###### SPECIFICATIONS FOR

**DWELLING UNIT RENOVATIONS / TURNOVER**

Housing Authority of the City of South Amboy

250 South Broadway

South Amboy, NJ 08879

Attention: Mr. Larry Stratton, Director of Operations

Telephone #732-721-1831

Fax #732-721-0377

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**INVITATION TO BID**

**HOUSING AUTHORITY OF THE CITY OF SOUTH AMBOY**

###### 250 South Broadway

###### South Amboy, New Jersey 08879

The Housing Authority of the City of South Amboy is receiving bids for **DWELLING UNITS RENOVATIONS/TURNOVER.**

The Housing Authority of the Borough of South Amboy (the “Owner”) will receive sealed bids for this work.

**The bid opening will be held at 11:00 A.M. (Prevailing Time) on Thursday, June 10, 2021 at 250 South Broadway, South Amboy, New Jersey 08879**, at which time bids will be opened and publicly read. LATE BIDS WILL NOT BE ACCEPTED. PHOTOCOPIES OR FACSIMILES OF THE BID DOCUMENTS WILL NOT BE ACCEPTED IN LIEU OF THE BID MATERIALS. BIDS DETERMINED BY THE OWNER TO BE LATE WILL BE RETURNED TO THE BIDDER, UNOPENED.

Bids for the contract must be on the forms provided in Bid Materials and must be completed in the manner designated therein. The bidder shall not change the wording of or any wording to the bid form. Unauthorized conditions, limitations, or provisions attached to a bid will be cause for rejection of that bid. If alterations by erasure or interlineation are made for any reason, the bidder must explain over such erasure or interlineation, with a signed statement from the bidder.

Bids must be enclosed in sealed envelopes bearing the name and address of the bidder and must be delivered to the **Housing Authority of the City of South Amboy, South Amboy, New Jersey 08879**, properly marked bearing the name of the project, prior to the **11:00 A.M.** deadline.

It is the bidder’s responsibility to see that bids are presented to the Housing Authority of the Borough of South Amboy on the hour and at the place designated. Bids may be hand delivered or mailed; however, the Owner disclaims any responsibility for bids forwarded by regular or express mail or common carrier.

Commencing on **Thursday, May 20, 2021**, all bid documents must be obtained directly between 9:00 a.m. and 3:00 p.m. Monday through Thursday, excluding holidays. Bids can also be obtained from our website at southamboyhousing.com

All technical questions, comments, and inquiries should be directed to Larry Stratton at 732-721-1831.

This Invitation for Bid and the contract awarded to it comply with the fair and open process, established and further defined by N.J.S.A. 19:44A-20.7. Consequently, the provisions of N.J.S.A. 19:44A-20.5 and

N.J.S.A. 19:44A-20.26, as to campaign contributions, do not apply to the Invitation to Bid and the contract to be awarded hereunder.

All Bidders are hereby notified that compliance with the most recently published and applicable Davis- Bacon Wage Requirements will be required in the performance of any contract awarded. All Bidders are hereby notified that compliance with the New Jersey Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48, et seq., will be required at the time of bid submission. All Bidders are hereby notified that compliance with the business registration provisions of P.L. 2004, c.57 will be required at time of contract execution. All Bidders, including corporations, limited liability companies, partnerships, and sole proprietorships, must submit a Statement of Ownership. During the performance of this Contract, the contractor agrees to comply with P.L. 1975, c. 127 (N.J.A.C. 17:27), “Law Against Discrimination”, current regulations. The successful bidder will be required to obtain a Performance Bond for the full amount of the Contract and a Maintenance Bond for a percentage of the construction cost as defined in the specifications, both from a New Jersey Licensed Surety Company which is listed in the most recently published U.S. Treasury Circular No. 570.

The Owner reserves the right to reject any or all bids, waive any identified informalities or technicalities in the bidding, sever or make awards of all or parts of any bids to one of more responsible bidders if it is in the best interest of the Owner to do so. The Owner also 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. No bid shall be withdrawn for a period of sixty (60) days subsequent to the bid opening without the consent of the Owner.

Mark Noble, Executive Director

 Housing Authority of the City of South Amboy

#### HOUSING AUTHORITY OF THE CITY OF SOUTH AMBOY

####  DWELLING UNIT IMPROVEMENTS

**BID DOCUMENT SUBMISSION CHECKLIST**

### PLEASE SUBMIT ONE ORIGINAL, TWO PAPER COPIES & ONE PDF COPY OF BID DOCUMENTS

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

Initial Each Item as Submitted with Bid (Bidder’s Initials)

Statement of Ownership, pursuant to N.J.S.A. 52:25-24.2 (must be

signed and notarized)

Subcontractor Certificate, pursuant to N.J.S.A. 40A:11-16

State of New Jersey Department of Labor Public Works Contractor

Registration Act Certificate, pursuant to N.J.S.A. 34-11-56.48

If applicable, Acknowledgement of Receipt of Any Notice of

Revisions or Addenda to the Bid Documents

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

Initial Each Item as Submitted with Bid (Bidder’s Initials)

Bid Document Submission Checklist

Bid Form

Unit Prices form

Business Registration Certificate or Certificate and Registration for Individuals, pursuant to N.J.S.A. 40A:11-16 and 52:32-44 for both the Bidder and all Subcontractors required to be listed in this Bid, as referenced above

Non-Collusion Affidavit (Must be Signed and Notarized)

Bidder’s Affidavit (Must be Signed and Notarized)

Qualification Questionnaire (Must be Signed and Notarized)

Statement of Compliance

Affirmative Action Affidavit (Must be Signed and Notarized)

Site Inspection Affidavit (Must be Signed and Notarized)

Voluntary Act and Deed Acknowledgement Affidavit (Must be Signed and Notarized)

Certification Regarding Debarment and Suspension (HUD 2992)

Equal Opportunity Certification (HUD 92010)

##### SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

**Name of Bidder**:

##### By Authorized Representative:

**Signature:**

##### Printed Name and Title:

 **Date:**

**HOUSING AUTHORITY OF THE CITY OF SOUTH AMBOY**

 **DWELLING UNIT RENOVATIONS / TURNOVER**

**BID FORM**

BIDDER’S NAME:

ADDRESS:

TELEPHONE NO.:

FACSIMILE NO.:

E-MAIL ADDRESS:

TO: HOUSING AUTHORITY OF THE CITY OF SOUTH AMBOY

(the “AUTHORITY” and/or the “OWNER”)

ADDRESS: 250 South Broadway

 South Amboy, New Jersey 08879

TELEPHONE NO.: 732-721-1831

ATTENTION: Mr. Larry Stratton, Director of Operations

Pursuant to and in accordance with your Invitation to Bid for work described above and in accordance with the Instructions for Bidders relating thereto, the undersigned hereby agrees to furnish all plant, labor, materials, supplies, equipment, and other facilities necessary or proper for, or incidental to, or as required for the above project,

TOTAL LUMP SUM SINGLE CONTRACT BID: DWELLING UNITS IMPROVEMENTS

For the sum of:

(Written Amount)

 dollars $ .

(Numerals)

#### HOUSING AUTHORITY OF THE CITY OF SOUTH AMBOY DWELLING UNIT IMPROVEMENTS / TURNOVER

**UNIT PRICES FORM**

BIDDER’S NAME:

ADDRESS:

TELEPHONE NO.:

FACSIMILE NO.:

E-MAIL ADDRESS:

TO: HOUSING AUTHORITY OF THE CITY OF SOUTH AMBOY

(the “AUTHORITY” and/or the “OWNER”)

ADDRESS: 250 South Broadway

 South Amboy, New Jersey 08879

TELEPHONE NO.: 732-721-1831

ATTENTION: Mr. Larry Stratton, Director of Operations

1. **UNIT PRICES**

In addition to the Base Bid, the bidder shall provide unit prices (including labor, material, equipment, overhead and profit) for the following items:

* 1. Installation of resilient tile flooring $ / Square Foot
	2. Plaster patching and repair $ / Square Foot
	3. Gypsum board patching and repair $ / Square Foott
	4. Removal and replacement of $ / Each radiator thermostat
	+ Mold remediation $ / Square Foot
	1. Remove vinyl flooring $ / Square Foot
	2. Installation of new wood room door

(2’-6” x 6’-8”), including hardware. $ / Each

G Replacement of bathroom lavatory with vanity base $ / Each and solid surface

top (24” wide).

|  |  |  |
| --- | --- | --- |
| H. | Removal and replacement of lavatory faucet. | $ / Each |
|  |  |  |
| I. | Removal and replacement of duplex receptacle. | $ / Each |
| J. | Removal and replacement of light switch. | $ /Each |
| K. | Replacement of smoke detector. | $ / Each |
| L. | Removal and replacement of smoke / carbon monoxide detectors | $ / Each |
| O. | Removal and replacement of kitchen countertops | $ / Linear Foot |
| M. | Removal and replacement of kitchen cabinets |  |
|  | a. Base cabinets (not including counter tops) | $ / Linear Foot |
|  | b. Wall cabinets | $ / Linear Foot |

Submitted by:

Legal Name of Bidder

Signed by: Title:

Attest: Title:

Date:

**HOUSING AUTHORITY OF THE BOROUGH OF SOUTH AMBOY**

**DWELLING UNIT RENOVATIONS / TURNOVER**

**SCOPE OF WORK**

The work proposed by the Authority is designated unit renovations and turnover. Bidders will be required to perform all labor to renovate the designated units as agreed to in advance by the Authority and Contractor.

All work will include but not limited to replacement of the following:

1. Flooring
2. Bathroom and Kitchen Fixtures
3. Painting and Spackling of all Walls
4. Door Replacement
5. Mold Removal

**ACKNOWLEDGEMENT OF RECEIPT OF ANY NOTICE OF REVISIONS OR ADDENDA TO THE BID DOCUMENTS**

**HOUSING AUTHORITY OF THE CITY OF SOUTH AMBOY**

##### (Name of Construction Project) (Project or Bid Number)

In accordance with N.J.S.A. 40A:11-23.1(a), the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges that the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the Housing Authority of the Borough of South Amboy’s record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid. Moreover, you must provide the following information when submitting the bid. Failure to do so shall render a bidder’s bid proposal unresponsive, and shall constitute a fatal defect that cannot be cured by a governing body, and shall cause the bid to be rejected without opportunity to cure the defect.

##### Title of Addendum/Revision How Received Date Received

(Mail, Fax, Pick-up, etc.)

##### Acknowledgement by Bidder:

Name of Bidder:

By Authorized Representative:

Signature: Printed Name and Title: Date:

**BIDDER’S STATEMENT OF OWNERSHIP**

In accordance with N.J.S.A. 52:25-24.2, provide the following information when submitting the bid. Failure to do so shall render a bidder’s bid proposal unresponsive, and shall constitute a fatal defect that cannot be cured by a governing body, and shall cause the bid to be rejected without opportunity to cure the defect.

PART I – If the bidder is a Corporation:

Name of Corporation

State of Incorporation

Date of Incorporation

For those individuals\* who own 10 percent or more of any class of its stock: NAMES ADDRESS

PART II – If the bidder is a Partnership:

Name of Partnership

County in which Certificate of Tradename is filed

For those individuals\* who own 10 percent or more of the interest in the Partnership: NAMES ADDRESS

PART III – If the bidder is a Limited Liability Company:

Name of Limited Liability Company

State of Formation

For those individuals\* who own 10 percent or more of the interest in the Limited Liability Company: NAMES ADDRESS

PART IV – If the bidder is a Sole Proprietorship:

 , hereby certifies that I am the sole owner of

 , the bidder herein.

Signature of person who completed Part I, II or III above

\* If any of the “individuals” listed above is a Corporation, Partnership, or Limited Liability Company, a separate sheet should be attached giving the same information requested above for each such Corporation, Partnership, or Limited Liability Company. Similarly, if any additional entity is a Corporation, Partnership, or Limited Liability Company, information must be provided to the level of ownership required to document ultimate ownership in persons (not Corporations, Partnerships, or Limited Liability Companies).

**SUBCONTRACTOR CERTIFICATE**

In accordance with N.J.S.A. 40A:11-16, provide the following documentation and/or information when submitting the bid. Failure to do so shall render a bidder’s bid proposal unresponsive, and shall constitute a fatal defect that cannot be cured by a governing body, and shall cause the bid to be rejected without opportunity to cure the defect.

The Bidder says as follows:

1. I am (a partner or officer of the firm of, etc.) of the party making the foregoing proposal or bid;
2. In preparing the foregoing bid, the Bidder solicited and received price quotes for the subcontracted work, set forth below;
3. The Bidder has provided true copies of the New Jersey Department of Labor Public Works Contractor Certificates for each of the below listed subcontractors with the foregoing bid;
4. The Bidder shall provide true copies of the New Jersey Business Registration Certificates for each of the below listed subcontractors at the time of execution of contract; and
5. If awarded a contract for this project, the Bidder shall award a contract to each of the below listed subcontractors.
6. PLUMBING, GAS FITTING, AND ALL KINDRED WORK

Name of Subcontractor: \_ Address: Telephone No.: Facsimile:

N. J. License No. (if applicable): Name of Licensee (if applicable):

N.J. Public Works Contractor Certificate No.

N.J. Business Registration Certificate No. (if available) Scope of work for which price quote was submited

Name of Subcontractor: \_ Address:

Telephone No.: Facsimile:

N. J. License No. (if applicable): Name of Licensee (if applicable):

N.J. Public Works Contractor Certificate No.

N.J. Business Registration Certificate No. (if available) Scope of work for which price quote was submitted:

1. ELECTRICAL WORK

Name of Subcontractor: \_ Address: Telephone No.: Facsimile:

N. J. License No. (if applicable): Name of Licensee (if applicable):

N.J. Public Works Contractor Certificate No.

N.J. Business Registration Certificate No. (if available) Scope of work for which price quote was submitted:

**Name of Bidder**:

**By Authorized Representative:**

##### Signature:

**Printed Name and Title:**

##### Date:

### Equal EmploymentU.S. Department of Housing and Urban Development

**Department of Veterans Affairs**

### Opportunity Certification

Excerpt From 41 CFR §60-1.4(b)

Office of Housing OMB Control No. 2502-0029 Federal Housing Commissioner (exp. 9/30/2016)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modifi- cation thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insur- ance, or guarantee, the following equal opportunity clause:

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that em- ployees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employ- ment, upgrading, demotion, or transfer; recruitment or re- cruitment 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 setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for em- ployment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agree- ment or other contract or understanding, a notice to be provided advising the said labor union or workers' represen- tatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regu- lations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports re- quired by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compli- ance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be can- celed, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Govern- ment contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence imme- diately preceding paragraph (1) and the provisions of para- graphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Sec- retary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcon- tract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

**Provided**, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assis- tance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

###### Excerpt from HUD Regulations

200.410Definition of term “applicant”.

1. In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term “applicant” as used in this subpart shall mean the mortgagor.
2. In transactions other than those specified in paragraph(a) of this section, the term “applicant” as used in this subpart shall mean the builder, dealer or contractor performing the con- struction, repair or rehabilitation work for the mortgagor or other borrower.

200.420Equal Opportunity Clause to be included in contracts and subcontracts.

1. The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

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

* 1. The contractor will not discriminate against any em- ployee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensured that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. 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 ap- prenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employ- ment, notices to be provided setting forth the provisions of the nondiscrimination clause.
	2. The contractor 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 race, creed, color, or national origin.
	3. The contractor will send to each labor union or repre- sentative of workers with which he has a collective bargain- ing agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers’ repre- sentative of the contractor’s commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
	4. The contractor will comply with all provisions of Ex- ecutive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President’s Commit- tee on Equal Employment Opportunity created thereby.
	5. The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee , or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.
	6. In the event of the contractor’s non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be can- celled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Govern- ment contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amende, and such other sanctions may be imposed and remedies invoke s provided in the said Executive Order or by regulations, or order of the President’s Committee on Equal Employment Opportunity, or as other- wise provided by law.
	7. The contractor will include the provisions of Para- graphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President’s Committee on Equal Employment Opportunity issued pursu- ant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vender. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vender as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
1. Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

200.425Modification in and exemptions from the regulations in this subpart.

1. The following transactions and contracts are exempt from the regulations in this subpart:
	1. Loans, mortgages, contracts and subcontracts not ex- ceeding $10,000.
	2. Contract and subcontracts not exceeding $100,000 for standard commercial supplies or raw material;
	3. Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruit- ment of workers within the United States in involved. To the extent that work pursuant to such contracts is done within the Untied States, the equal opportunity clause shall be applicable;
	4. Contracts for the sale of Government property where no appreciable amount of work is involved; and
	5. Contracts and subcontracts for an indefinite quantity which are not to extend for ore than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed

$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or $10,000 in the case of all other contracts and subcontracts.

form **HUD-92010** (3/06)

VA form 26-421

### Certification Regarding Debarment and Suspension

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

**Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowl- edge and belief that its principals;
	1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
	2. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtain- ing, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
	3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
	4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (A)**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certifi- cation or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency deter- mined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate writ- ten notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become errone- ous by reason of changed circumstances.
5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary cov- ered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclu- sion - Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Page 1 of 2 form **HUD-2992** (3/98)

**Certification B: Certification Regarding Debarment, Suspension, Ineli- gibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal depart- ment or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary cov- ered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assis- tance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this trans- action originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclu- sion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from partici- pation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this trans- action originated may pursue available remedies including suspension and/or debarment.

|  |  |
| --- | --- |
| Applicant | Date |
| Signature of Authorized Certifying Official | Title |

Page 2 of 2 form **HUD-2992** (3/98)

**NON-COLLUSION AFFIDAVIT**

State of )

) :SS

County of )

 , being first duly sworn, deposes and says:

I am the (title) of

the party making the foregoing bid, that such bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the HOUSING AUTHORITY OF THE CITY OF SOUTH AMBOY or any person interested in the proposed contract; and that all statements in said bid are true.

Signature of:

Bidder, if the bidder is an individual; Partner, if the bidder is a partnership; Managing Member, if the bidder is an LLC; Officer, if the bidder is a corporation.

Subscribed and sworn to before me

this day of , 20 .

My commission expires , 20 .

**BIDDER’S AFFIDAVIT**

State of )

) :SS

County of )

 , being first duly sworn, deposes and says:

I reside at , that I, in the capacity of (title) of the Bidder, signed the above Bid, that I am duly authorized to sign, 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 my knowledge and belief.

Signature of:

Bidder, if the bidder is an individual; Partner, if the bidder is a partnership; Managing Member, if the bidder is an LLC; Officer, if the bidder is a corporation.

Subscribed and sworn to before me

this day of , 20 .

My commission expires , 20 .

**BIDDERS QUALIFICATION QUESTIONNAIRE:**

HOUSING AUTHORITY OF THE CITY OF SOUTH AMBOY

 BID FOR:

Name of Bidder:

Address:

|  |  |
| --- | --- |
| 1. References |  |
| REFERENCE 1: |
| Name of Firm: |   |
| Street Address: |   |
| City/State/Zip Code: |   |
| Contact Person: |   |
| Telephone Number: |   |
| Dates of Service: |   |
| Value or Cost of Service: |   |

Brief Description of Service / Work Provided:

|  |  |
| --- | --- |
| REFERENCE 2: |  |
| Name of Firm: |   |
| Street Address: |   |
| City/State/Zip Code: |   |
| Contact Person: |   |
| Telephone #: |   |
| Dates of Service: |   |
| Value or Cost of Service: |   |

Brief Description of Service / Work Provided:

|  |  |
| --- | --- |
| REFERENCE 3: |  |
| Name of Firm: |   |
| Street Address: |   |
| City/State/Zip Code: |   |
| Contact Person: |   |
| Telephone #: |   |
| Dates of Service: |   |
| Value or Cost of Service: |   |

Brief Description of Service / Work Provided:

* 1. It shall be necessary for the bidder to present evidence that he is the general contractor and that he has been in business for at least three (3) years in this particular field, and can submit a suitable record of satisfactorily completing similar projects. In addition to the above he shall submit evidence that his company has the necessary equipment to carry out this type of operation.
		1. How many years have you been or engaged in construction under your present firm or trade name?
		2. What equipment do you own that is available and intended to be used on this project? Provide a description as to the quantity, size, type, and capacity of this equipment along with its present condition.
		3. What equipment do you intend to purchase or lease for us on this project should the contract be awarded to you? Provide a description as to the quantity, size, type, and capacity of the equipment you intend to lease or purchase.
		4. How many years has your organization been in business performing the work required under this contract?
		5. If a corporation, answer the following:
	2. - Date of Incorporation
	3. - State of Incorporation
	4. - President's Name(s)
	5. - Vice President's Name(s)
		1. If limited liability company or partnership, answer the following:
	6. - Date of Organization
	7. - Name and address of all members or partners (state whether general or limited partnership):
		1. If individual, answer the following:
	8. – Business Name
	9. – Year in Business
	10. – Address
		1. We normally perform % of the work with our own forces. General character of work performed by our company.
		2. Have you ever failed to complete any work awarded to you. If so, state circumstances.
		3. Has any other officer or partner for your organization ever been an officer or a partner of some other organization that failed to complete a construction contract. If so, state the name of individual, other organization and reason therefore.
		4. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name. If yes, state name of individual, name of owner and reason therefor.
		5. Are there any liens, of any character, filed against your company at this time. If yes, specify the nature and amount of lien.
		6. In what manner have you inspected the proposed project? Explain in detail.
		7. The work, if awarded to you will have the personal supervision of whom?
		8. Do you intend to sub-contract any portion of the work. If so, state which portion is to be sub-contracted.
		9. Have you made contracts or received firm offers for all materials within price use in preparing your proposal? Do not give name of dealers or manufacturers.
		10. Give Trade references.
		11. Give bank references:
	11. It shall be necessary for the bidder to present a financial statement indicating the condition of his company of not more than three months prior to the bid submission.

The undersigned hereby authorizes and requests any person, firm, or corporation, to furnish any information requested by the Authority in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at this day of , 20

Name of Bidder

By:

Title:

State of:

County of:

 being duly sworn, deposes and says that he/she is the

of and that the answers to the foregoing questions and all

statements therein contained are true and correct.

Described and sworn to before me this day of , 20

(Notary Public)

My Commission Expires:

**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, and further that all employees will be paid as defined in Regulations, Part 3 (29 C.F.R., Part 3) issued by the Secretary of Labor under the Copeland Act, as amended (43 Stat. 948, 63 Stat. 108, 72 Stat. 927; 40 U.S.C. 276c), and described on said payroll; that said payroll is correct and complete; that the wage rates contained in said payroll for laborers, and mechanics pursuant to the Contract under which such work was performed; and that the classification set forth for each laborer or mechanic conforms with the work he performed.

##### Name of Bidder:

**By Authorized Representative:**

##### Signature:

**Printed Name and Title**:

**Date:**

**AFFIRMATIVE ACTION AFFIDAVIT**

State of )

) :SS

County of )

 , being first duly sworn, deposes and says:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates or 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 non-discrimination clause.

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

The contractor or subcontractors, 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 and subcontractor, where applicable, agrees to comply with the 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 and subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals established in accordance with **N.J.S.A.**

**17:27-5.2,** or a binding determination of the applicable county employment goals determined by the

Division, pursuant to **N.J.S.A. 17:27-5.2**.

The contractor and 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 or age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex, and that it will discontinue to use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor and 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.

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

Signature of:

Bidder, if the bidder is an individual; Partner, if the bidder is a partnership; Managing Member, if the bidder is an LLC; Officer, if the bidder is a corporation.

Subscribed and sworn to before me this day of , 20

(Notary Public)

My Commission Expires:

**SITE INSPECTION AFFIDAVIT**

State of )

) :SS

County of )

 , being first duly sworn, deposes and says:

I am the (title) of the party making the foregoing bid, and that the above captioned locations were inspected by

 , estimator, in an effort to arrive at the enclosed bid amount.

[name of firm]

Signature of:

Bidder, if the bidder is an individual; Partner, if the bidder is a partnership; Managing Member, if the bidder is an LLC; Officer, if the bidder is a corporation.

Described and sworn to before me this day of , 20

(Notary Public)

My Commission Expires:

**VOLUNTARY ACT AND DEED ACKNOWLEDGEMENT AFFIDAVIT**

State of )

) :SS

County of )

 , being first duly sworn, deposes and says:

I am the (title) of the party making the foregoing proposal or bid, and that the

[partners or officers of the firm of, etc.] of the party making the foregoing bid have voted to present their bid proposal to the HOUSING AUTHORITY OF THE BOROUGH OF SOUTH AMBOY as their own voluntary act and deed.

Signature of:

Bidder, if the bidder is an individual; Partner, if the bidder is a partnership; Managing Member, if the bidder is an LLC; Officer, if the bidder is a corporation.

Subscribed and sworn to before me this day of , 20

(Notary Public)

My Commission Expires:

**CONTRACT FOR HOUSING AUTHORITY OF THE CITY OF SOUTH AMBOY**

**THIS AGREEMENT** made this day of , 20 , by and between , a , organized and existing under the laws of the State of , OR an Individual trading as

 , hereinafter called the “Contractor”, and the Housing Authority of the Borough of South Amboy, hereinafter called the “Authority”.

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

**ARTICLE 1: STATEMENT OF WORK.** The Contractor shall furnish all labor, materials, tools and equipment and shall perform all work as agreed to complete dwelling unit renovations / turnovers.

**ARTICLE 2: TIME OF COMPLETION.** The Contractor shall commence work under this Contract on a date specified in a written Notice to Proceed issued by the Authority, and shall fully complete all work thereunder within 90 calendar days after the effective date thereof.

**ARTICLE 3: THE CONTRACT PRICE.** The Authority shall pay the Contractor for the performance of the Contract, subject to additions and deductions as provided, the sum of

 Dollars ($ ).

**ARTICLE 4: PAYMENT.** Payment shall be made as work progresses and after inspection and approval by an Authority Representative.

**ARTICLE 5: NEW JERSEY BUSINESS REGISTRATION.**

* 1. The Contractor has provided a copy of its New Jersey Business Registration Certificate prior to the execution of this Contract.
	2. The Authority shall not be responsible for the Contractor’s failure to comply with any of the requirements of the applicable New Jersey law on this issue.
	3. The Contractor shall maintain and submit to the Authority a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for the construction of a construction project under the contract.
	4. The Contractor must notify subcontractors by written notice to comply with the following:
		1. A subcontractor who is listed on the Subcontractor Certificate, which is a part of this contract, shall provide a copy of its business registration to the Contractor who shall forward it to the Authority prior to the execution of this Contract.
		2. For any other subcontractor (other than those listed in the above paragraph), that subcontractor shall provide a copy of its business registration to the Contractor who shall forward it to the Authority before the subcontractor begins work.
		3. No contract with a subcontractor shall be entered into by any Contractor under this contract with the Authority unless the subcontractor first provides proof of valid business registration.
		4. The Authority shall file all business registrations received by it with other procurement documents related to this contract.
	5. The Contractor, or the Contractor with a subcontractor and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the “Sales and Use Tax

Act”, P.L. 1966, c.30 (N.J.S.A. 54:32B-1 et seq.) on all their sales or tangible personal property delivered into this State. For this purpose, an “affiliate” means any entity that: (a) directly, indirectly, or constructively controls another entity;

(b) is directly, indirectly, or constructively controlled by another entity; or (c) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership interest in that entity.

**ARTICLE 6: CONTRACT DOCUMENTS.** Contract documents shall consist of the following signed and/or initiated component parts:

1. This Instrument
2. Invitation to Bid
3. Instructions to Bidders
4. Contractor’s Bid as accepted by the Authority, including all required forms

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

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

#### HOUSING AUTHORITY OF THE CITY OF SOUTH AMBOY

**By:**

#### ATTEST:

**MARK NOBLE, EXECUTIVE DIRECTOR**

#### (Insert Name) CONTRACTOR

**By:**

#### Title:

**Business Address:**

#### ATTEST:

**WAGE RATE COMPLIANCE**

1. A Wage Rate Determination, issued by the U.S. Department of Labor under the Davis-Bacon and Related Acts, and all addenda thereto are a part of this Contract for performance of the described work.
2. It is the responsibility of the Contractor to ensure that these rates and labor standards provisions are in force under the terms of any subcontract by written agreement.
3. In any instance where there is a discrepancy between Federal and State rates, the higher rate shall prevail. Contractors and subcontractors performing the described work shall post the prevailing wage rates for each craft and classification involved as herein determined in a prominent and easily accessible place at the site of the work or at such place or places as are used to pay workmen their wages. As rates cited above may be superseded by future determinations and/or decisions, it is the responsibility of the Contractor to obtain the effective rates both prior to, and subsequent to the award of a contract from the Authority.
4. Applicable rates are those in effect at the date on which a contract is awarded, and must be kept current as indicated. This determination is conclusive for a period of 180 days from date of issuance unless superseded within said period by a later determination. It is the responsibility of the Contractor to ensure that the rates paid under his bid or contract conform to the latest published version. Employers not paying itemized employee benefits to a payee designated in a collective bargaining agreement shall pay them directly to the employee on each pay day.
5. Contractors and subcontractors agree to cooperate with the Authority in the prompt execution of such reports and statements of compliance as may be required by the Federal and State agencies having jurisdiction in this project. These reports include, but are not limited to, Equal Employment Opportunity Utilization Commitment and compliance with Prevailing Wage Rate Determinations.

**PREVAILING WAGE RATES**

1. Prevailing Wage Rates, as determined by Davis-Bacon Wage Requirements, and all addenda thereto are a part of this Contract for performance of the described work.
2. It is the responsibility of each prime contractor to ensure that these rates and labor standards provisions are in force under the terms of any subcontract by written agreement.
3. In any instance where there is a discrepancy between Federal and State rates, the higher rate shall prevail. Contractors and subcontractors performing the described work shall post the prevailing wage rates for each craft and classification involved as herein determined in a prominent and easily accessible place at the site of the work or at such place or places as are used to pay workmen their wages. As rates cited above may be superseded by future determinations and/or decisions, it is the responsibility of the Contractor to obtain the effective rates both prior to, and subsequent to the award of a contract from the Authority.
4. Applicable rates are those in effect at the date on which a contract is awarded, and must be kept current as indicated. This determination is conclusive for a period of 180 days from date of issuance unless superseded within said period by a later determination. It is the responsibility of the Contractor to ensure that the rates paid under his bid or contract conform to the latest published version. Employers not paying itemized employee benefits to a payee designated in a collective bargaining agreement shall pay them directly to the employee on each pay day.
5. Contractors and subcontractors agree to cooperate with the Authority in the prompt execution of such reports and statements of compliance as may be required by the Federal and State agencies having jurisdiction in this project. These reports include, but are not limited to, Equal Employment Opportunity Utilization Commitment and compliance with Prevailing Wage Rate Determinations.