or cleaning equipment. The Contractor will agree to a **fourteen (14) day** turnaround of each unit. Davis Bacon prevailing wages apply on Public Housing Units.
- 3.0 SCOPE OF WORK:**
- 3.1 Kitchen:**
- 3.1.1** Clean out any debris
 - 3.1.2** Clean window tracks and thresholds
 - 3.1.3** Replace window rollers as needed and install white vinyl mini- blinds
 - 3.1.4** Remove and replace any damaged/nonfunctional ceiling light fixtures
 - 3.1.5** Any electrical outlets, GFCI, switches, covers and phone jacks shall be cleaned and reinstalled as needed or replace if damaged, not working or cracked
 - 3.1.6** Remove and replace any damaged 4" cove base or 2" base board
 - 3.1.7** Make sure all hardware is working properly (cabinets, locks, drawers, shelves)
 - 3.1.8** Prep all walls and ceilings prior to being painted
 - 3.1.9** Kitchen shall be clean of grease and painted
 - 3.1.10** Remove stove and make sure it is clean (including floor); reinstall and make sure stove works as designed
 - 3.1.11** Hood fan shall be cleaned and install new filter, light cover and bulb as needed
 - 3.1.12** Repair any cabinets or damaged drawers
 - 3.1.13** Install cabinets and countertops as needed
 - 3.1.14** Ensure countertop is water tight and caulked around backsplash
 - 3.1.15** Ensure there are no plumbing leaks and faucet is working as designed
 - 3.1.16** Replace broken floor tile (VCT) or Luxury Vinyl Tile (LVT) as needed
 - 3.1.17** Final floor shall be cleaned, buffed and final wax (2 coats of sealer and 2 coats of wax).
 - 3.1.16** Check that appliances are clean and operational or replace appliances, check with LBHA about replacing and cleaning appliances



3.2 Living Room:

- 3.2.1** Clean out any debris
- 3.2.2** Clean windows and tracks
- 3.2.3** Repair window rollers as needed and install white vinyl mini- blinds
- 3.2.4** Remove and replace any damaged/nonfunctional ceiling light fixtures
- 3.2.5** Any electrical outlets, GFCI, switches, covers and phone jacks shall be cleaned and reinstalled as needed
- 3.2.6** Remove and replace any damaged 4" cove base or 2" baseboard (including repair of drywall behind cove base if damaged)
- 3.2.7** Remove and replace any damaged weather seal at front door, remove and replace threshold, if necessary
- 3.2.8** Make sure front security door is working properly as designed
- 3.2.9** Make sure all door hardware is working properly (install lever handles/knobs)
- 3.2.10** Prep all walls and ceilings prior to being painted (drywall/plaster damage throughout)
- 3.2.11** Remove and replace any smoke alarms or carbon monoxide detectors that are expired or not working
- 3.2.12** Repair and/or replace damaged VCT floor tiles or carpet
- 3.2.13** Paint entire room
- 3.2.14** Install vinyl mini-blinds
- 3.2.15** Final floor shall be cleaned buffed and final wax (shampooed if carpeted; 2 coats of sealer and 2 coats of wax).
- 3.2.16** Remove, clean, paint and reinstall any HVAC grills or registers

3.3 Hallway:

- 3.3.1** Clean out any debris
- 3.3.2** Clean windows and tracks, if window present
- 3.3.3** Repair window rollers as needed and install white vinyl mini- blinds
- 3.3.4** Remove and replace any damaged/nonfunctional ceiling light fixtures
- 3.3.5** Any electrical outlets, GFCI, switches, covers and phone jacks shall be cleaned and reinstalled as needed
- 3.3.6** Remove and replace any smoke alarms or carbon monoxide detectors that are expired or not working
- 3.3.7** Remove and replace any damaged 4" cove base or 2" baseboard
- 3.3.8** Make sure all doors are working properly
- 3.3.9** Make sure all door hardware is working properly (install lever handle if needed)
- 3.3.10** Prep all walls and ceilings prior to being painted
- 3.3.11** Remove, clean, paint and reinstall any HVAC grills or registers
- 3.3.12** Install HVAC filter
- 3.3.13** Install thermostat for HVAC if needed
- 3.3.14** Repair and/or replace damaged VCT floor tiles (2 coats of sealer and 2 coats of wax).

3.4 Laundry/Pantry:

- 3.4.1** Clean and or replace washer pan as needed
- 3.4.2** Remove and replace damaged/nonfunctional ceiling light fixtures
- 3.4.3** Any electrical outlets, GFCI, switches, covers and phone jacks shall be cleaned and reinstalled as needed



- 3.4.4** Remove and replace any damaged 4" cove base or 2" baseboard
- 3.4.5** Make sure all hardware is working properly (cabinets, locks, drawers, shelves)
- 3.4.6** Prep all walls, ceiling, shelves prior to being painted
- 3.4.7** Pantry/laundry to be cleaned
- 3.4.8** Faucet/washing machine hook-ups to be working as designed
- 3.4.9** Clean around water heater and make sure flue pipe is properly secured.
- 3.4.10** Weather seal, door sweep and closer at back door to be working as designed
- 3.4.11** Security door to be painted and be working as designed (closer to be working as designed)
- 3.4.12** Any floor VCT tiles to be repaired as needed, cleaned buffed and final wax. (2 coats of sealer and 2 coats of wax).
- 3.4.13** Replace any broken floor tiles as needed

3.5 Bedroom(s):

- 3.5.1** Clean out any debris
- 3.5.2** Clean window tracks
- 3.5.3** Replace window rollers as needed and install vinyl mini- blinds
- 3.5.4** Remove any old window shades and brackets
- 3.5.5** Remove and replace any damaged/nonfunctional ceiling light fixtures
- 3.5.6** Any electrical outlets, GFCI, switches, covers and phone jacks shall be cleaned and reinstalled as needed or replaced if damaged, not working or cracked
- 3.5.7** Remove and replace any damaged 4" cove base or 2" baseboard
- 3.5.8** Make sure all hardware is working properly (closets, locks, drawers, shelves)
- 3.5.9** Prep all walls and ceiling prior to being painted (patch any holes in walls or window sills)
- 3.5.10** Paint entire room, closets and doors
- 3.5.11** Repair or replace any damaged closet door(s) or bedroom door(s)
- 3.5.12** Replace any broken floor tiles as needed
- 3.5.13** Repair and/or replace damaged VCT floor tiles or carpet
- 3.5.14** Remove, clean, paint and reinstall any HVAC grills or registers
- 3.5.15** Final floor shall be cleaned, buffed and final wax (shampooed if carpeted; 2 coats of sealer and 2 coats of wax).

3.6 Bathroom:

- 3.6.1** Clean out any debris
- 3.6.2** Clean windows and tracks
- 3.6.3** Replace window rollers as needed and install vinyl mini- blinds
- 3.6.4** Remove and replace any damaged/nonfunctional ceiling light fixtures
- 3.6.5** Any electrical outlets, GFCI, switches and covers shall be cleaned and reinstalled as needed or replaced if damaged, not working or cracked
- 3.6.6** Remove and replace any damaged 4" cove base or 2" baseboard
- 3.6.7** Make sure all hardware is working properly
- 3.6.8** Prep all walls and ceilings prior to being painted
- 3.6.9** Remove and replace any damaged medicine cabinet
- 3.6.10** Clean and check sink to operate as designed, replace sink (if needed)



- 3.6.11** Faucet to be working as designed and check aerator, replace faucet (if needed)
- 3.6.12** Tub/shower to be working as designed (shower head to be working as designed) replace tub, tub enclosure and window kit (if needed)
- 3.6.13** Install 18" or 24" towel bar holder as needed
- 3.6.14** Install toilet paper holder if needed
- 3.6.15** Remove and replace toilet seat
- 3.6.16** Make sure toilet is secure and works as designed, replace toilet (if needed)
- 3.6.17** Replace any broken floor or wall tiles as needed
- 3.6.18** Final floor shall be cleaned, buffed and final wax
- 3.6.19** Remove, clean, paint and reinstall any HVAC grills or registers

3.7 Exterior:

- 3.7.1** Make sure all light fixtures work as designed
- 3.7.2** Repair or replace missing address numbers
- 3.7.3** Remove debris and make sure all yard space around the unit is clean
- 3.7.4** Make sure sheds are clean and free of debris
- 3.7.5** Storage doors to be repaired and painted to match existing
- 3.7.6** Make sure all graffiti is removed
- 3.7.7** Make sure all electrical main and subpanels are not missing any covers
- 3.7.8** Remove unused cable/phone lines, patch up and paint holes as needed

3.8 Interior:

- 3.8.1** Make sure all electrical outlets, lighting, switches and fixtures are working
- 3.8.2** Unit should be deep cleaned and ready for move in
- 3.8.3** Replace light bulbs or elements, if needed
- 3.8.4** Replace all damaged electrical and cable faceplates
- 3.8.5** Check all smoke detectors and carbon monoxide detectors are working properly and replace batteries or replace the detector itself
- 3.8.6** Check subpanels to see if breakers are working properly and not missing any breakers or spacers. Notify designated Authority staff immediately of any electrical issues. The designated Authority staff shall review each item to determine if an electrician will need to be assigned to resolve the task
- 3.8.7** Make sure all window locks are functional and replace any broken windows (if needed)

- 4.0 DEBRIS REMOVAL:** The Contractor shall be responsible for the physical removal and lawful disposal of all debris generated during construction of this project. These costs shall be factored into the pricing submitted by Contractor. All such materials shall be



removed from the project site and properly disposed by the Contractor in accordance with all local, state and federal requirements. All construction debris shall be removed from the project site and properly disposed by the Contractor in accordance with all local, state and federal requirements. All work performed in removing the existing material and installing the new products must be performed by properly licensed personnel.

5.0 UNIT TURNOVER MANAGEMENT

- 5.1** A pre-construction meeting will be held with the Contractor, subcontractors (if any) and with the Authority to review the overall project, and phasing of project before the commencement of work.
- 5.2** The Contractor shall hold weekly jobsite progress meetings in order to keep the Authority informed as to the project's schedule. The Authority shall be notified and invited to participate in all such meetings and meeting submittals. These costs shall be factored into the pricing submitted by the Contractor.
- 5.3** In performing all services, the Contractor shall comply with all applicable federal, state, county, and city statutes, ordinances, and regulations. If such compliance is impossible for reasons beyond its control, the Contractor shall immediately notify the Authority of that fact and the reasons therefore.
- 5.4** All work shall be inspected and signed off by the Authority's Authorized Representative before the work is deemed complete. No payment will be made until all work is completed to the satisfaction of the Authority's Authorized Representative.

6.0 UNIT TURNOVER SCHEDULE AND HOURS OF WORK

- 6.1** Schedules and operations shall be performed to minimize intrusion and potential risks to the residents within the community. Repair hours shall take place between the hours of 7:00 A.M. and 4:00 P.M. Work shall not be performed on weekends or holidays without prior approval from the Authority. The selected Contractor must also coordinate their work schedule with other Contractors on-site (the Authority will act as project coordinator for the job).
- 6.2** Davis Bacon Wages must be paid to all workers involved with this project. In accordance with regulations, the Authority will enforce the Davis Bacon Wages shown in the Wage Determination in effect ten (10) days before bids for the RFB are due on February 6, 2025, which unless modified through a Bid Addendum. It is the Contractor's responsibility to visit the website to see the wage determinations in effect on this date. As of the date of this document (01/24/2025), the current wage rate determination is:

Davis-Bacon: <https://sam.gov/wage-determination/NJ20250015/0>



- 6.3** The exact starting and ending dates for this project have yet to be defined. The Authority anticipates that this project will start in March 2025.

7.0 LIQUIDATED DAMAGES

- 7.1** The Contractor(s) shall be obligated to pay the Authority three (3) % of the total cost of the unit turnover for each day that the Contractor(s) fails to Complete services within the fourteen (14) calendar days' standard completion period for unit turnover work unless conditions beyond the control of the Contractor(s) exist and mutual agreement with the director of maintenance has been obtained prior to the completion date for the unit. Any waivers are limited to the specific unit and do not affect other unit assignments. Reasonable cause for an extension may include but is not limited to non-availability of specific materials, parts, or equipment necessary for completion; or nonperformance of third parties on identified third party work.

8.0 PROPERTY DAMAGE

- 8.1** Contractor shall be responsible for repair of any damage to the Authority property and restoration of any area disturbed by installation work to the satisfaction of the Authority's Authorized Representative prior to final payment.
- 8.2** Any repair and/or restoration of damaged area shall be performed at no cost to the Authority.

9.0 SPECIAL PROVISIONS

- 9.1** Contractor shall supply all safety or warning signs, equipment, plastic covers, barricades and any other specialty items that may be required.
- 9.2** Contractor shall proceed with installation work to be performed in accordance with manufacturer's recommendations and warranty requirements.

10.0 GENERAL REQUIREMENTS

- 10.1** Maintenance of Work Area: The Contractor shall keep the working area sufficiently clear of equipment, material, and implements of service to prevent endangering persons and damage to the Authority property and to avoid an unsightly condition. Removal of such items shall be performed promptly upon completion of work. The Contractor shall not use the Authority facilities for disposal of debris and waste material, whether hazardous or non-hazardous, or asbestos-containing or non-asbestos-containing. Site/Unit must be secured at the end of the work day.
- 10.2** Safety and Security: The Contractor shall comply with all laws, ordinances, rules and regulations applicable to the work. The Contractor shall provide adequate protection for all persons and all Authority personnel within the working area or approaches thereto, and shall furnish and erect temporary barricades where necessary.



- 10.3** Access: The Contractor, its employees, subcontractors, or other representatives, have no tenancy and shall be admitted to the grounds only for the proper execution of the work under this contract. The Contractor, its employees, subcontractors, or other representatives must wear identifying company uniform and employee badge while working on the Authority properties.
- 10.4** Workmanship and Labor: All employees of the Contractor, subcontractors or other representatives, shall be skilled in the type of work for which they are employed on the project and shall work under direction of competent superintendent. Should the Authority deem anyone employed in the work incompetent or unfit for their duties, the Contractor shall remove such employee from the work and shall not reemploy them on work within the Authority on this project or any other project without written permission from the Authority.
- 10.5** Conservation of Utilities: The Contractor shall practice utility conservation in all the Authority facilities. The Contractor shall be responsible for operating under conditions, which preclude the waste of utilities, which shall include:
- 10.5.1** Lights shall be used only in areas where and when work is actually being performed.
- 10.5.2** Mechanical equipment controls for heating, ventilation, and air conditioning systems shall not be adjusted by the Contractor or by Contractor employees.
- 10.5.3** Water faucets or valves shall be turned off after the required usage has been accomplished.
- 10.6** Fees, Permits, Licenses, Patents, Royalties, and Payments Thereof: The Contractor and Contractor's employees and agents shall secure and maintain in force such licenses and permits as are required by law and shall conform to all Federal, State, and local laws, ordinances, and regulations covering the work under the contract. All operations and materials shall be in accordance with applicable laws, ordinances, and regulations.
- 10.7** On-Site Interviews: Inform all workers of prevailing wage rates, position title, and job duties.

11.0 TREATMENT OF ADJACENT SURFACES AND STRUCTURES

- 11.1** Contractor shall take particular care in preserving the integrity of the adjacent sites and ensure consistency of his or her work in order to maintain the overall appearance of the community.
- 11.2** Contractor shall minimize dust from any construction activities and conform to the requirements of State of New Jersey Department of Environmental Protection.
- 11.3** The Contractor shall conduct and maintain all working forces at the surfaces in a neat orderly manner throughout the construction operations. The work shall be conducted in a manner that will control the dust. When ordered to or required to provide dust control, the Contractor shall use water to reduce the dusty conditions,



all to the satisfaction of the Authority. During construction, the Contractor shall remove all rubbish and debris as it is generated to the satisfaction of the Authority.

- 11.4** Contractor shall conform to the applicable City or County Storm Water Management Program and/or Best Management Practices (BMP's), if applicable. All appropriate provisions including Post-Construction Storm Water Management shall be adhered to.

12.0 ASSIGNMENT OF PERSONNEL

- 12.1** The Authority shall retain the right to demand and receive a change in personnel assigned to the work if the Authority believes that such change is in the best interest of the Authority. Contractor shall select and employ the replacement personnel.

13.0 LICENSING AND INSURANCE REQUIREMENTS: Contractor will ensure all required licensing and insurance requirements listed below are met:

- 13.1** Contractor will have a New Jersey Contractor's License for the appropriate trade listed in this RFB, bonding and insurance required by the State of New Jersey, and have the ability to obtain all required permitting either through local, state and federal agencies and being in good standing with all governing agencies. The Contractor shall provide to the Authority copies of these and any other required current City, State and/or Federal licenses. Failure to maintain these licenses in a current status during the term(s) of this Purchase Order/Contract shall constitute a material breach thereof.
- 13.2** Contractor will maintain throughout the course of this Purchase Order/Contract at a minimum insurance coverage's shown on the attached form "Insurance Requirements for Contractors". Proof of such coverage's must be presented to the Authority upon request.

14.0 PERFORMANCE SPECIFICATIONS

- 14.1** Contract Service Standards: All work performed pursuant to this Purchase Order/Contract must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.
- 14.2** Personnel Standards:
- 14.2.1** Services shall be performed by personnel who are trained and otherwise qualified to perform tasks assigned.
 - 14.2.2** Contractor's employees shall wear clearly visible identification while performing duties.
 - 14.2.3** All personnel shall be neat in appearance and shall conduct their work in a professional manner with minimal disturbance to the contracting party. If any of the Contractor's personnel are not satisfactory to the Authority or its' managers, Contractor shall replace such personnel with those who are satisfactory.



14.2.4 Contractor shall use all reasonable care, consistent with his right to manage and control his operation, not to employ any persons or use any labor, or use or have any equipment or permit any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, safety issues, disputes or controversies at the owner's place of business or which interfere or are likely to interfere with the operations of business.

14.2.5 Contractor shall immediately give such notice to the Authority to be followed by written reports, as shall be reasonably necessary to advise the manager of any and all impending or existing labor complaints, troubles, disputes, or controversies and the progress thereof that Contractor, in his opinion, believes may interfere with the operation of the business. Contractor shall use his/her best efforts to resolve any such complaints, trouble, dispute, or controversy.

14.3 Supervision: Contractor shall furnish the necessary qualified supervision to oversee all operations.

14.4 Equipment: Contractor shall furnish all equipment necessary to perform the services in accordance with these specifications, and warrants that all equipment will be of such type as to cause no hazard or danger.

14.5 **Materials:** All materials used in the performance of this contract must meet or exceed the standards established by the Long Branch Housing Authority (LBHA). Contractors are required to use materials of equal or superior quality to those specified in LBHA's materials list which can be found at the Maintenance Department. Substitutions must be pre-approved in writing by LBHA prior to use. Failure to comply with these standards may result in rejection of work.

15.0 Equipment: Contractor shall furnish all equipment necessary to perform the services in accordance with these specifications, and warrants that all equipment will be of such type as to cause no hazard or danger.

16.0 **NON-COLLUSION:** Contractor shall complete an affidavit in proof that they have not entered into any collusion with any person in respect to this bid or any other bid or the submitting of quotes for the contract for which this quote is submitted.

17.0 **SECTION 3 CONTRACT:** The work to be performed under this contract is on a project assisted under a program receiving direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirement of Section 3 of the Housing and Urban Development Act of 1968 which requires that, to the greatest extent feasible, opportunities for training and employment will be given to residents of the area of the Section 3 covered project.

18.0 **Method of Award (Task Order):** The HA will retain the right to contract with any of the bidders as a result of this RFB, which shall occur in the following manner (this is sometimes called "forming a pool" of contractors that the HA may draw from):

Each bidder will be ranked by the total calculated bid sum submitted in response to this RFB. When the HA has a vacant unit ready for the contractor to begin work, the HA staff assigned will contact the contractor, contractor must pick up unit keys within 48hrs to begin work the next day (the contractor has 14 days to complete the work from 48hrs after the Task Order (Unit SOW) is sent to them.



Services: Each bidder has, in response to this RFB as a part of his/her bid submittal, submitted proposed unit and fees for the services. Each bidder will, in response to this RFB, submit firm-fixed prices to provide the full-unit turnover services detailed herein for each unit/service. Please note at time of **pre-bid meeting** held at 2 Hope Lane, Long Branch, NJ 07740 at **10:00 A.M.** eastern time, **Thursday, January 30, 2025.**

INVOICES:

Contractor shall not perform any services without a Task Order or a Purchase Order Number. If Contractor performs services without a Task Order or Purchase Order Number, the LBHA shall not be required to pay Contractor for those services or materials.

1. All invoices must have a valid Task Order Number or PO number
2. All invoices must be submitted within 30 days for services performed. No Contractor may invoice for services not rendered. Contractors violating this section may be terminated.
3. No partial payment will be made for any month if all the tasks specified are not completed. Additionally, if the Contractor does not perform the scheduled task within fourteen (14) working days and has not obtained a written extension from the Long Branch Housing Authority, the Long Branch Housing Authority at its discretion shall, after notifying the Contractor of his non-performance of the task, the contractor shall be obligated to pay the Authority **three (3) % of the total cost of the unit turnover** for each day that the Contractor(s) fails to Complete services within the ten (14) calendar days'

NOTICE:

1. If during the Contract period, any defects in workmanship, material or performance appear, the Contractor shall immediately replace, repair or otherwise correct the defect without cost to the Long Branch Housing Authority. The Contractor shall agree to respond to in person, telephone, email or written notification of defects in workmanship, materials or performance.
2. Should the contractor fail to respond as provided for herein, the Long Branch Housing Authority shall have the right to take action, at the Contractor's expense, to ensure the safety of all persons and the physical property.
3. Emailed notification will be considered served one business day after it was emailed. Mailed notification will be considered serviced three (3) business days after it was mailed.

REFERENCES

Bidders shall provide at least three (3) reference accounts to whom they are presently providing similar scope and magnitude exterminating services , or to whom they have provided similar scope and magnitude exterminating services during the past five (5) years.

EMPLOYEES OF CONTRACTOR TO BE SATISFACTORY

- a. The contractor agrees that all work shall be performed by and under the supervision of skilled, experienced, certified, technicians directly employed and supervised by the contractor.
- b. The contractor shall employ technicians who are certified in their specific crafts and shall submit proof of certification with the bid.
- c. No one, except authorized employees of the contractor who have been pre-approved by the



Authority, shall be admitted to any Authority building to work under this Contract.

d. Inasmuch as work under this Contract requires access to Authority buildings, each and every employee of the contractor will be required to submit a background and criminal check prior to being assigned under this Contract. The contractor shall not assign any employee who is not approved in advance.

e. The contractor shall maintain control of his employees at all time while they are at any of the Authority's facilities. Any employee whose work performance or conduct becomes objectionable shall be immediately removed from Authority facility.

f. The contractor shall insure that employees do not use any office equipment, radios, televisions, telephones or other equipment location at Authority facilities. Contractor employees shall not connect personal or company computers to Authority internet system, hard wired or wireless, for any reason.

g. While on-site at an Authority facility, any employee of the contractor found in possession of controlled substances, alcohol, firearms, or any employee caught stealing Authority or personal property, shall be prosecuted to the fullest extent of the law.

h. Contractor employees shall not engage Authority staff or tenants in idle or social conversations that impede normal operations of the Authority.

i. Contractor shall perform routine pest control services that do not adversely affect occupant health or productivity during normal working hours of operation in Authority facilities.

j. Contractor shall observe all safety precautions throughout the performance of this contract.

LAWS

This Contract shall be interpreted in accordance with the laws of the State of New Jersey. All work shall comply with all applicable state and federal safety and health requirements.

Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during execution of work.



Attachment No. 1

FAMILY SITES	SENIOR SITES
Garfield Court Phase 1 (67 units) 115 Rockwell Avenue & Central Avenue Long Branch, NJ 07740 Telephone No.: 732-222-3747 x 118 Contact: Tiffany Morales	Kennedy Towers (100 units) 36 Rockwell Avenue Long Branch, NJ 07740 Telephone No.: 732-222-3747 x 109 Contact: Royle Taylor
Garfield Court Phase 2 (61 units) 115 Rockwell Avenue & Central Avenue Long Branch, NJ 07740 Telephone No.: 732-222-3747 x 118 Contact: Tiffany Morales	Chester Arthur Apartments (60 units) 111 Union Avenue Long Branch, NJ 07740 Telephone No.: 732-222-3747 x 112 Contact: Royle Taylor
Presidential Estates (70 units) 102-117 Liberty Street and Central Avenue Long Branch, NJ 07740 Telephone No.: 732-222-3747 x 138 Contact: Tiffany Morales	Hobart Manor (57 units) Joline Avenue and James Street Long Branch, NJ 07740 Telephone No.: 732-222-3747 x 167 Contact: Royle Taylor
Seaview Manor (40 units) 131 Central Avenue & Ellis/Seaview Avenues Long Branch, NJ 07740 Telephone No.: 732-222-3747 x 167 Contact: Tiffany Morales	
John R. Lewis Commons Phase 1 (65 units) 157 Garrett Rd. and High Street/Wardell Place Long Branch, NJ 07740 Telephone No.: 732-222-3747 x 116 Contact: Takia Walker	
John R. Lewis Commons Phase 2 (58 units) 157 Garrett Rd. and High Street/Wardell Place Long Branch, NJ 07740 Telephone No.: 732-222-3747 Contact: Takia Walker	
John R. Lewis Commons Phase 3 (51 units) 157 Garrett Rd. and High Street/Wardell Place Long Branch, NJ 07740 Telephone No.: 732-222-3747 Contact: Takia Walker	

NOTE: The Authority at its sole discretion may, at a future time, add new locations to its original portfolio. The contractor shall be compensated equitably for all new buildings added to the original scope of work based on a unit price per apartment, as submitted on the Bid Form. CHECK EACH LOCATION as some locations have 1,2,3, or 4 bedrooms, may be multi story, may have common areas including but not limited to maintenance area, administrative area and/or community rooms.



BID FORM

Vacant Unit Turnover Services 20250206

To: Allison Toy, Purchasing Manager
Long Branch Housing Authority
2 Hope Lane, Long Branch, NJ

From: _____ Date: _____, 2025

Name of Bidder

Company Name

Address

Telephone: _____ Fax #: _____

E mail: _____

Bidders: The undersigned, having familiarized themselves with the conditions affecting the cost and scope of work, including Notice to Bidders, Specifications and plans, Instructions to Bidders, Bid Form(s), Non-Collusion Affidavit, Notice to Corporations and Partnerships, Statement of Ownership, Affirmative Action Affidavit and Regulations, Affidavit for Affirmative Action Plan, Affidavit for Minority Business Enterprise, Representations, Certifications and other Statements to Bidders, General Contractor & Subcontractor Qualification Questionnaires, Business Registration Certificate and Public Works Contractor Registration Act Certificate for the Contractor and for each Subcontractor to be used, and any Addenda as prepared by or on file at the Long Branch Housing Authority or their agent, hereby propose to furnish all labor, materials, equipment, permits and related items to complete all work for the below mentioned Bid Contract herewith for the sum of:

1) SEE SPECIFICATIONS DATED JANUARY 27 2025 ATTACHMENT No. 2 FOR BID AMOUNTS FOR VACANT UNIT TURNOVER SERVICES

Note: The contractor is responsible for visiting the location(s) prior to placement of bid. Failure to do so, will not waive the contractor of their responsibility. The bidder hereby acknowledges the receipt of the following addenda (if any), distributed by the Long Branch Housing Authority:

Addenda No. 1 _____ Addenda No. 2 _____ Addenda No. 3 _____ NO Addenda Issued _____

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

The contractor shall submit with their bid, the bid form, bid bond in the amount of ten percent (10%) of the combination of the base bid price plus the prices for all Add Alternates (if applicable), NJ Business registration certificate, Public Works Contractor Registration Act Certificate, Certificate of Employee Information Report, Sales Tax Certificate of Authority, and all other applicable certificates or requirements as noted on the Contractor & Subcontractor Qualifications and Licensing Requirements.

The contractor must include prices for the base bid and all alternates and unit prices (when requested), otherwise, the bid may be considered non-responsive.



The contractor is required to comply with and be able to meet the requirements of Article 13.3 Performance and Payment Bond of the General Conditions for the Lump Sum Bid Total, and a Consent of Surety must be included at the time the bid is submitted (see sample).

The contractor acknowledges and affirms that it has personal knowledge of, or has obtained and reviewed a copy of the valid prevailing wage rates (if any are required) for all trades involved in this project for the geographical location of the project, as issued by the Commissioner of the Department of Labor, Trenton, New Jersey 08625 (609) 292-2259.

If during the effective period of this contract, the contractor violates any of the provisions of this contract or fails to properly provide services required by this contract as judged by the Long Branch Housing Authority in its sole discretion, the Authority may, on (30) days written notice by required mail to the contractor, terminate this contract. (See also Termination Clauses in Contract)

Federal Tax ID or Social Security #

Signature of Bidder

Title



ATTACHMENT No. 2 -- page 1 of 3SUBMITTED BY: Master Build and DesignDATE: 02-11-2025**VACANT UNIT TURNOVER SERVICES BID FORM COST SHEET**

Service Area	Scope of Work	FAMILY SITES				SENIOR SITES		Notes
		1-BR	2-BR	3-BR	4-BR	1-BR	2-BR	
Deep Cleaning	Full unit cleaning: floors, appliances, windows, bathrooms, and fixtures	\$ <u>1,387.50</u>	\$ <u>1,650.00</u>	\$ <u>1,762.50</u>	\$ <u>2,077.50</u>	\$ <u>1,387.50</u>	\$ <u>1,650.00</u>	Includes trash removal, grease removal, and debris cleanup.
Surface Prep and Painting	Prep walls/ceilings (patching/plaster repair) and paint all surfaces	\$ <u>1,600.00</u>	\$ <u>1,920.00</u>	\$ <u>2,160.00</u>	\$ <u>2,280.00</u>	\$ <u>1,600.00</u>	\$ <u>1,920.00</u>	Includes baseboards, closets, and trim.
Flooring	Repair, replace, clean, and finish all flooring types (VCT, LVT, carpet)	\$ <u>2,170.00</u>	\$ <u>2,170.00</u>	\$ <u>2,945.00</u>	\$ <u>2,945.00</u>	\$ <u>2,170.00</u>	\$ <u>2,170.00</u>	Includes final buffing, waxing, and shampooing carpets.
Cabinetry and Countertops	Repair, clean, and install cabinets, countertops, and backslashes	\$ <u>680.00</u>	\$ <u>680.00</u>	\$ <u>780.00</u>	\$ <u>780.00</u>	\$ <u>680.00</u>	\$ <u>680.00</u>	Includes water-tight sealing and hardware repair/replacement.
Lighting and Fixtures	Replace/repair light fixtures, switches, outlets, and covers	\$ <u>350.00</u>	\$ <u>350.00</u>	\$ <u>400.00</u>	\$ <u>400.00</u>	\$ <u>350.00</u>	\$ <u>350.00</u>	Covers all areas of the unit.



ATTACHMENT No. 2 -- page 2 of 3SUBMITTED BY: Master Build and DesignDATE: 02-11-2025

Windows and Doors	Clean, repair, replace locks, thresholds, blinds, screens doors, and treatments	\$ <u>350.00</u>	\$ <u>350.00</u>	\$ <u>400.00</u>	\$ <u>400.00</u>	\$ <u>350.00</u>	\$ <u>350.00</u>	Includes weather seals and security doors.
Plumbing	Replace/repair faucets, toilets, sinks, showerheads, bathroom fixtures (towel bars, etc) and hookups	\$ <u>400.00</u>	\$ <u>400.00</u>	\$ <u>500.00</u>	\$ <u>500.00</u>	\$ <u>400.00</u>	\$ <u>400.00</u>	Includes kitchen, bathroom, and laundry plumbing. Chaulking.
HVAC	Clean, repair, and reinstall grills, filters, thermostats	\$ <u>500.00</u>	\$ <u>500.00</u>	\$ <u>800.00</u>	\$ <u>800.00</u>	\$ <u>500.00</u>	\$ <u>500.00</u>	Includes minor repairs and system checks.
Exterior and Common Areas	Yard cleanup, graffiti removal, and exterior repairs	\$ <u>150.00</u>	\$ <u>150.00</u>	\$ <u>175.00</u>	\$ <u>175.00</u>	\$ <u>150.00</u>	\$ <u>150.00</u>	Includes sheds, storage doors, and address numbers.
Minor Handyman Repairs	Misc. repairs	\$ <u>250.00</u>	\$ <u>250.00</u>	\$ <u>275.00</u>	\$ <u>275.00</u>	\$ <u>250.00</u>	\$ <u>250.00</u>	Repairing loose/damaged hinges, hardware, patching small holes, tightening loose screws, securing fixtures, etc.



ATTACHMENT No. 2 -- page 3 of 3SUBMITTED BY: Master Build and DesignDATE: 02-11-2025

*See section 18.0 - contractor must pick up unit keys within 48hrs to begin work the next day (the contractor has 14 days to complete the work from 48hrs after the Task Order (Unit SOW) is sent to them).

PER UNIT TOTAL PRICING

	FAMILY SITES				SENIOR SITES		Notes
	1-BR	2-BR	3-BR	4-BR	1-BR	2-BR	
PER UNIT TOTAL PRICING	\$ <u>7,837.50</u>	\$ <u>8,420.00</u>	\$ <u>10,197.50</u>	\$ <u>10,632.50</u>	\$ <u>7,837.50</u>	\$ <u>8,420.00</u>	Reflects all-inclusive turnover pricing. Firm fixed rate
Material Cost	<u>15</u> % above material Cost						All materials must be supplied by Contractor except appliances (also see SOW sec. 14.5)

****Provide a firm fixed rate for services not list in above service areas**

Service Description	Flat Rate per Unit	Notes
Major Wall/Ceiling Repairs (Plaster)**	\$ <u>3.50</u> sq. ft	If significant damage exceeds standard prep.
Major Wall/Ceiling Repairs (Drywall)**	\$ <u>2.50</u> sq. ft	
Appliance Replacement (Per Unit) *In the event LBHA does not have the appliances	\$ <u>1,125.00</u> Refrigerator \$ <u>915.00</u> Stove (gas) \$ <u>945.00</u> Stove (electric) \$ <u>1,023.00</u> Dishwasher \$ <u>350.00</u> Range Hood \$ <u>776.00</u> Air Conditioner	Specify cost for individual appliances and include installation.
Emergency Turnaround (48 hrs)**	\$ <u>10,197.50</u>	Faster than standard turnaround time.
Tub – remove and replace (each)	\$ <u>850.00</u>	
Sink vanity top (each)	\$ <u>175.00</u>	
Sink vanity base (each)	\$ <u>175.00</u>	
Sink replacement (each) senior sites	\$ <u>175.00</u>	
Toilet Removal and Replacement (each)	\$ <u>205.00</u>	
Tile Removal and Replacement (wall)	\$ <u>15.00</u> sq. ft.	Includes re-grouting
Tile Removal and Replacement (ceiling)	\$ <u>17.50</u> sq. ft.	
Tile Removal and Replacement (floor)	\$ <u>12.00</u> sq. ft.	
Rangehood - remove and replace (each)	\$ <u>150.00</u>	
VCT Tile -remove and replace	\$ <u>6.50</u> sq. ft.	Includes strip and seal
Electrician	\$ <u>95.00</u> per hour	Electrical work above minor repairs
Plumber	\$ <u>69.00</u> per hour	Plumbing work above minor repairs
Mason	\$ <u>55.00</u> per hour	Masonry above minor repairs
Plasterer	\$ <u>55.00</u> per hour	Plasterer work above minor repairs
General Handyman	\$ <u>25.00</u> per hour	



Acknowledgment of Receipt of Addenda

Please note that this Form should be returned with your bid regardless if an addenda has been issued or not. If no addenda has been issued, please mark “none” or “non-applicable” in the addenda number section and sign at the bottom.

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

ADDENDA NUMBER	DATE OF ADDENDA	DATE ADDENDA RECEIVED BY CONTRACTOR

☐ No addenda issued

Signed:_____Title:_____

Printed Name:_____Date:_____

Company:_____



CONTRACTOR & SUBCONTRACTOR QUALIFICATIONS & LICENSING REQUIREMENTS

Project: **VACANT UNIT TURNOVER SERVICES**

Please include a copy of your permit, certificate or license with your bid 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 bid, may be cause for disqualification. All certificates must be current.**

1. New Jersey State Business Registration Certificate, pursuant to P.L. 204, c.57.
2. Certificate of Employee Information Report, pursuant to NJAC 17:27-1.1 et seq.
3. Public Works Contractor Registration Certificate, pursuant to NJSA 34:11-56.48 et seq.
4. Sales Tax Certificate Of Authority, pursuant to NJSA 54:32B-1 et seq.
5. Certification and or Licensing of specialized trades

ALL LICENSES AND CERTIFICATES MUST BE MAINTANIED THROUGHOUT THE LIFE OF THE CONTRACT



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	



**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

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	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-						

or

Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 on page 3.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irb.

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.

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? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



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

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 322
TRENTON, NJ 08646-0322

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#: 970-007-382/500
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 01/01/01
FORM BR4C(08.01)

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

John S. Tully

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

THESE ARE SAMPLES
OF THE ONLY
ACCEPTABLE
BUSINESS
REGISTRATION
CERTIFICATES

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 POSSESS A
NEW JERSEY BUSINESS
REGISTRATION
CERTIFICATE
MAY BE CAUSE FOR
REJECTION OF YOUR
PROPOSAL OR BID
REGARDLESS OF THE
FACT THAT A COPY
MAY ALREADY BE ON
FILE WITH
THE LONG BRANCH
HOUSING AUTHORITY



AFFIDAVIT OF NON-DEFAULT

The undersigned, being duly sworn according 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 Long Branch 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 Long Branch Housing Authority who is prohibited or limited by law from contracting with LBHA.
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.



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.

Firm Name: _____

Name: _____

Title: _____

Signature: _____

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)



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 duly

(Title)

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 _____)
) ss
 County of _____)

Subscribed and sworn to before me, this _____ day of _____, 201_____

Notary Public Signature

My Commission Expires: _____, 201____

Notary Public Signature

(Affix Notary Public Seal)



STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-C
Name of Form:	STOCKHOLDER DISCLOSURE CERTIFICATION
Statutory Reference:	N.J.S.A. 52:25-24.2 (P.L. 1977, c.33)
Instructions Reference:	Statutory and Other Requirements VII-C
Description:	Meets statutory criteria for disclosure of bidder's ownership.

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. **Failure of the bidder to submit the required information is cause for automatic rejection of the bid.**



STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address



Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Long Branch Housing Authority** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Long Branch Housing Authority** to notify the **Long Branch Housing Authority** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Long Branch Housing Authority** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Page 2 of 2 Statement of Ownership Disclosure



NON-COLLUSION AFFIDAVIT

I, _____, of the City/Town of _____
(name of affiant) (name of municipality)

in the County of _____, and the State of _____

of full age, being duly sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
(title or position) (name of firm)

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

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

Company Name

*Signature

Title

Date

*FAILURE TO SIGN THIS AFFIDAVIT BY THE PRESIDENT, VICE PRESIDENT OR DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS PROPOSAL/ BID.

MUST BE NOTARIZED

State of _____)	
) ss	
County of _____)	
Subscribed and sworn to before me, this _____ day of _____, 201_____	
_____ Notary Public Signature	My Commission Expires: _____, 201_____
(Affix Notary Public Seal)	



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 _____ 2025 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 _____, 201_____

Notary Public Signature

My Commission Expires: _____, 201_____

(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 according to law on my oath depose and say that:

1. 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 Long Branch 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

State of _____)	
) ss	
County of _____)	
Subscribed and sworn to before me, this _____ day of _____, 201_____	
_____ Notary Public Signature	My Commission Expires: _____, 201_____
(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 County of Monmouth and Long Branch Housing Authority.

II. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;

OR

III. 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 Long Branch 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. 1975,C.127.



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 _____, 2025, 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 _____, 201_____	
_____ Notary Public Signature	My Commission Expires: _____, 201_____
(Affix Notary Public Seal)	



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 Long Branch 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 Long Branch 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.



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: _____

EXHIBIT A

LBHA - Vacant Unit Turnover Services 20250206



MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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, 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 Public Agency 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 public agency, after notification of award but prior to execution of a goods and 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 Div. 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**



AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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

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

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; OR

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

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____



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

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

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.



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

ALERT
FAILURE TO POSSESS A
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR BID



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



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.)



CONTRACT AMENDMENTS AND EXTENSIONS



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.)

IF UNABLE TO CERTIFY



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. 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.

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 Contracting Unit 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 Contracting Unit to notify the Contracting Unit 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 Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

BID FOR: VACANT UNIT TURNOVER SERVICES



MACBRIDE PRINCIPLES FORM

BIDDER'S REQUIREMENT: TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH MACBRIDE PRINCIPLES AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and 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.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

- ☐ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- ☐ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature: _____

Print Name: _____

Title: _____

Firm Name: _____

Date: _____



CONTENTS OF BID PACKAGE

#		NAME OF DOCUMENT
1		PUBLIC ADVERTISEMENT FOR INVITATION FOR BID (FROM THE RECORD JANUARY 27, 2025) MADE A PART OF SPECIFICATIONS
2	X	BID DOCUMENT SUBMISSION LIST (2 PAGES)
3		SPECIFICATIONS DATED JANUARY 2025 AS PREPARED BY THE LONG BRANCH HOUSING AUTHORITY
4	X	BID FORM (S)
5	X	AFFIDAVIT OF NON-DEFAULT
6	X	BIDDER'S AFFIDAVIT
7	X	STATEMENT OF OWNERSHIP DISCLOSURE
8	X	NON-COLLUSION AFFIDAVIT
9	X	AFFIDAVIT FOR AFFIRMATIVE ACTION PLAN
10		GENERAL CONTRACTOR AND SUBCONTRACTOR QUALIFICATION QUESTIONNAIRE (2 PAGE NARRATIVE INSTRUCTIONS)
11	X	GENERAL CONTRACTOR QUALIFICATION QUESTIONNAIRE (8 PAGE QUESTIONNAIRE)
12	X	SUB-CONTRACTOR QUALIFICATION QUESTIONNAIRE (8 PAGE QUESTIONNAIRE) ** FOR EACH SUB-CONTRACTOR TO BE USED
13	X	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS TO BIDDERS Form HUD 5369-A)
14	X	CERTIFICATE OF SURETY REQUIRED
15	X	AFFIRMATIVE ACTION AFFIDAVIT
16		INSTRUCTIONS TO BIDDERS FOR CONTRACTS FOR PUBLIC HOUSING PRORAMS (Form HUD 5369)
17		AFFIRMATIVE ACTION REGULATIONS
18	X	AFFIDAVIT FOR MINORITY BUSINESS ENTERPRISES
19		IMPORTANT NOTICES REGARDING BONDING REQUIREMENTS
20	X	INSURANCE REQUIREMENTS & ACKNOWLEDMENT FORM
21	X	STATEMENT OF COMPLIANCE
22	X	REFERENCES ATTACHMENT
23	X	CONTRACTOR & SUB-CONTRACTOR QUALIFICATIONS AND LICENSING REQUIREMENTS
24	X	NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (TO BE SUBMITTED BY CONTRACTOR AND EACH SUB-CONTRACTOR)
25		<i>MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE</i>
27	X	AFFIRMATIVE ACTION COMPLIANCE NOTICE
28	X	ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA
29	X	CONFLICT OF INTEREST & POLITICAL CONTRIBUTION DISCLOSURE FORM
30		AMERICANS WITH DISABILITIES ACT OF 1990
31	X	W-9 FORM (REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION)
32		MSDS SHEETS (IF APPLICABLE)
33	X	PROHIBITED RUSSIA-BELARUS ACTIVITES & IRAN INVESTMENT ACTIVITIES
		MACBRIDE PRINCIPLES FORM
34		INTENTIONALLY LEFT BLANK
35	X	HUD FORMS/STATE FORMS

Pre-Bid Opening: **10:00 a.m. on Thursday, January 30, 2025**

OPENING OF BIDS: **10:00 a.m. on Thursday, February 6, 2025**

BIDDERS PLEASE NOTE: ALL ITEMS PRECEDED BY AN "X" MUST BE RETURNED IN YOUR BID PACKAGE.
FAILURE TO INCLUDE ANY OF THESE ITEMS MAY DISQUALIFY YOU AS A BIDDER



BID FOR: VACANT UNIT TURNOVER SERVICES

BID DOCUMENT SUBMISSION CHECKLIST (page 1 of 2)

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)

	DOCUMENT NAME REQUIRED WITH SUBMISSION OF BID	INITIAL EACH ITEM SUBMITTED
X	STATEMENT OF OWNERSHIP DISCLOSURE, PURSUANT TO N.J.S.A. 52:24-25.2	
X	A CERTIFICATE FROM A SURETY COMPANY, PURSUANT TO N.J.S.A. 40A:11-22 AS TO A PERFORMANCE BOND AND LABOR AND MATERIAL LABOR BOND	
X	BID BOND	
X	A LISTING OF ALL SUB-CONTRACTORS AS REQUIRED BY N.J.S.A. 11-16, INCLUDING SUBCONTRACTOR QUALIFICATION QUESTIONNAIRE (8 PAGE) FOR EACH SUB-CONTRACTOR TO BE USED	
X	ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA (AS APPLICABLE) OF ANY NOTICE, REVISION OR ADDENDA TO AN ADVERTISEMENT, SPECIFICATION OR BID DOCUMENT	

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

	DOCUMENT NAME REQUIRED WITH SUBMISSION OF BID	INITIAL EACH ITEM SUBMITTED
X	BID FORM (S)	
X	NON-COLLUSION AFFIDAVIT	
X	AFFIDAVIT OF NON-DEFAULT	
X	AFFIRMATIVE ACTION AFFIDAVIT AND REGULATIONS	
X	AFFIDAVIT FOR AFFIRMATIVE ACTION PLAN	
X	AFFIDAVIT FOR MINORITY BUSINESS ENTERPRISE	
X	GENERAL CONTRACTOR QUALIFICATION QUESTIONNAIRE, INCLUDING CERTIFIED CURRENT FINANCIAL STATEMENT	
X	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS TO BIDDERS	
X	BIDDER'S AFFIDAVIT	
X	INSURANCE REQUIREMENTS & ACKNOWLEDGMENT FORM	
X	REFERENCES ATTACHMENT	
X	CONTRACTOR & SUB-CONTRACTOR QUALIFICATIONS, LICENSING REQUIREMENTS,	
X	BUSINESS REGISTRATE CERTIFICATE, PURSUANT TO P.L. 2004, c57. (MUST BE SUBMITTED FOR THE CONTRACTOR AND EACH SUB-CONTRACTOR TO BE USED)	
X	CONFLICT OF INTEREST QUESTIONNAIRE	
X	W-9 FORM (REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION)	
	STATEMENT OF COMPLIANCE	
X	Prohibited Russia-Belarus Activities & Iran Investment Activities	
X	AFFIRMATIVE ACTION COMPLIANCE NOTICE	
X	AA201	
X	AA202	
X	AA302	
X	HUD FORMS	



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

BID DOCUMENT SUBMISSION CHECKLIST (page 2 of 2)

C. NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

PRINT NAME & TITLE: _____

DATE: _____





STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FORM AA-201

Revised 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Assignment

Code

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER		2. CONTRACTOR ID NUMBER		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDDING CONTRACT Name: Address:									
3. NAME AND ADDRESS OF PRIME CONTRACTOR (Name) (Street Address) (City) (State) (Zip Code)						CONTRACT NUMBER				DATE OF AWARD		DOLLAR AMOUNT OF AWARD	
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []						6. NAME AND ADDRESS OF PROJECT Name: Address:				7. PROJECT NUMBER			
9. TRADE OR CRAFT						COUNTY				8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input checked="" type="checkbox"/>			
		PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE		PROJECTED COMPLETION DATE	
		MALE		FEMALE		MALE		FEMALE					
		J	AP	J	AP	J	AP	J	AP				
1. ASBESTOS WORKER													
2. BRICKLAYER OR MASON													
3. CARPENTER													
4. ELECTRICIAN													
5. GLAZIER													
6. HVAC MECHANIC													
7. IRONWORKER													
8. OPERATING ENGINEER													
9. PAINTER													
10. PLUMBER													
11. ROOFER													
12. SHEET METAL WORKER													
13. SPRINKLER FITTER													
14. STEAMFITTER													
15. SURVEYOR													
16. TILER													
17. TRUCK DRIVER													
18. LABORER													
19. OTHER													
20. OTHER													

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name)

(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)

State Of New Jersey
*Department of Labor & Workforce Development
Construction EEO Compliance Monitoring Program*

MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa202ins.pdf		3. F ID or SS Number	
1. Name and address of Prime Contractor		2. Contractor ID Number	
		4. Reporting Period	
(NAME)		5. Public Agency Awarding Contract	
		Date of Award	
(ADDRESS)		6. Name and Location of Project	
		County	
		7. Project ID Number	
(CITY)		(STATE)	
		(ZIP CODE)	

8. CONTRACTOR NAME (LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)	9. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT	CLASSI- FICATION (SEE REVERSE)	11. NUMBER OF EMPLOYEES						12. TOTAL NO. OF MIN. EMP.	13. WORK HOURS TOTAL WORK HOURS	14. % OF WORK HRS		15. CUM. WORK HRS TOTAL WORK HOURS	16. CUM. % OF W/H		A. % OF MIN. W/H	B. % OF FEM. W/H
				A.	B.	C.	D.	E.	F.			A.	B.		A.	B.		
				TOTAL	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	FEMALES			MIN. W/H	FEMALE W/H		MIN. HOURS	FEMALE HOURS		
			J															
			AP															
			J															
			AP															
			J															
			AP															
			J															
			AP															
			J															
			AP															

17. COMPLETED BY (PRINT OR TYPE)

(NAME)	(SIGNATURE)	(TITLE)
(AREA CODE)	(TELEPHONE NUMBER)	(EXT.)
		(DATE)

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

Office of Public and Indian Housing

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

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

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

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

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

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

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

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies 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 hereby certify that 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.

5. Bidder's Certification of Eligibility

(a) 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 in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) 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.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors

Non-Construction Contract

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

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

**CONTRACT BETWEEN THE HOUSING AUTHORITY OF
THE CITY OF LONG BRANCH FOR VACANT UNIT
TURNOVER SERVICES AND CONTRACTOR**

INTRODUCTION

This Contract by and between the Long Branch Housing Authority (hereinafter "Authority") and _____ (hereinafter "Contractor") is hereby entered into this _____ day of _____, 2025.

Services pursuant to this Contract shall begin on _____, 2025 and shall end _____, 2026 ("Initial Term") unless otherwise extended, modified, terminated, or renewed by the parties as provided for within this Contract. The Authority reserves the right to extend this Contract for one (1) additional one-year terms. In the event the Authority desires to extend the Contract it shall give written notice to the Contractor of its intent to extend the term which notice shall be given prior to the expiration of the initial term or each subsequent additional one year term. The Initial Term and four additional one-year terms shall be collectively referred to herein as the "term". Unless otherwise detailed herein, all references to "days" shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday or legal holiday, then the period of time shall be automatically extended to include the next work day). Also, whenever the term "herein" is referred to, such refers to this contract form, the appendices, and all listed attachments.

1.0 Services and Payment:

1.1 Scope of Services: The services provided pursuant to this contract generally consist of those services as described herein and within the Appendices. These services shall include those listed in the LBHA's Request For Bid (Hereinafter "RFB") Authority's RFB Number 20250206 (hereinafter "RFB").

1.1.1 Note that the Authority does not guarantee any minimum or maximum amount of work; rather, this contract is a Requirements Contract, in that the Authority shall retain the right to order from the Contractor any amount of services that the Authority requires.

1.1.2 Unless this contract has been modified or amended by the Authority, Contractor shall not invoice the Authority in excess of the Not-To-Exceed dollar amount shown herein.

1.2 Performance Specifications:

1.2.1 Company Standards: The Contractor shall perform in good faith in accordance with the proposed services found in the Contractor's Proposal and the RFB documents.

1.3 Personnel Standards:



1.3.1 Services shall be performed by personnel who are trained and otherwise qualified to perform tasks assigned.

1.3.2 Contractor shall use all reasonable care, consistent with his right to manage and control his/her operation not to employ any persons or use any labor, or use or have any equipment or permit any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes, or controversies at the owner's place of business or which interfere or are likely to interfere with the operations of business.

1.4 **Supervision:** Contractor shall furnish the necessary qualified supervision to oversee all of Contractor's operations performed in conjunction with this Contract.

1.5 **Equipment:** Contractor shall furnish all equipment necessary to perform the services in accordance with these specifications, and warrants that all equipment will be of such type and condition as to cause no hazard or danger.

1.6 **Property Damages:** Contractor shall be responsible for any damages to Housing Authority property, damaged as a result of the actions of the Contractor, his/her employees and/or equipment. All repairs of damages shall be at the Contractor's expense.

1.7 **Cost/Value of Services:**

1.7.1 **Schedule of Fees:** The Contractor's billing rates shall be the same as set forth in Appendix No. 4 attached hereto.

1.7.1.1 **Contract Value:** The Authority shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, a Not to Exceed (NTE) amount during the term, the sum of:

\$ _____ Dollars

This amount may be amended by the Authority only if the Authority determines it is in its best interest to do so, and then only in advance of requesting services that would cause the Authority to exceed the NTE amount. The NTE amount is budgetary; therefore Contractor hereby agrees to abide by the NTE limit and further agrees that there will be non-payment for services invoiced beyond the NTE figure shown.

1.8 **Billing Method:**



- 1.8.1 To receive payment for services rendered pursuant to this contract the Contractor shall submit fully completed invoices for work performed to:

**Housing Authority of the City Long Branch
Attn: Accounts Payable Dept.
2 Hope Lane Long Branch, N.J. 07740**

- 1.8.2 At a minimum, the invoice shall detail the following information:

- 1.8.2.1 Contractor's unique invoice number;
- 1.8.2.2 Contractor's name, address and telephone number;
- 1.8.2.3 Date of invoice and/or billing period;
- 1.8.2.4 The applicable Authority Contract Number as shown at the top of this document; purchase order or work order number
- 1.8.2.5 Brief description of services rendered, including applicable time frame, total hours being billed for each service at each detailed site, and at the approved rate (may be submitted in the form of a report);
- 1.8.2.6 Total dollar amount being billed to reflect the rates submitted by Contractor, per Appendix 4.

- 1.8.3 The Authority will pay each such properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.

2.0 CONTRACTOR'S OBLIGATIONS: In addition to the specific services detailed herein that the Contractor is required to provide, the Contractor shall also be responsible for the following:

- 2.1 **Time Performance:** The delivery of services furnished under this agreement shall begin upon the date stipulated at the top of this agreement. The Contractor will complete each assignment in a timely manner as directed by the Authority Director of Maintenance.

- 2.1.1 Contractor: The Contractor(s) shall be obligated to pay the Authority five (5) % of the total cost of the unit turnover for each day that the Contractor(s) fails to Complete services within the fourteen (14) calendar days' and 48hrs after task/work order is issued to contractor for unit turnover work unless conditions beyond the control of the Contractor(s) exist and mutual agreement with the director of maintenance has been obtained prior to the completion date for the unit. Any waivers are limited to the specific unit and do not affect other unit assignments. Reasonable cause for an extension may include but is not limited to non-availability of specific materials, parts, or equipment necessary for completion; or nonperformance of third parties on identified third party work

- 2.2 **Supervision and Oversight:** The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel that are assigned to the Authority properties pursuant to this contract.



- 2.3 Qualified Personnel:** The Contractor shall assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this contract, the term “qualified personnel” shall mean those personnel that have been investigated, tested and trained in the manner described within this

Contract and, as proposed by the Contractor within its proposal or as provided by the Contractor during the Contractor’s normal conduct of business.

- 2.4 Compliance with Federal and State Laws:** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances, whether now or hereafter adopted.

- 2.5 Indemnification:** The Contractor agrees to fully indemnify, defend and save harmless Authority, including its governing board, attorneys, officers and employees of Authority herein collectively referred to as Authority, against any and all loss, damage, liability, claim, demand, litigation and expense, including reasonable attorney’s fees and litigation costs, resulting from injury or harm to any person, property or deposit arising out of Contractor’s business and operations.

- 2.6 Insurance Requirements:** The Contractor shall maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of or failure to perform the work hereunder by the Contractor, its agents, representatives, employees or sub-Contractor (Indemnification and defense applies only to the extent that such bodily injury or property damage was caused by the negligence of the Contractor, or its subordinate, and not to the extent caused by others. These coverage limits may be obtained by individual policies or by combining primary and umbrella policies)

- 2.6.1 Verification of Coverage:** Within 14 days of signing this contract, the Contractor shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Authority in sufficient time before this Contract commences to permit Contractor to remedy any deficiencies. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Failure to maintain the above-referenced insurance coverage, including naming the Authority as an additional insured (where appropriate) during the term(s) of this contract, shall constitute a material breach thereof.



2.6.2 Insurance certificates shall be delivered to:

**Housing Authority of the City Long Branch
Attn: Procurement Department
2 Hope Lane Long Branch, N.J. 07740**

2.7 Licensing: The Contractor shall also provide to the Authority copies of any required current City, State and/or Federal licenses. Failure to maintain these licenses in a current status during the term(s) of this contract shall constitute a material breach thereof. The Contractor agrees to promptly disclose to the Authority when it does not possess all requisite licenses to perform the services required by this Contract.

2.8 Financial Viability and Regulatory Compliance:

2.8.1 The Contractor warrants and represents that its entity status is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this Contract. The Contractor further warrants and represents that it owes no outstanding federal, state or local taxes or business assessments.

2.8.2 The Contractor agrees to promptly disclose to the Authority any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the Authority within five (5) days of notification will constitute a material breach of this contract.

2.8.3 The Contractor further agrees to promptly disclose to the Authority any change of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of its ownership and/or its declaration of bankruptcy within five (5) days of said actions shall constitute a material breach of this contract.

2.8.4 All disclosures made pursuant to this section of the Contract shall be made in writing and submitted to Authority within the prescribed time periods.

3.0 Assignment of Contract: This contract shall not be assigned or transferred by either party without the written consent of the other party. This agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this agreement.

4.0 Modification: This contract shall not be modified, revised, amended or extended except by written addendum, executed by both parties.



5.0 Severability: The invalidity of any provision of this contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.

6.0 Applicable Laws:

6.1 Compliance with Federal and State Laws: All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances, whether now or hereafter adopted. Contractor shall specifically comply to the LBHA Procurement Policy, HUD (24 CFR 85:36; 2 CFR Part 200; HUD Handbook 7460.8 Rev-2) and New Jersey Laws and regulations for procurement, including the Local Public Contracts Law (N.J.S.A 40A:11-1 et. seq.) and it's regulations (N.J.A.C 5:34-1 et. Seq.).

6.2 Jurisdiction of Law: The laws of the State of New Jersey shall govern the validity, construction and effect of this contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Monmouth County, New Jersey is the appropriate forum for any action relating to this contract. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by such prevailing party. This Contract may be signed in counterparts.

7.0 Notices and Reports:

7.1 All notices and/or reports submitted to the Authority by the Contractor pursuant to this contract shall be in writing and delivered to the attention of:

**Administration
Housing Authority of the City Long Branch
Attn: Procurement Department
2 Hope Lane Long Branch, N.J. 07740**

Or delivered in person at: **2 Hope Lane Long Branch, N.J. 07740**

7.2 All notices submitted to the Contractor pursuant to this contract shall be in writing and mailed to the attention of:



**Procurement Department
2 Hope Lane
Long Branch, N.J. 07740**

or, if appropriate, shall be emailed to: atoy@lbhousing.org

8.0 Pursuant to this 2 CFR 200.317 - 200.326, *Procurement Standards*: as issued by the Office of the Secretary, HUD, the Authority and Contractor each agree to comply with the following provisions and agree to the following clauses, whether actually inserted or by reference, below:

8.1 Remedies for Contractor Breach: Pertaining to contract-related issues, it is the responsibility of both the Authority and the Contractor to communicate with each other clearly and thoroughly. Each party is responsible for communicating dissatisfaction of any issues surrounding the contract. Dissatisfaction by either party should be communicated in writing, fully detailing the issue and requested corrective action (the Authority has the right to issue unilateral addendums to this contract; the Contractor does not have this right). Within ten (10) days the party receiving the written notice of dissatisfaction shall respond in writing to the other party. However, If Authority is the dissatisfied party; it may request the Contractor to respond in less than ten (10) days.

8.1.1 Procedures regarding Contractor performance issues: If the Contractor is in material breach of the contract, the Authority may promptly invoke the termination clause, pursuant to Section 8.2.

8.1.2 Prior to termination, the Authority may choose to warn the Contractor, verbally or in writing, of any issue of non-compliance or unsatisfactory performance. Such written warning may include placing the Contractor on probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. The Authority shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor shall have ten (10) days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Authority's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Authority's alleged incorrect action(s).

8.1.3 After termination, if the Contractor does not agree with the Authority Authority's justification for the termination, the Contractor shall have ten (10) days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Authority's position on the issue. The



written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Authority's alleged incorrect action(s).

- 8.1.4 The response to any protest under this section shall be conducted in accordance with the Procurement Policy of the Authority, as now or hereafter stated at the time of protest.
- 8.1.5 All rights and remedies granted to Authority herein and any other rights and remedies which Authority may have at law and in equity are hereby declared to be cumulative and not exclusive. The fact that Authority may have exercised any remedy without terminating this contract shall not impair Authority's rights thereafter to terminate or to exercise any other remedy herein granted, or to which Authority may be otherwise entitled.

8.2 Termination for Cause and Convenience: The Authority may terminate this contract in whole, or from time to time in part, for the Authority's convenience or the failure of the Contractor to fulfill the contract obligations (default). The Authority shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver within ten (10) days to the Authority all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.

- 8.2.1 If the termination is for the convenience of the Authority, the Authority shall be liable only for payment for services rendered before the effective date of the termination.
- 8.2.2 If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the Authority may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the Authority, any work as described in the Scope of Services above or the Appendices attached hereto, and compensation be determined in accordance with the "Changes" clause; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed the Authority by the Contractor.
- 8.2.3 If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA,



and the Contractor shall be entitled to payment as described in paragraph (8.2.1) above.

- 8.2.4 As described within HUD Procurement Handbook 7460.8 REV 2, contracts may be terminated for convenience when the Housing Authority no longer needs or desires the supplies or services under contract or can no longer fund the procurement. This Contract is contingent on the availability of funds and is pending approval of demolition/disposition applications by and from HUD and future HUD approval that is or may become required.
- 8.3 **Reporting:** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.
- 8.4 **Patent Rights:** Both parties hereby agree to comply with HUD Bulletins pertaining to the Notice of Assistance Regarding Patent and Copyright Infringement.
- 8.5 **Copyrights/Rights in Data:** The Authority has unlimited rights to any and all data, including any work product and computer software, developed by the Contractor in the performance of the contract.
- 8.6 **Access to Records:** Both parties hereby agree that the Contractor will make available to the Authority, HUD, the Comptroller General of the United States, or any of their duly authorized representatives (including retained Contractors), any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions within thirty (30) days upon request.
- 8.7 **Record Retention:** The Contractor further agrees that he/she shall retain all such records pertaining to this contract for a period of not less than 3 years after final payment, the completion of any services provided pursuant to this contract, or after all pending matters are closed.
- 8.8 **Clean Air Act:** For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 8.9 **Energy Policy and Conservation Act:** Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 8.10 **Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968:** Contractor shall, to the greatest extent feasible, provide



opportunities for training and employment for lower income residents of the development area and to award subcontracts for work in connection with the project to business concerns which are located in, or owned in substantial part by persons residing the area of development, as described in 24 CFR 135.

9.0 Contract Documents and Attachments:

9.1 The versions of the following noted documents, current at the time of contract signing, are part of this contract in accordance with Federal law:

- 9.1.1 **Appendix No. 1:** Contracts and Attachments checklist
- 9.1.2 **Appendix No. 2:** Form HUD-5369-B, *HUD General conditions for non-construction*;
- 9.1.3 **Appendix No. 3** Form HUD-5370-C, *General Conditions for Non-Construction Contracts, Section I*;
- 9.1.4 **Appendix No. 4:** Form HUD-5369C, Representations and Certifications of Offerors;
- 9.1.5 **Appendix No. 5:** Form HUD-50070, Certification of Drug Free Workplace;
- 9.1.6 **Appendix No. 6:** Form HUD-2992, Certification Regarding Debarment and Suspension;
- 9.1.7 **Appendix No. 7:** Form HUD-50071, Certification of Payments to Influence Federal Transactions;
- 9.1.8 **Appendix No. 8:** Form HUD-5369A, HUD Required Representations, Certifications, and other Statements
- 9.1.9 **Appendix No. 9:** NJ Non-Collusion affidavit
- 9.1.10 **Appendix No. 10:** NJ Business Entity Disclosure Certification
- 9.1.11 **Appendix No. 11:** NJ State Disclosure re lobbying
- 9.1.12 **Appendix No. 12:** NJ Good Standing Certificate
- 9.1.13 **Appendix No. 13:** Ownership Disclosure Form
- 9.1.14 **Appendix No. 14:** Disclosure of Investment in Iran Form
- 9.1.15 **Appendix No. 16:** Contractor's response to LBHA's Request For Quotes, Bid or Request for Proposal; Authority Scope of Work/Services, including any Appendices issued thereto



9.2 Please note that in the case of any discrepancy between this contract and any of the above noted documents, the requirement(s) listed within the federal HUD documents shall take first precedence, then the body of this contract shall take next precedence, then the requirement(s) listed within each Appendix shall take precedence in the order they are listed above (i.e. the requirement(s) listed the lower listed item may not overrule any requirement(s) within a higher listed item).

9.3 Any document referenced herein that has not been attached is contained herein by reference, and a copy of each such document will be delivered by the Authority to the Contractor within ten (10) days upon receipt of a written request for such.

10.0 **CERTIFICATIONS:** The undersigned representatives of each party acknowledge by signature below that they have reviewed the foregoing and understand their respective obligations as defined herein:

LONG BRANCH GENERAL SERVICES (as to procurement process only):

By: _____ Date: _____

PROCUREMENT

LONG BRANCH CONTRACT APPROVAL AUTHORITY:

By: _____ Date: _____

EXECUTIVE DIRECTOR

CONTRACTOR:

By: _____ Date: _____

TITLE

