



GROUNDS MAINTENANCE REQUEST FOR PROPOSALS

The Edison Housing Authority is accepting proposals for the maintenance of the grounds at Robert E. Holmes Gardens, 14 Rev. Samuel Carpenter Blvd, Edison, NJ and Julius Engel Gardens, Willard Durham Drive, Edison, NJ. The contractor shall provide all labor, materials and equipment necessary.

Copies of the Request for Proposals may be obtained from the office of the Edison Housing Authority, 14 Rev. Samuel Carpenter Blvd., Edison, New Jersey 08820, telephone (908) 561-2525 or email Carmen Amalbert Camalbert@edisonha.org. Monday through Friday between the hours of 9:00 a.m. and 4:30 p.m. beginning, **Tuesday, May 28, 2024**.

The work involved in the contract includes the cutting and trimming of grass, weed control, raking, removal of seasonal leaves, the application of fertilizer and planting of seasonal annuals. **Approximate dates are: Shall begin July 1, 2024. (1) Spring clean-up, (2) Fall cuttings and clean-ups that are spread two weeks apart and ends April 30, 2025. This is a one-year contract beginning July 1, 2024 to April 30, 2025.**

The Authority understands any re-mulching around trees and beds will be done at an additional cost; and should be quoted as a separate line item – cost per yard.

The Authority understands any additional seeding or reseeding, which may include hydroseeding, will be done at the Authority's request and shall be considered a separate line item.

The contractor will be required to provide grass cutting services at the facilities once every seven (7) days or once per week as required. In general, grass shall be cut when it exceeds a height of three (3) inches. A minimum cutting height of one and one-half inches is recommended.

Prior to proceeding with any grass cutting work, the contract will be required to have all debris removed the grass area to be mowed. This clean-up is to consist of the removal of all debris, trash, limbs, etc. and any and all material foreign to the natural vegetation.

Special care should be taken to avoid throwing grass cuttings on building walls, automobiles in the designated parking areas, and directing grass clippings into mulched shrub beds.

Upon completing the grass cutting, trimming and edging work, the contractor will be required to sweep and remove all grass cuttings from sidewalks, driveways and roadway areas. The facility shall be left in a neat and presentable condition.



The following is a sample schedule of services:

Basic services to include normal site clean-up, cutting of grass, edging all walkways, trimming around all trees & fences, etc., Also to include:

1. Spring and (2) fall clean up(s) (leaves, twigs, etc.)
2. Pruning of shrubs & normal low tree branches as needed
3. Spring weed control
4. Summer fertilizer
5. Fall/Winter fertilizer
6. Insect Control
7. Fertilizing to include all trees, shrubs, plantings.

The Authority will pay the Contractor monthly by the 15th day of the succeeding month. The Contractor must prepare and file a request for each month's payment in sufficient time to permit its proper review by the Authority's officials and the maintenance of this payment schedule.

The contractor shall provide the following: business certification, list of references; proof of liability and workers' compensation insurance; and complete all forms provided under Exhibit A.

Site plans of the two properties are available at each location for review during the hours between 9:00 am and 4:30 pm, Monday thru Friday, except on holidays.

Proposals are due by 12:00 Noon, Thursday, June 13, 2024, at the Edison Housing Authority, 14 Rev. Samuel Carpenter Boulevard, Edison, NJ.

For questions please call (908) 561-2525, ask for Deborah Hurley, Executive Director.



EDISON HOUSING AUTHORITY

SPECIFICATIONS FOR

LANDSCAPING & GROUNDS CARE

1. CHARACTER & SCOPE OF WORK

It is the purpose of these specifications to prescribe and define the service required in connection with Landscaping and Grounds Care for the Edison Housing Authority, Edison, New Jersey (hereinafter “Authority”). The term of the contract shall be from **July 1, 2024 to April 30, 2025**.

2. DESCRIPTION OF REQUIRED SERVICES

Landscaping and grounds care services are to be performed as follows:

a. **SPRING AND FALL CLEAN-UP**

Spring weeding and clean-up of all lawns and grounds shall be undertaken and completed within twenty-one (21) days of the start of the contract period. Fall clean-up,(2) fall clean-ups are required, including removal of all fallen leaves, twigs and branches shall occur within fourteen (14) days of the termination date of this contract. All paved areas are to be cleaned to a “broom clean” standard at the completion date of the contract period.

b. **SPRING LIMING**

Granular lime shall be applied to all lawn areas, in accordance with the manufacturer’s specifications, upon completion of Spring clean-up in early Spring.

c. **WEED, INSECT AND FUNGUS CONTROL**

Herbicide, insecticide and fungicide are to be used, Balan for crab grass control, Oftanol for grubs, Trimec (2-4D) for Broadleaf weed 1.5 oz. per 1,000 sq. ft. must be used to eliminate or control undesirable weeds, insects and fungi growth of all plants, lawn and/or bed areas.

d. **FERTILIZATION**



Commercial lawn fertilizer shall be applied mechanically in early Spring using 18-24-12 and late fall using 32-5-7 or equal analysis, at the rate 9 lbs. per 1,000 sq. ft. lawn area. Lawn and plant food shall be applied to plants, shrubs, trees and bed areas during the fall of each year using 10-6-4 plant food with 60% nitrogen at the rate of 1 lb. per sq. ft.

e. **LAWN MOWING, EDGING AND PRUNING**

Lawn areas shall be cut weekly or when grass reaches a maximum height of three (3) inches. Twigs, trash, branches, any debris and any, and all material foreign to the natural vegetation are to be removed from the lawn areas before cutting. The first mowing during the Spring, the grass shall be cut to a height of one and one half to two (1 ½ - 2) inches. After the first mowing, the grass shall be cut to a height not less than two (2) inches. During periods of prolonged dryness grass shall not be cut shorter than two and one half (2 ½) inches. Pruning of shrubs and trees shall be completed once a month. After mowing, edging or pruning, all grass, shrubs, clippings and debris shall be removed from premises and all walkways are to be left in a clean condition. Special care should be taken to avoid throwing grass cuttings on building walls, automobiles in the designated parking areas, and directing grass clippings into mulched shrub beds.

f. **SEEDING**

The Authority understands any additional seeding or reseeding, which may include hydroseeding, will be done at the Authority's request and shall be considered a separate line item.

g. **TRIMMING OF TREES & SHRUBS**

Contractor shall provide all labor, materials and equipment to trim, fertilize and cultivate all trees and shrubs. Shrubs are to be trimmed when there is growth and all dead plants, shrubs and/or material must be removed. Spray trees and shrubs with Sevin as required. The Contractor shall maintain the height and width of all trees and shrubs in such a condition that they are properly shaped and do not interfere with walkways and/or the buildings on the sites. This work is limited to trees less than twelve (12) feet tall.



h. **OVERGROWN DEBRIS**

Contractor shall provide all labor, materials and equipment necessary to clear and remove all overgrown plants & debris along (fence areas that is adjacent to the basketball court, along the fenced area on Beaver Street, and along the fenced side of 14 Rev. Samuel Carpenter Blvd., at Robert Holmes Gardens) and behind (Buildings A through M at Julius Engel Gardens).

1. This area shall be cut and maintained once a week.
2. All debris shall be removed from the premises.

i. **MULCH APPLICATION**

The Authority understands any re-mulching around trees and beds will be done at an additional cost; and should be quoted as a separate line item – cost per yard.

j. **TIME OF CONTRACT**

The services to be performed under this Contract shall begin July 1, 2024, to April 30, 2025. If a change order is issued to extend the contract, the monthly price will be based on the existing contract monthly prorated prices.

k. **TERMINATION OF CONTRACT**

If, through any cause the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract or violate any of the covenants, agreements or stipulations or of the services rendered are deemed unsatisfactory by the Authority, the Authority shall have the right to terminate this contract by giving of a five (5) days, written notice to the contractor, in which event the Contractor shall be responsible for any additional cost incurred by the Authority.

3. **INSURANCE**

During the term of this contract, the Contractor shall at his own expense obtain and keep in effect public liability insurance, which has a “Hold Harmless” clause for the Housing Authority, as well as:



- a. WORKER’S COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE
- b. PUBLIC LIABILITY, BODILY INJURY AND PROPERTY DAMAGE:
 - 1. Injury or death of one person \$250,000
 - 2. Injury to more than one person in a single accident \$500,000
 - 3. Property Damage \$100,000
 - 4. Fire & Extended Coverage Equal to proposal price
- c. AUTOMOBILE & TRUCK PUBLIC LIABILITY, BODILY INJURY
 - 1. Injury or death of one person \$250,000
 - 2. Injury to more than one person in a single accident \$500,000
 - 3. Property Damage \$100,000
- d. CONTRACTORS GENERAL LIABILITY, INCLUDING COMPLETED OPERATIONS \$500,000
- e. UMBRELLA POLICY \$1,000,000

4. **NON-DISCRIMINATION**

The Contractor agrees that he will not discriminate against any employee or applicant for employment under this Contract by reason of race, religion color or national origin.

5. **GENERAL NOTES**

Contractor shall not begin work before 8:00 a.m. nor continue working beyond 7:00 p.m. The Contractor shall be responsible for all grass, cuttings, weeding, cultivating, fertilizing, spraying, pruning, edging, seeding, mulching and lawn care maintenance as specified by Edison Housing Authority during the life of the contract. It is understood that all materials and equipment needed to perform the aforementioned services are the sole responsibility of the Contractor to purchase and maintain. Contractor must provide the Authority a tentative schedule at the beginning of the contract, which includes but is not limited to spring clean-up, recommended mulching, etc. dates. A log shall be maintained by the vendor when services are completed monthly. **This log shall be submitted to the Authority monthly.**



6. **TREE REMOVAL**

Nothing in the Specifications is intended to require the Contractor to remove large trees and/or large limbs at heights above ground level, which are customarily not removed as part of a landscaping and grounds care contract. Specifically, no tree in excess of twenty-five (25) ft. in height is to be removed, or limb of more than two and one half (2 ½) ft. in diameter be trimmed, or any limb more than twelve (12) feet above ground level are trimmed by the Contractor within the terms and requirements of this contract.

7. **AWARD CONTRACT**

The Authority will award a contract to the lowest responsible bidder that meets all of the qualifications set forth in the solicitation.



FORM OF QUOTE

PROPOSAL FOR: LANDSCAPING & GROUNDS CARE

TO: THE EDISON HOUSING AUTHORITY

1. The undersigned, having studied and become thoroughly familiar with all Conditions affecting the cost of the work, and with the Specifications (including Legal Notice, Instruction to Contractors, General Conditions Form of Proposal, Statement of Experience & Financial Responsibility. Including Exhibit A. documentation) as prepared by the Edison Housing Authority and on file in said office, hereby proposes to furnish in compliance with provisions thereof, all labor materials, services, and equipment required for:

Item a. **LANDSCAPING AND GROUNDS CARE AT ROBERT HOLMES GARDENS (14 Rev. Samuel Carpenter Blvd., Weston Forbes Court, Wintergreen Avenue (Graham Avenue), Lyle Place, Beaver Street) FOR THE EDISON HOUSING AUTHORITY** in the total sum of _____ dollars (\$_____) for the contract period of July 1, 2024 to April 30, 2025.

Item b. **LANDSCAPING AND GROUNDS CARE AT 1 Willard Dunham Drive FOR THE EDISON HOUSING AUTHORITY** in the total sum of _____ dollars (\$_____) for the contract period of July 1, 2024, to April 30, 2025.

2. In submitting this Quote, Contractor understands that the Edison Housing Authority reserves the right to reject any and all Quotes. If written notice of the acceptance of this Quote is mailed, telegraphed, faxed, or delivered to the undersigned within thirty (30) days after the opening thereof, or any time thereafter before this Quote is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form within ten (10) days after the contract is presented to him for signature.

3. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this quote or any other quote or the submitting of proposals for the contract for which this quote is submitted.



- II. The following documents under Exhibit A. must accompany this proposal:
1. Completed Non-Collusion Affidavit
 2. Completed EEO & Affirmative Action Affidavit
 3. Completed Stockholder Disclosure Certification
 4. Completed Statement of Contractor's Experience & Financial Responsibility
 5. Evidence of Insurance Coverage
 6. Conflict of Interest & Political Contribution Disclosure Certification
 7. Non-Debarment Certification
 8. Equal Opportunity for Individuals with Disability
 9. Certification Regarding Drug-Free Workplace
 10. Acknowledgement of Receipt of Addenda
 11. Copy of Public Works Contractor Registration Certificate
 12. New Jersey Business Registration (as per P.L. 2004, cc.57 (chapter 57))

Date _____, 20____

Company Name

Official Address:

Office Phone #: _____

Cell Phone #: _____

Email Address: _____

By _____

Title _____

APPENDIX A

Edison Housing Authority RFP Certifications

Certifications

- ✔ Non-Collusion Affidavit
- ✔ Affidavit of Non-Default
- ✔ Affirmative Action Affidavit
- ✔ Affirmative Action Compliance
- ✔ Statement of Ownership Disclosure
- ✔ Evidence of Insurance Coverage
- ✔ Conflict of Interest & Political Contribution Disclosure Certification
- ✔ Debarment Certification
- ✔ Drug-Free Certification
- ✔ Federal ADA Form
- ✔ Housing Authority Addenda Form
- ✔ New Jersey Mandatory EEO Form
- ✔ Iran Investment Activities

Affidavit of Non-Collusion

STATE OF _____]

COUNTY OF _____] SS

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

I am _____ the duly authorized representative

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____ (N.J.S.A. 52:34-15)

Signed

Print Name/Title

Subscribed and sworn to before me

this _____ day of _____ 2023

Notary Public

My commission expires _____

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 Edison 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.

AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY)
COUNTY OF) s.s.:

I, _____, of the City of _____ in the State [Commonwealth] of _____ being of full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of _____, the bidder submitting the Bid Proposal for the above named project, in the capacity of _____, and I have executed the Bid Proposal with full authority to do so. Further, the bidder will comply with the provisions of Public Law 1975, Chapter 127, and shall require all subcontractors to comply with the provisions of Public Law 1975, Chapter 127.

Name of Firm or Individual

Title

Signature

Date

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

Notary Public of

My Commission expires _____, 20____.

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

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

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

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

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

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

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

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *<name of contracting unit>* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *<type of contracting unit>* to notify the *<type of contracting unit>* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a

material breach of my agreement(s) with the, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

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

CONTRACTOR'S STATEMENT OF OWNERSHIP

In accordance with N.J.S.A. 52:25-24.2, provide the following information when submitting the quote. Failure to do so will require that the quote be disregarded as lacking in completeness.

PART I – If the Contractor is a corporation:

Name of Corporation: _____
 State of Incorporation: _____
 Date of Incorporation: _____

For those individuals* who own 10% or more of any class of its stock:

| <u>Name</u> | <u>Address</u> |
|-------------|----------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

PART II – If the Contractor is a partnership:

Name of Partnership: _____
 County in which certificate of Trade name is filed: _____

For those individuals* who own 10% or more of the interest in the partnership:

| <u>Name</u> | <u>Address</u> |
|-------------|----------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

PART III – If the Contractor is a sole proprietorship:

_____, hereby certify that I am the sole owner of
 _____, the contractor therein.

 (Signature of Person who completed Part I, II, & III above)

* If any of the individuals listed above is a partnership of a corporation, a separate sheet should be attached giving the same information requested above for each such partnership or corporation. Similarly, if an additional entry is a partnership or corporation, information must be provided to the level of ownership required to document ultimate ownership in persons (not partnerships or corporations).

STATEMENT OF CONTRACTOR'S EXPERIENCE & FINANCIAL RESPONSIBILITY

The Contractor shall here furnish summary information relative to the ability and financial resources available for the fulfillment of the Contract if such be awarded to him.

CONTRACTOR'S QUALIFICATIONS:

How many years has he/she/they been in the contracting business under the present firms name?

When organized? _____

Bank References: _____

Credit available for this Contract? \$ _____

Has he/she/they ever defaulted on a Contract? _____

List the names of all the officers of the Contractor, noting their positions in the company:

Name of Executive who will give personal attention to the Project:

Has he/she/they ever been adjudged as bankrupt or been subject to a receivership of an order of reorganization? If so, give details and particulars. _____

Is the business currently subject to any court order relating to bankruptcy, liquidation or reorganization?

Is this business currently suspended from doing work for any State County or Municipal Agency?

List five (5) of the most recent similar projects performed during the last five (5) years under the Contractor's current name:

| <u>Project</u> | <u>Person to Contact</u> | <u>Telephone Number</u> |
|----------------|--------------------------|-------------------------|
| 1) _____ | _____ | _____ |
| 2) _____ | _____ | _____ |
| 3) _____ | _____ | _____ |
| 4) _____ | _____ | _____ |
| 5) _____ | _____ | _____ |

Dated: _____

By: _____

Address: _____

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 Edison 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 Edison 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 EHA 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 EHA or its commissioners, officers, agents or employees' negligence. The vendor agrees that it will not implead EHA or their commissioners, officers, agents or employees into any such claim or action.

CONFLICT OF INTEREST & POLITICAL CONTRIBUTION 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.

Signature of Person Authorized to sign for vendor

Print Name

Date

NON-DEBARMENT CERTIFICATION

I certify to the best of my knowledge and belief that neither I nor the firm I represent has been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Government or Agency.

(Signature)

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Typed Name and Title of Certification Official

Signature

Date

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

| STANDARD BID DOCUMENT REFERENCE | |
|--|--|
| | Reference: VII-B |
| Name of Form: | MANDATORY LANGUAGE – AMERICANS WITH DISABILITIES ACT OF 1990 |
| Statutory Reference: | Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. S121 01 et seq.) |
| Instructions Reference: | Statutory and Other Requirements VII-B |
| Description: | The Act prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities. |

The federal Americans with Disabilities Act of 1990 requires bid specifications and contracts to contain language that prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities.

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

| Addendum Number Receipt | Dated | Acknowledge (initial) |
|----------------------------|-------|------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

* No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

Signed _____

Name of Firm: _____

Address of Firm: _____

Date: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OPS Number: _____ Proposer: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,
AND
- is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Edison Housing Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

| | |
|---|-----------------------------------|
| Name: _____ Relationship to Proposer: _____ | |
| Description of Activities: _____ _____ | |
| Duration of Engagement: _____ | Anticipated Cessation Date: _____ |
| Proposer Contact Name: _____ | Contact Phone Number: _____ |

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____