

Request for Sealed Bids  
Plumbing Repair Services



**DUE BY: TUESDAY, NOVEMBER 22, 2022  
at 10:00 a.m.**

**EDISON HOUSING AUTHORITY**  
**14 Rev. Samuel Carpenter Blvd., Edison, NJ 08820**  
Phone: (908) 561-2525      Fax: (908)561-7517

Deborah Hurley, Executive Director

# ***Welcome to the Edison Housing Authority***

The Housing Authority of the Township of Edison (the “Authority”) was organized in 1953 with the primary goal to provide a decent home in a suitable living environment for families which could not afford standard private housing. The Authority’s programs are administered at the local level in accordance with State Law.

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# Edison Housing Authority

## Plumbing Repair Services Contractor

**I. INTRODUCTION** - The Township of Edison Housing Authority (Authority) is seeking a qualified, established, plumbing repair services company (Contractor) to provide 'as needed' plumbing repair services for all Authority locations listed in Appendix A. The Contractor shall have the capability to inspect, troubleshoot and repair all plumbing problems at both Julius Engel Gardens and Robert E. Holmes Gardens.

Sealed Bids will be received by mail or hand delivery to the Edison Housing Authority, 14 Rev. Samuel Carpenter Blvd., Edison, NJ until 10:00 AM on TUESDAY, NOVEMBER 22, 2022.

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

**II. TERM OF CONTRACT** - If awarded, the contract resulting from this Request for Bids (RFB) shall be executed for a period of one (1) year, from December 1, 2022 – November 30, 2022, subject to the availability of funds. The Authority reserves the right to extend the contract for two (2) additional twelve-month periods, providing all rates and terms remain the same and both parties are in agreement.

**III. SCOPE OF SERVICES** - The scope of services required by the Authority in connection with this RFB covers the entire spectrum of services customarily provided to governmental entities by Plumbing Contractors. The services provided should include, but need not necessarily be limited to the following:

1. Contractor shall furnish labor, miscellaneous parts, equipment, tools, transportation, methods of communication, and if required, miscellaneous services
2. **Contractor shall provide one qualified plumber to perform various duties as directed by an authorized Authority representative. Respondent shall obtain approval from an authorized Authority representative for service requiring an apprentice or more than one licensed plumber.** Contractor shall have a constantly monitored 24-hour a day phone number(s) to contact for service. Plumbers shall be on call 24 hours a day with a two-hour response time.
3. Contractor shall contact an authorized Authority representative upon arrival at job site. Actual travel time to and from the work location is not reimbursable under the contract. Travel cost shall be included in the hourly rate for labor. Contractor shall ensure that the authorized Authority representative logs the start and completion times on the service ticket for services performed. Contractor shall provide the following on the service ticket: building name or number, floor, name of plumber performing the work, and if applicable, the Authority work order number issued for that job.
4. Contractor shall provide drain/sewer line cleaning service to be paid at the same hourly rate

as an authorized service call. Any equipment required in performance of this service shall be provided by the vendor at no additional cost to the Authority.

5. All work required to correct any problems diagnosed by the vendor shall be approved by an authorized Authority representative prior to work being performed. Contractor shall work until each job is completed and, when necessary, respond to multiple requests for services at the same time.
6. Contractor shall leave the work area clean and free of materials, debris, and vendor equipment to the satisfaction of the authorized Authority representative. Contractor shall remove from the building and dispose of all defective materials removed in performance of the service and in strict accordance with all applicable rules, regulations, codes, laws, ordinances, statutes, etc.
7. Contractor shall clean all areas of scrap materials, dirt, dust, and debris generated in performance of the service at the time the service is provided. For equipment located above the ceiling line and above a work area, the Contractor shall cover the furnishings and floor area located below the equipment prior to commencing work.
8. Contractor shall clean, repair or replace any item damaged by the Contractor or its subcontractor(s) during the performance of the service to the satisfaction of the Authority, and at no additional cost to the Authority.

All work shall be provided in a professional workmanlike manner. **While working on behalf of the Authority, all related safety codes including OSHA shall be complied with.** The firm awarded this contract must have technicians available on a 24-hour day call. The response time for emergency services, **reported by the Authority, will be within two (2) hours.**

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

All work shall be subject to authorization first. Contractor shall obtain a purchase order number from an authorized Authority representative before performing services. After services are rendered, Contractor shall submit a work order/service slip containing the following information:

- a. Full description of work performed.
- b. Name of Technician that performed the work.
- c. Date and time that work was initiated and completed;
- d. Total hours and labor rate including start and finish times.
- e. Itemized list of materials used to complete the work, with applicable discount.
- f. Purchase order number.
- g. Signature of an authorized Authority representative to verify that the work was performed.

Payment shall be processed once the above process has been followed.

#### **EMERGENCY AND NON-ROUTINE SERVICES**

**Emergency Services:** The Contractor may be asked to perform emergency services at times other than normal working hours. The contractor shall be available within two (2) hours for such emergency work.

Before performing any work against this contract, the Contractor shall furnish, in writing, the name(s) and emergency telephone number(s) of the Contractor's representative(s) to be contacted during other than normal working hours.

Contractor shall obtain a purchase order number before performing any emergency work, unless unusual circumstances arise.

Contractor shall bill hourly for emergency services.

**Non-Routine Services:** If, during the course of work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization from an authorized Authority representative.

The Contractor shall submit an estimate to the Authority's authorized representative in a timely manner.

The Contractor's estimate will be evaluated to determine if the scope has been clearly and accurately understood, the hours have been accurately applied, the work has been properly estimated with supporting data presented and that material and equipment estimates are reasonable and properly documented. After the estimate has been reviewed, the Authority's authorized representative(s) will approve a fixed price for the work described in the estimate.

Contractor shall obtain a purchase order number before performing any non-routine services.

The Contractor acknowledges that all non-routine work will be performed only after the above procedure has been accomplished.

The hourly rate provided in the proposal shall include full compensation for labor, equipment use, travel time and other costs to the Contractor. The rate is straight time for all labor, except as otherwise noted herein.

Time is of the essence in the performance of work; therefore, in the event the Contractor does not respond in a timely manner according to the response time documented on the proposal form, the Authority may, at its option, have the work completed by another Contractor. Repeated failures by the Contractor to respond may result in cancellation of the service contract.

**IV. INSURANCE REQUIREMENTS** - Before commencing work, the Contractor shall furnish to the Authority certificates of insurance showing that the following insurances are in force, stating policy numbers, dates of expiration, limit of liability, deductible and aggregate amounts payable hereunder. The Authority shall be named as additional insured in all policies.

1. Workers' Compensation, in accordance with New Jersey Workers' Compensation laws.
2. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence to protect the Contractor and the Authority against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability

under (3) below. If the Contractor has a “claims-made” policy, then the following additional requirements apply: the policy must provide a “retroactive date” which must be on or before the execution date of the Contract, and the extended reporting period may not be less than five years following the completion date of the Contract.

3. Automobile Liability on owned on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$500,000.000 per occurrence.

All Insurance shall be carried with companies which are financially responsible and admitted to do business in the State of New Jersey. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the Authority. All certificates of insurance, as evidence of coverage, shall provide that no coverage maybe canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Authority.

**V. INSTRUCTIONS TO BIDDERS** - Questions regarding this RFB may be directed in writing to [Dhurley@edisonha.org](mailto:Dhurley@edisonha.org)

Proposals are due by 10:00 AM on November 22, 2022. Proposals shall be submitted with the following:

1. A signed Proposal form (included herein)
2. Qualification Questionnaire (included herein) (Note: The bidder must present documentation therein that it has been in business for at least 5 years in this field and can submit a suitable record of satisfactorily completing similar contracts.)
3. Copy of New Jersey Business Registration Certificate
4. Public Works Contractor Registration Certificate
5. A short narrative detailing the respondent’s qualifications and experience in providing the services requested as well as a statement explaining the respondent’s understanding of State and local laws, rules and regulations.
6. Statement of Ownership Disclosure
7. Affidavit of Non-collusion
8. Insurance Statement
9. Statement of Compliance (Prevailing Wages)
10. Statement of Compliance (HUD Section 3)
11. Conflict of Interest & Political Contribution Disclosure Certification
12. Affidavit of Non-Default

**Prior to submitting bids, Bidders should visit the Authority’s website at [www.edisionha.org](http://www.edisionha.org) to confirm that no clarifications or revisions to the Bid Documents have been issued. Any such clarifications or revisions will be posted on the website by 11/18/22.**

## **VI. AWARD**

This contract is being solicited in accordance with the Local Public Contracts Law, N.J.S.A 40A:11.1 et seq., and a contract will be awarded to the lowest responsible bidder.

The Authority retains the right to reject any and all proposals and to waive any minor insubstantial irregularities in the bids..

**VII. NEW JERSEY PREVAILING WAGE RATES (Service Contract Act) – The contract is subject to New Jersey Prevailing Wage Rates.**

The wage rates must be determined to be prevalent for Middlesex County.

The Contractor shall be responsible for maintaining payroll records and must make such records available to the Authority on request.

**PUBLIC NOTICE** – The following notice was published on 11/ 4 /22:

## **Edison Housing Authority REQUEST FOR PROPOSALS**

### **Plumbing Repair Services Contractor**

The Housing Authority of the Township of Edison (Authority) will receive sealed bids, for “as needed” plumbing repair services for Julius Engel Gardens and Robert E. Holmes Gardens in Edison Township for a one year period, renewable for two additional twelve month periods at the same rate and at the agreement of both parties.

Proposals must be received in a sealed envelope by 10:00 AM on 11/22/22 bearing the name and address of the proposer, endorsed and addressed to: Edison Housing Authority, 14 Rev. Samuel Carpenter Blvd., Edison, NJ 08820, and clearly marked “Proposal for Plumbing Repair Services Enclosed”. No late proposals will be accepted.

The resulting contract shall be for a one-year period, renewable for two additional twelve-month periods at the same rates and at the agreement of both parties. The complete Request for Bids (RFB) may be obtained by downloading from the Authority website at [www.edisonha.org](http://www.edisonha.org). **Prior to submitting their bids, Bidders should visit the Authority’s website at [www.edisionha.org](http://www.edisionha.org) to confirm that no clarifications or revisions to the Bid Documents have been issued. Any such clarifications or revisions will be posted on the website by 11/18/22.**

Bidders must be fully licensed, certified, and insured to perform all of the work required under the Contract Documents, and must be authorized to do business in the State of New Jersey and must comply with the State of New Jersey Business Registration requirements. Bidders must be registered with the Department of Labor and are required to comply with the Public Works Contractor Registration Act. Bidders are also required to comply with the requirements of Public Law 1975, c.127, which pertains to "Non-Discrimination" and "Affirmative Action", as amended, and with requirements regarding State New Jersey prevailing wages and Public Law 1977, c.33, which requires a statement of Corporate Ownership.

**FORM OF CONTRACT** –The following is a sample of the contract to be entered into as a result of this solicitation:

**Contract**  
**Edison Housing Authority**  
**Plumbing Repair Services**

This **AGREEMENT** made this 1st day of December in the year 2022 by and between

(Name of Contractor)  
(Address)

hereinafter called the "Contractor," and the

Edison Housing Authority  
14 Rev. Samuel Carpenter Blvd., Edison, NJ 08820

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 and complete all work required in the Request for Proposals dated 11/22/22, which is incorporated herein by reference and made a part hereof, for plumbing repair services at the applicable Authority properties. The Authority reserves the right to separately bid non-emergency work if it is in the best interest of the Authority to do so. All such work awarded to the Contractor without separate bidding shall be performed at the time and material rates stated in Article 3.

**Article 2. Term of Contract.** This contract shall extend for a period of one year, December 1, 2022 through November 30, 2021. The contract shall be renewable for two additional one-year periods at the agreement of both parties and at the same terms and conditions as stated herein. At any time the Authority may terminate the contract, following written notice to the Contractor, in whole or in part. The Authority shall pay the contractor for satisfactory services rendered prior to the date of the written notice.

**Article 3. Contract Price.** The Contractor agrees to perform any plumbing repair service at the following hourly rates for plumber:

Standard Hours: \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$\_\_\_\_.\_\_\_\_)

Premium Hours: \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$\_\_\_\_.\_\_\_\_)

The Contractor agrees to perform any plumbing repair service at the following hourly rates for a maintenance trades helper:

Standard Hours: \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$\_\_\_\_.\_\_\_\_)

Premium Hours: \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$\_\_\_\_.\_\_\_\_)

Premium hours are from Monday through Friday, from 5PM to 8AM, Saturdays, Sundays and Holidays. Labor will be based on hourly rates unless otherwise specified. Hourly rates shall include all applicable charges; the Authority shall not pay travel time or mileage to and from the repair site. Also, the Authority shall not be responsible for the reimbursement of any costs not specifically set forth herein.

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

**Article 4. Payment.** The Contractor shall furnish an invoice for each repair job, and shall be paid for work completed and approved by the Executive Director or his designate. The invoice shall list hours worked and materials used (plus the applicable markup). Payment shall be made within 45 days of receipt of invoice.

**Article 5. New Jersey Business Registration Requirements.** The contractor shall provide to the Authority proof of the contractor's business registration with the New Jersey Division of Taxation before contract award if not already submitted with their proposal.

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

**Article 6. New Jersey Public Works Contractor Registration.** Contractor must be registered with the State of New Jersey as a Public Works Contractor throughout the term of this contract and must submit such proof annually to the Authority.

**Article 7. Insurance Requirements.** Before commencing work, the Contractor shall furnish to the Authority certificates of insurance showing that the following insurances are in force, stating policy numbers, dates of expiration, limit of liability, deductible and aggregate amounts payable hereunder. The Authority shall be named as additional insured in all policies.

4. Workers' Compensation, in accordance with New Jersey Workers' Compensation laws.
5. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence to protect the Contractor and the Authority against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract, and the extended reporting period may not be less than five years following the completion date of the Contract.
6. Automobile Liability on owned on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$500,000.000 per occurrence.

All Insurance shall be carried with companies which are financially responsible and admitted to do business in the State of New Jersey. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the Authority. All certificates of insurance, as evidence of coverage, shall provide that no coverage maybe canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Authority.

**Article 8. Contract Documents.** Contract Documents shall consist of the following component parts:

1. This instrument;
2. Technical Specifications;

3. Addenda, if any
4. Contractor's bid as accepted by the Authority, including all Certifications, Affidavits and Statements; and

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

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

In the presence of:

\_\_\_\_\_

by \_\_\_\_\_  
(Name)  
(Title)  
(Company Name)  
(Phone Number)

In the presence of:

\_\_\_\_\_

by \_\_\_\_\_  
Deborah Hurley  
Executive Director  
Edison Housing Authority  
908.561.2525

## **Edison Housing Authority**

# **BUSINESS REGISTRATION CERTIFICATE**

Contractor must provide State Division of Revenue issued Business Registration Certificate with the bid submission.

**FAILURE TO SUBMIT YOUR BUSINESS REGISTRATION CERTIFICATE BEFORE CONTRACT AWARD *WILL* RESULT IN THE DISQUALIFICATION OF YOUR BID!**

**Bidder Must Also Provide Proof of Current of**

**PUBLIC WORKS CONTRACTOR REGISTRATION**

**Edison Housing Authority**  
**Bid Form**

FOR: Plumbing Repair Services

TO: Edison Housing Authority  
14 Rev. Samuel Carpenter Blvd., Edison, NJ 08820

FROM:

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Company Name of Contractor

Federal ID#

Street Address

City, State - Zip Code

Contact Name / Title / Telephone Number

Contact Email Address / Fax Number

1. The undersigned, having fully familiarized themselves with all aspects of the Request for Proposals hereby proposes Plumbing Repair Services at the following labor rates for plumber:

Standard Hours: \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$\_\_\_\_.\_\_\_\_)

Premium Hours: \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$\_\_\_\_.\_\_\_\_)

And the following rates for maintenance trades helper:

Standard Hours: \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$\_\_\_\_.\_\_\_\_)

Premium Hours: \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$\_\_\_\_.\_\_\_\_)

Premium hours are from Monday through Friday, from 5PM to 8AM, Saturdays, Sundays and Holidays. Labor will be based on hourly rates unless otherwise specified. Hourly rates shall include all applicable charges; the Authority shall not pay travel time or mileage to and from the repair site. Also, the Authority shall not be responsible for the reimbursement of any costs not specifically set forth herein.

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

2. The contractor acknowledges the receipt of the following addenda, if any, issued by the Authority: Addendum Number \_\_\_\_\_ dated \_\_\_\_\_

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

Full Name    Address    % of ownership

Full Name    Address    % of Ownership



\_\_\_\_\_

(Signature of Offeror)

Subscribed and sworn to before me, this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_.

\_\_\_\_\_

Notary Public

My Commission expires \_\_\_\_\_  
Date

# Qualification Questionnaire

For: Plumbing Repair Services

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

(a) It shall be necessary for the contractor to present evidence that he has been in business for at least 5 years in this field and can submit a suitable record of satisfactorily completing similar contracts.

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

\_\_\_\_\_ Years.

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

\_\_\_\_\_ Years.

(c) If a corporation, answer the following:

Date of incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

President's Name: \_\_\_\_\_

Vice President's Name(s): \_\_\_\_\_

(d) If a partnership, answer the following:

Date of Organization: \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

(i) Give trade references:

\_\_\_\_\_

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(j) Give bank references:

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(k) Give full information concerning all of your contracts in progress or completed within the last years, whether private or government contracts.

| OWNER/LOCATION | DESCRIPTION | CONTRACT AMOUNT |
|----------------|-------------|-----------------|
|----------------|-------------|-----------------|

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(l) Identify references who can attest to the quality of your work during the past five years:

| OWNER CONTACT | ADDRESS | PHONE NUMBER |
|---------------|---------|--------------|
|---------------|---------|--------------|

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State of \_\_\_\_\_ County of \_\_\_\_\_

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

THAT he is \_\_\_\_\_ of  
(Owner, Officer or Partner)

\_\_\_\_\_  
(Firm Name)

and that he hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Housing Authority of the Township of Edison in verification of the recitals comprising this Qualification Questionnaire; and that all answers to the foregoing questions and all statements therein contained are true and correct.

(Signature of Proposer)

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

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_





## Insurance Statement

Bidders must be insured by an Insurer authorized to do business in the State of New Jersey. Selected Contractor must provide proof of insurance to the Fort Lee Housing Authority as stated in this Request for Sealed Bids **prior to award of the contract;**

Contractor[s] must provide proof of insurance to the Authority showing the Housing Authority of the Borough of Fort Lee as additional named insured prior to award of the Contract[s] and said insurance must remain in force for the duration of the work;

This is to affirm that the firm of \_\_\_\_\_ has in place or will have in place prior to award of Contract if selected, insurance meeting the requirements stated below.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Bidder: \_\_\_\_\_

### **Insurance requirements:**

The following minimum insurance coverages must be in place as specified above:

- Comprehensive General Liability Insurance - at least one million dollars per occurrence as a combined single limit for bodily injury and property damage;
- Automobile Liability Insurance - at least one million dollars per occurrence as a combined single limit for bodily injury and property damage;
- Worker's Compensation Insurance applicable to the laws of the State of New Jersey; and,
- Employers Liability Insurance – at least one million dollars bodily injury per occurrence.

INDEMNITY: To the maximum extent permitted by law, the vendor/contractor shall defend, indemnify and hold the FLHA 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 Agencies 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 vendor/ contractor, their subcontractors, affiliates, or anyone retained by or employed by the vendor/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 FLHA or its commissioners, officers, agents or employees' negligence. The vendor agrees that it will not implead FLHA or their commissioners, officers, agents or employees into any such claim or action.

**STATEMENT OF COMPLIANCE – PREVAILING WAGES**

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: \_\_\_\_\_

### Statement of Compliance (HUD Section 3 Provisions)

Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes that HUD funds are typically one of the largest sources of federal funding expended in communities, including funding provided for work within Bergen County, New Jersey. Section 3 is intended to ensure that when a contractor has need to hire additional people as the result of receiving a contract from the Authority, preference must be given to low and very low-income persons residing in Bergen County, New Jersey (Section 3 residents), or Section 3 business concerns.

The work to be performed under this contract is a project assisted under a program providing financial assistance from the Department of Housing and Urban Development (HUD) and is subject to Section 3 requirements of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701u.

Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3-covered project and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the Department of Housing and Urban Development as set forth in 24 CFR, Part 135 and as provided for in HUD Form 5370-EZ contained herein and made a part hereof and HUD Form HUD-92010 contained herein and made a part hereof and all applicable rules and orders of the Department of Housing and Urban Development issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

If Proposer/Bidder claims Section 3 business certification status, Proposer/Bidder must complete the Form provided by HUD for this certification purpose.

All Proposer/Bidders are further directed to the detailed information contained in HUD Form 5370-EZ herein and HUD Form HUD-92010 herein as to Section 3 compliance.

Agreed to by Contractor:

Contractor Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **CONFLICT OF INTEREST & POLITICAL CONTRUBUTION DISCLOSURE CERTIFICATION**

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

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

In the absence of any actual or apparent conflict, I 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.

By the submission of this proposal, the vendor certifies that to the best of its knowledge and belief, neither it, nor any person or vendor which has an interest, nor any of the vendor's sub-contractors, is ineligible to:

1. be awarded contracts by any agency of the U.S. Government, HUD or the State of NJ.
2. participate in HUD programs pursuant to 24 CFR Part 24.

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

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Signature of Person Authorized to sign for vendor

---

Print Name

---

Date

## AFFIDAVIT OF NON-DEFAULT

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

- 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.
- I have not experienced defaults or non-compliance under any contract for the U.S. Department of Housing and Urban Development, or any other governmental agency with which I have contracts.
- 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. No principals of the firm have been (in the past 5 years) or are currently the subject of any Federal or State investigation or any investigation by any law enforcement agency.
- There has not been a suspension or termination of payments under any HUD contract in which I have had a legal or beneficial interest attributable to my fault or negligence.
- 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. (A felony is any offense punishable by imprisonment for more than one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less).
- I have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of any State Government or of a City Government or the Fort Lee Housing Authority, from doing business with such Department or Agency.
- I have not defaulted on an obligation covered by a bond and have not been the subject of a claim under any fidelity bond.
- 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.
- 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.
- I am not an officer, employee or commissioner of the Agency, who is prohibited or limited by law from contracting with the Agencies.
- For a period beginning 5 years prior to the date of this certification, and except as shown by me on the attachment, I have not been suspended, debarred 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.
- 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 facts and circumstances, which I think, helps to qualify me as a responsible Principal for participation in this project.



## APPENDIX A

The Edison Housing Authority consists of 2 Properties, Julius Engel Gardens with a total of 70 units and Robert E. Holmes Gardens with a total of 90 units, located in Edison Township. These properties include the following locations for the purposes of this RFB:

### **PROJECT**

### **DESCRIPTION**

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**Julius Engel Gardens** 11 Buildings 70 Family Units Apartment Style  
1 Willard Dunham Drive  
Edison, New Jersey

1 Administrative Building with one level that includes a community room.  
*(where all 3 heating boilers 1 hot water boiler is located)*

**Robert Holmes Gardens** 14 Buildings 90 Family Units Garden Style  
14 Rev. Samuel Carpenter Blvd.  
Edison, New Jersey

Buildings include the following streets: Lyle Place, Weston Forbes Court, Beaver Avenue, Rev. Carpenter Blvd., and Wintergreen Avenue  
*(3 heating boilers and 3 hot water boilers are located in a boiler room located on the property)*

1 Administration Office Building with one level that includes a community room. *(which has a separate boiler)*