



INVITATION TO BID

**Specifications and Contract Documents
For**

**GROUNDS MAINTENANCE AND
LANDSCAPING SERVICES**

**At Buildings Owned and/or Managed by the
Housing Authority of the Township of Edison**

**For Bid Information
Vincent M. Bufis**

Phone: 201-560-2891

Email: Bufis@BRConsultants.onmicrosoft.com

**For Site Information
See attached Contact List**

May 2026

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

BID COVER SHEET <i>Form PD001</i> <small>(Revised 11.13.2014)</small>	HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON		BID NUMBER: EHA 2026.05.26					
	INVITATION TO BID		DESCRIPTION OF SERVICES					
	<i>Direct Questions concerning this Bid to:</i> Deborah M. Hurley, Executive Director PHONE: 908-561-2525 ext. 213 DHURLEY@EDISONHA.ORG		GROUNDS MAINTENANCE & LANDSCAPING SERVICES					
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; font-size: small;">CONTRACT TERM</td> <td style="text-align: center; font-size: small;">BEGINNING</td> <td style="text-align: center; font-size: small;">ENDING</td> </tr> <tr> <td style="text-align: center;">2 YEARS</td> <td style="text-align: center;">06/01/2026</td> <td style="text-align: center;">05/31/2028</td> </tr> </table>	CONTRACT TERM	BEGINNING	ENDING	2 YEARS	06/01/2026
CONTRACT TERM	BEGINNING	ENDING						
2 YEARS	06/01/2026	05/31/2028						

GENERAL BID REQUIREMENTS

1. **SUBMISSION DEADLINE:** (no later than this date & time)

Date: Friday June 12th 2026	Time: 12:00 PM
NOTE: TIME IS OF THE ESSENCE. LATE OFFERS WILL BE REJECTED	

2. Mailing Address

PURCHASING DEPARTMENT
 HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON
 14 Rev. Samuel Carpenter Blvd.
 Edison, New Jersey 08820

3. The Proposal/Bid must conform to the specifications as outlined in the Invitation to Bid
4. Bids shall be enclosed in a sealed envelope addressed to the Housing Authority as noted above, with the description of Bid Item clearly indicted on the outside of the envelope
5. Bids must include all price information, typed or written in ink
6. Bid prices must remain valid and firm for 60 days after bid deadline
7. The Respondent must sign the Bid in ink and all corrections or alterations in units or prices must be initialed by the bidder in ink
8. The Respondent must provide proof of Liability Insurance as specified
9. **An Affirmative Action Certificate & Project Workforce Report** (form-AA201) may be required at contract awarding and during term of contract

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

CONTENTS OF BID PACKAGE Form PD002 (Revised 11.13.2014)	HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON	BID NUMBER:	EHA 2026.05.26	
	INVITATION TO BID		DESCRIPTION OF SERVICES	
	<i>Direct Questions concerning this Bid to:</i> Deborah M. Hurley, Purchasing Agent PHONE: 908-561-2525 ext. 213 DHURLEY@EDISONHA.ORG		Grounds Maintenance and Landscaping Services	
		CONTRACT TERM 2 YEARS	BEGINNING 06/01/2026	ENDING 05/31/2028

CONTENTS OF BID PACKAGE

#		NAME OF DOCUMENT
1	x	PUBLIC ADVERTISEMENT FOR INVITATION FOR BID MADE A PART OF THESE SPECIFICATIONS
2	X	BID DOCUMENT SUBMISSION CHECKLIST
3		SPECIFICATIONS EHA 2026.05.26 DATED MAY 2026 AS PREPARED BY HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON
4	X	BID FORM(S)
5	X	BIDDER'S AFFIDAVIT
6	X	AFFIDAVIT OF NON-DEFAULT
7	X	NON-COLLUSION AFFIDAVIT (MUST BE NOTARIZED)
8	X	STOCKHOLDER DISCLOSURE CERTIFICATION
9	X	AFFIRMATIVE ACTION AFFIDAVIT AND REGULATIONS (MUST BE NOTARIZED)
10	X	AFFIDAVIT FOR MINORITY BUSINESS ENTERPRISE (MUST BE NOTARIZED)
11		GENERAL CONTRACTOR AND SUBCONTRACTOR QUALIFICATION QUESTIONNAIRE (2 PAGE NARRATIVE INSTRUCTIONS)
12	X	GENERAL CONTRACTOR QUALIFICATION QUESTIONNAIRE (8 PAGES)
13	X	SUB-CONTRACTOR QUALIFICATION QUESTIONNAIRE (8 PAGES) **FOR EACH SUB-CONTRACTOR TO BE USED**
14		REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS TO BIDDERS (Form HUD 5369-A)
15		INSTRUCTIONS TO BIDDERS FOR CONTRACTS FOR PUBLIC HOUSING PROGRAMS (Form HUD 5369)
16		STANDARD TERMS AND CONDITIONS
17	X	STATEMENT OF COMPLIANCE WITH HUD DETERMINED PREVAILING WAGE RATES IN EFFECT ON BID OPENING DATE
18	X	PUBLIC WORKS CONTRACTOR REGISTRATION ACT CERTIFICATE (TO BE SUBMITTED BY CONTRACTOR AND EACH SUB-CONTRACTOR USED)
19	X	REFERENCES ATTACHMENT
20	X	CONTRACTOR & SUB-CONTRACTOR QUALIFICATIONS AND LICENSING REQUIREMENTS
21	X	NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (TO BE SUBMITTED BY CONTRACTOR AND EACH SUB-CONTRACTOR USED)
22		HUD DETERMINED PREVAILING WAGE RATES
23	X	ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA
24	X	CONFLICT OF INTEREST & POLITICAL CONTRIBUTION DISCLOSURE FORM
25		SECTION 3 REQUIREMENTS AND CERTIFICATION OF CONFORMITY
26	X	W-9 FORM (REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION)
27	X	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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

PRE-BID MEETING: NONE SCHEDULED

BID OPENING DATE: 12:00 PM ON FRIDAY, JUNE 12, 2026

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BID DOCUMENT SUBMISSION CHECKLIST Form PD003 (Revised 11.13.2014)	HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON	BID NUMBER:	EHA 2026.05.26	
	INVITATION TO BID		DESCRIPTION OF SERVICES	
	Direct Questions concerning this RFP/Bid to: Deborah M. Hurley, Purchasing Agent PHONE: 908-561-2525 ext. 213 DHURLEY@EDISONHA.ORG		Grounds Maintenance and Landscaping Services	
		CONTRACT TERM 2 YEARS	BEGINNING 06/01/2026	ENDING 05/31/2028

BID DOCUMENT SUBMISSION CHECKLIST

Page 1

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

	DOCUMENT NAME REQUIRED WITH SUBMISSION OF BID	INITIAL EACH ITEM SUBMITTED	
		VENDOR	EHA
X	STOCKHOLDER DISCLOSURE CERTIFICATION, PURSUANT TO N.J.S.A. 52:25-24.2 (P.L. 1977, c33)	_____	_____
X	A LISTING OF ALL SUB-CONTRACTORS AS REQUIRED BY N.J.S.A. 11-16, INCLUDING SUB-CONTRACTOR QUALIFICATION QUESTIONNAIRE (8 PAGE) FOR EACH SUB-CONTRACTOR USED	_____	_____
X	ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA (AS APPLICABLE) OF ANY NOTICE, REVISION OR ADDENDA TO AN ADVERTISEMENT, SPECIFICATION OR BID DOCUMENT	_____	_____

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

	DOCUMENT NAME REQUIRED WITH SUBMISSION OF BID	INITIAL EACH ITEM SUBMITTED	
		VENDOR	EHA
X	BID FORM(S)	_____	_____
X	NON-COLLUSION AFFIDAVIT	_____	_____
X	BIDDER'S CERTIFICATION	_____	_____
X	AFFIDAVIT OF NON-DEFAULT	_____	_____
X	AFFIRMATIVE ACTION AFFIDAVIT AND REGULATIONS	_____	_____
X	AFFIDAVIT FOR AFFIRMATIVE ACTION PLAN	_____	_____
X	AFFIDAVIT FOR MINORITY BUSINESS ENTERPRISE	_____	_____
X	GENERAL CONTRACTOR QUALIFICATION QUESTIONNAIRE, INCLUDING CERTIFIED CURRENT FINANCIAL STATEMENT REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS TO BIDDERS	_____	_____
X	STATEMENT OF COMPLIANCE WITH HUD DETERMINED PREVAILING WAGE RATES	_____	_____
X	REFERENCES ATTACHMENT	_____	_____
X	CONTRACTOR & SUB-CONTRACTOR QUALIFICATIONS, LICENSING REQUIREMENTS, INCLUDING PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE	_____	_____
X	BUSINESS REGISTRATION CERTIFICATE, PURSUANT TO P.L. 2004, c57 (MUST BE SUBMITTED FOR THE CONTRACTOR AND EACH SUB-CONTRACTOR USED)	_____	_____
X	CONFLICT OF INTEREST & POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION	_____	_____
X	W-9 FORM (REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION)	_____	_____
X	SECTION 3 REQUIREMENTS & CERTIFICATION OF CONFORMITY	_____	_____
X	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	_____	_____
See Specs for additional Documents that may be required.			

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BID DOCUMENT SUBMISSION CHECKLIST

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TO BE COMPLETED BY RESPONDENT

Please Type or Print in Ink

Firm Name and Address: _____

Federal Taxpayer ID Number

Telephone Number (24 hour #)

E-Mail Address

Fax Number

Signature of the Respondent attests that the Respondent has read, understands and agrees to all terms, conditions, plans and specifications set forth in this Invitation for Bid, including all addenda

ORIGINAL Signature of Respondent

PRINT/ TYPE NAME & TITLE

DATE

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HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

For Insertion: Monday, June 1, 2026

INVITATION TO BID

The Edison Housing Authority will be receiving sealed bids for:

Grounds Maintenance and Landscaping Services at Robert E. Holmes Gardens, 14 Rev. Samuel Carpenter Blvd, Edison, NJ and Julius Engel Gardens, Willard Durham Drive, Edison, NJ in accordance with specifications EHA 2026.05.26.

The bid opening will be held at **12:00 PM prevailing time on Friday June 12, 2026**, at the Edison Housing Authority office located at office of the Edison Housing Authority, 14 Rev. Samuel Carpenter Blvd., Edison, New Jersey 08820, at which time they will be opened and publicly read. LATE BIDS WILL NOT BE ACCEPTED. PHOTOCOPIES, FACSIMILIES OR EMAILS OF THE BID DOCUMENTS WILL NOT BE ACCEPTED IN LIEU OF THE ORIGINALS.

Bid packages 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 8:30 a.m. and 4:30 p.m. beginning, **Monday, June 1, 2026**.

ADDITIONALLY, pursuant to N.J.S.A. 40A: 11-23 a hard copy of each bid MUST also be mailed, or hand delivered:

- 1) on original forms, as made available electronically, in a sealed envelope no later than the date and time outlined in the bid documents.
- 2) addressed to the Edison Housing Authority as noted below
- 3) bearing the name and address of the bidder on the outside
- 4) clearly marked "BID" with the name of the item(s) being bid

**Edison Housing Authority
14 Rev. Samuel Carpenter Boulevard
Edison, NJ 08820**

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

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

by: Vincent M. Bufis Purchasing Agent

Deborah Hurley
Executive Director
Edison Housing Authority

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PROCUREMENT SCHEDULE

ACTIVITY	DATE
Issuance of Request for Bid	Monday, June 1, 2026
Pre-Bid Meeting	None
Last Day for Request for Clarification	None
Bid Opening Date	Friday June 12, 2026 at 12:00 pm

INTRODUCTION AND GENERAL INFORMATION

The Housing Authority of the Township of Edison (hereafter "Authority") is soliciting Sealed Bids from interested persons and/or firms for the provision of **Grounds Maintenance and Landscaping Services at Robert E. Holmes Gardens, 14 Rev. Samuel Carpenter Blvd, Edison, NJ and Julius Engel Gardens, Willard Durham Drive, Edison, NJ.**

The Authority reserves the right to add additional contractors, at the Authority's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the Authority's needs or to ensure adequate completion on any project or task order work.

Through the Sealed Bid process described herein, persons and/or firms interested in assisting the Authority with the provision of such services must prepare and submit a Sealed Bid in accordance with the procedure and schedule in this request of bid. The Authority will review and evaluate all bids submitted in order to determine if they have met all of the requirements herein and if they are responsive and responsible based on the inclusion of all the information required to be included as described herein. The Authority intends to award a contract to the lowest responsive and responsible bidder(s).

GENERAL INSTRUCTIONS

1. SUBMISSION OF BIDS

- A. Sealed bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. A hard copy of each bid MUST be submitted on the original forms attached, in a sealed envelope
 - 1) addressed to the Purchasing Department of the Housing Authority of the Township of Edison
 - 2) bearing the name and address of the bidder on the outermost envelope or packaging

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- 3) clearly marked "BID" with the name of the item(s) being bid
- 4) provide one original copy of the bid documents

C. It is the bidder's responsibility to see that bids are presented to the Purchasing Department on the hour and at the place designated. Bids may be hand delivered or mailed; however, the Authority disclaims any responsibility for bids forwarded by regular mail or common carrier/courier. Respondents are cautioned that reliance on the US Postal Service, other mail delivery, and or courier service for timely delivery of submissions is at their own risk. Failure by the Respondent's submission to reach the Purchasing Department of the Authority's designated official by the prescribed date and time will result in a return of the unopened submission. Mailed and common carrier/courier submissions should allow for normal mail delivery time and internal circulation within the Authority to ensure the timely receipt of their submissions by the Authority Purchasing Department designated official. The Respondents are put on notice that it is their sole responsibility to confirm that their bid was in fact delivered to the Authority's Purchasing Department designated official prior to the designated opening time. The Respondents shall not rely on a receipt from a common carrier/courier or any other proof of delivery as confirmation of delivery. The designation in B. above must also appear on the outermost envelope or packaging of all mailed bids.

Bids may be withdrawn upon receipt of a bidder's written request prior to the time fixed for the bid opening. A bidder's right to withdraw a bid is lost after a bid has been opened. If an error has been made in the bid amount, request for relief from a bid may be made in writing to the Contracting Officer of the Authority. The written request shall be signed by an authorized corporate officer. A determination of whether the bidder will be released shall be at the sole discretion of the Authority, who shall issue a finding within five working days of receipt of all pertinent information relating to such request for relief.

- D. The Authority reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.
- E. The Authority reserves the right to suspend or terminate the procurement process herein described at any time (at its sole discretion). If terminated, the Authority may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
- F. More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.
- G. The information in each submission may be subject to public disclosure pursuant to State and Federal law.
- H. Submissions will be held confidential during the bid process until such time as the final contract is executed, upon such time the bid submittals may be subject to the Open Public Records Act for non-proprietary information.
- I. It is the responsibility of the prospective vendor to indicate what submitted information is proprietary.
- J. All submissions will become the property of the Authority.

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- K. Submitted packages will not be returned to respondents.
- L. The preparation of a response shall be at the expense of the respondent. The Authority will not reimburse firms for any costs associated with the preparation or submittal of a response.
- M. Firms have the responsibility to list all exceptions (deviations) to the technical specification of the solicitation requirements; if a firm does not list exceptions, it is implied that the specifications as listed, are being bid. By responding to this request, firms acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.

Bid proposals based upon the specifications, general, special and supplementary conditions and bulletins shall be deemed as having been made by the contractor with full knowledge of the conditions therein. Bidders are strongly encouraged to visit the site(s) prior to submitting bid proposals for the work herein described, and to have thoroughly examined the conditions under which the contract is to be executed, including those reasonably observable conditions of the premises which would hinder, delay, or otherwise affect the performance of the contractor required under the terms of the contract. The Authority will not allow claims for additional costs resulting from contractor's failure to become aware of the reasonably observable conditions affecting its required performance. Each bidder is required to make appropriate allowances in the preparation of their bid for accommodations of such conditions. Bidders warrant in the bid documents that the bidder is familiar with conditions existing at the site(s) at the time the bid is submitted.

- N. Submissions which, in the sole judgment of the Authority, fail to meet the requirements of this request or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected. The Authority reserves the right to deny award to any bidder that is not clearly responsible, based upon experience, past performance, financial capability, or other material factors, to perform the work required herein. Bid proposals not submitted and filed in accordance with instructions contained herein and in the advertisement for bids, may be rejected as non-responsive.
- O. Proposers assume sole responsibility for the complete effort required in this request for bid. No special consideration shall be given after responses are opened because of a responder's failure to be knowledgeable of all the requirements of this request. By submitting a response to this offering, the vendor represents that it has satisfied itself, from its own investigation, of all the requirements of this request for bid.
- P. The specifications will be considered as clear and complete unless written attention is called to any discrepancies before the opening of bids. No verbal instructions or information to bidders will be binding. Protest of restrictive specifications or improprieties in the solicitation by any interested party, must be received by the Procurement Department of the Authority, in writing, not less than three (3) working days before the closing date for receipt of submissions.
- Q. The proposal submitted by the vendor shall be binding on the vendor.

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- R. The Authority has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Contracting Officer of the Authority shall provide advanced, written notice to the vendor.
- S. Upon receipt of such written notice, the vendor will submit, within ten (10) working days to the Contracting Officer of the Authority, an itemization of the work effort already completed by task or subtasks. The vendor shall be compensated for such work effort according to the applicable portions of its cost proposal.
- T. The Authority reserves the right to cancel this contract with thirty (30) days written notice to the vendor with or without cause.
- U. The Authority may consider the reputation and experience of the vendor and information that might result in debarment or suspension of the vendor from contracting with the State of New Jersey or any public agencies. A vendor that has been debarred or suspended by New Jersey, or any other State, or related agencies will be disqualified.

2. **BID SECURITY**

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

BID GUARANTEE

NOT APPLICABLE TO THIS CONTRACT

CONSENT OF SURETY

NOT APPLICABLE TO THIS CONTRACT

PERFORMANCE BOND

NOT APPLICABLE TO THIS CONTRACT

3. **QUOTATIONS, BIDS AND FORMS**

- A. The Housing Authority of the Township of Edison is exempt from any local, state or federal sales, use or excise tax. The Authority will not pay service charges such as interest or late fees.
- B. Bids must be signed in ink by the bidder, all quotations shall be made with a typewriter or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.
- C. If a Firm cannot bid on all items, the bidder should mark the items on which there is no bid with the words "no bid". Care should be taken that all amounts on the bid form are correct. Extensions should be checked to ensure their accuracy.
- D. Failure to sign and give all information in the bid may result in the bid being rejected.
- E. The inability of any bidder to quote on all items listed in this solicitation will not preclude consideration of his/her bid.
- F. Carelessness in quoting prices or in preparation of the bid will not relieve the bidder from performance of the services required by these bid documents.
- G. Estimated quantities. (Open-Ended Contracts, Purchase as Needed). The Authority has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be

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different that that submitted for bidding. The right is reserved during the life of the contract to decrease or increase the quantities specified in the specifications pursuant to Statute. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**

- H. Insert prices for furnishing all of the material described. Prices shall be met including all transportation charges fully prepaid by the contractor (F.O.B. destination, freight prepaid) and placement as designated by the Authority. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors' convenience when a single shipment is ordered.
- I. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No modifications or explanations of any bid will be allowed after the same is sealed and delivered to the Authority. No bid shall be withdrawn for a period of 60 days after the bids are received.
- J. All forms shall be completed and attached in the bid proposal. *BIDDER IS ALERTED TO THE BID DOCUMENT CHECK LIST PAGE.*
- K. All formal solicitations are opened and read publicly at the Authority's main office building in the presence of any parties bidding or their agents who are then and there present, and shall also make proper record of the prices and terms upon the tabulation worksheets. Bids delivered later than the advertised or specified due date and time will not be accepted and will be returned to the sender unopened.
- L. All submissions shall be evaluated by the Contracting Officer and members of the Evaluation Committee. An award shall be made to the lowest responsive and responsible bidder providing a submission that results in the lowest ultimate cost to the Authority.
- M. In determining the responsiveness of a bid submission, the Contracting Officer will review the bidder's response as to its conformity with all state requirements of the bid solicitation. Once a bidder is determined responsive, bids will be reviewed as to price and value consideration of their comparative products as normally stated within the technical specifications section of the solicitation.
- N. Bidder responsiveness is considered prior to any award recommendation. Past performance histories are considered and any requested bidder references are checked.

4. INTERPRETATIONS AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications by the Authority. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Contracting Officer. In the event the bidder fails to notify the Authority of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder as to the meaning of any of the contract documents or be effective to modify any of the provisions of the specifications and contract documents. Every request for an interpretation shall be in writing, addressed to the Contracting Officer, Deborah M. Hurley and forwarded/emailed to her at DHurley@edisonha.org. To be given

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consideration, written requests for interpretation must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders in accordance with Statute. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The Authority's interpretations and corrections thereof shall be final.

- D. All addenda issued prior to date of receipt of bids shall become part of the contract documents and included in bid prices.
- E. Bidders are required to complete and return the form acknowledging receipt of changes to bid documents.
- F. The Housing Authority of the Township of Edison's interpretation of the meaning and intent of these bid documents and the contract shall be final and conclusive.
- G. In case of any discrepancy between any of these items, the one with more specific language takes precedence over any with general language and the one that is more stringent take precedence over the one that is less stringent.
- H. Bidders are advised that no claim for expenses incurred or damages sustained as a result of any error, discrepancy, omission, or conflict in the contract documents shall be recognized by the Authority unless, and only to the extent that, a written request for interpretation, clarification or correction has been submitted in compliance with this section and provided the matter has not been addressed by the Authority through the issuance of a bulletin interpreting, clarifying or correcting such error, discrepancy, omission or conflict.
- I.
 - 1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 - 2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail.
 - 3. In the event there is an error of the summations of the extended totals, the computation by the Authority of the extended totals shall govern.

5. **BRAND NAMES, STANDARDS OF QUALITY, PATENTS**

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

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deliberations, meets its requirements. If the bidder fails to submit evidence of equivalency with the bid submittal, it will be cause for rejection of the bid.

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

6. AWARD OF BID

- A. The Authority reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities as may be permitted by law, and when such waiver is in the best interest of the Authority, and to award in whole or in part to the lowest responsive and responsible bidder(s) if it is in the best interest of the Authority to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or corrections in the price sheet may be rejected; any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond and surety bond shall be rejected; the Authority also may reject the bid of any bidder which, in the Authority's judgment, is not responsible or capable of performing the contract obligations based on financial capability, past performance, or experience. A bidder whose bid is so rejected may request a hearing before the Authority by filing a written notice.
- B. Pursuant to N.J.S.A. 40A:123.3 a bidder may:
 - a. request withdrawal of a public works bid submitted, due to a mistake on the part of the bidder, within five (5) business days after bid opening. As used in this section, a "mistake" shall have the same meaning as provided in paragraph 42 of section 2 of P.L. 1971, c.198 (C.40A11-2).
 - b. to request the withdrawal of a public works bid, a bidder shall submit a request for withdrawal in writing by certified or registered mail to the address to which the bid was submitted. The request shall be effective upon mailing. The request shall include evidence, including any pertinent documents, demonstrating that a mistake was made and was of so great a consequence that:
 - 1) the enforcement of the contract, if actually made, would be unconscionable;
 - 2) the mistake relates to a material feature of the bid;
 - 3) the mistake occurred notwithstanding the fact that the bidder exercised reasonable care in preparation of the bid; and
 - 4) the bidder making the mistake is able to get relief by way of withdrawing the bid without serious prejudice to the Authority, except for the loss of the bargain to the Authority.
 - c. the purchasing agent, legal counsel or other administrative officer or authorized agent of the Authority, shall review the request for bid withdrawal. No later than the next meeting of the Authority's Board of Directors following receipt of the withdrawal request, the individual responsible for reviewing the request shall

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- make a recommendation to the Authority's governing body concerning the disposition of the request. The governing body shall act upon the request to withdraw the bid no later than at its next regular meeting.
- d. the purchasing agent, legal counsel or other administrative officer or authorized agent of the Authority responsible for reviewing the request pursuant to subsection b. of this section, shall act in good faith in reviewing the request and in making a recommendation to the governing body concerning the disposition of a request to withdraw a bid.
 - e. the Authority shall return a bid guarantee to the bidder once the decision to approve the withdrawal is made, and the Authority shall continue the award process with the remaining bids.
 - f. if a bidder withdraws a bid, the bidder shall be disqualified from future bidding on the same project, including whenever all bids are rejected pursuant to section 21 of P.L. 1999, c.440 (C40A:11-13.2).
- C. The Authority further reserves the right to award each item separately to the lowest responsive and responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the Authority's opinion best serves the interest of the Authority. Without limiting the generality of the foregoing, the Authority reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.
 - D. The Authority reserves the right to award equal or tie bids at its discretion to any one of the tie bidders.
 - E. The Authority reserves the right to reject a bidder at any time prior to the signing of a contract, if information or data is obtained which, in the opinion of the Authority, adversely affects the responsibility and/or the capability of the bidder to undertake and to complete the work, regardless of the bidder's previous qualification or classification. The Authority may conduct any investigation as it deems necessary to determine the bidder's responsibility and capacity, and the bidder shall furnish all information and data for this purpose as requested by the Authority.
 - F. Should the bidder to whom the contract is awarded fail to enter into a contract within the timeframe allowed under Statute, the Authority may then, at its option, accept the bid of the next lowest responsible bidder.
 - G. The effective period of this contract will be for two (2) years unless otherwise noted in the specifications. Continuation of the terms of this contract beyond the first year is contingent upon availability of funds in the following year's budget. In the event of unavailability of such funds, the Authority reserves the right to cancel this contract.
 - H. Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.
 - I. In executing a contract, the successful bidder agrees to perform the required work in a good and workmanlike manner to the reasonable satisfaction of the Authority, and to complete all work within the number of calendar days specified in its contract.

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7. NEW JERSEY PREVAILING WAGE ACT (When Applicable)

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

8. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

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

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

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

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

<https://www.nj.gov/labor/wageandhour/>

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

All questions regarding registration shall be addressed to: Contractor Registration Unit
New Jersey Department of Labor Division of Wages & Hour Compliance P O Box 389
Trenton NJ 08625-0389 Telephone: 609-292-9464 Fax: 609-633-8591

9. **NON-COLLUSION AFFIDAVIT**

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

10. **NON-DISCRIMINATION**

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

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

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

Procurement, Professional and Service Contracts

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

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

Construction Contracts

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

https://www.state.nj.us/treasury/contract_compliance/

for any contract award that meets or exceeds the bidding threshold.

12. **WORKER AND COMMUNITY RIGHT TO KNOW ACT**

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34.51 et

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seq., and N.J.A.C. 5:89-5 et seq.)). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) aka hazardous substance fact sheet, must be furnished.

13. **STATEMENT OF CORPORATE OWNERSHIP**

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

Failure to comply and supply this information with your bid, shall be cause for rejection of the bid/proposal.

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

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit, when required, a Performance Bond and Labor and Material Payment Bond in the amount of the open balance of the contract. The contractor shall not assign all or any part of this contract without written consent of the Authority. Money due (or to become due) the contractor hereunder shall not be assigned for any purpose whatsoever.

15. **INSURANCE AND INDEMNIFICATION**

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

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

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

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

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

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

B. General Liability Insurance

This insurance shall have limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$2,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

C. Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

D. Certificates of the Required Insurance

Within 48 hours of Contract award, the contractor shall provide the Authority with certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Said coverage shall remain in effect during the term of the contract. Such coverage shall with acceptable insurance

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companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

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

The contractor understands and agrees that he shall maintain such coverage for a period of not less than three (3) years following this contract/agreement expiration, termination or cancellation.

E. Indemnification

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

The Authority will not accept Mutual Limitation of Liability terms.

16. PAYMENT

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

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

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

17. TERMINATION

a) DEFAULT

Non-performance of the contractor in terms of specifications shall be a basis for termination of the contract by the Authority. The Authority may terminate the contract upon 30 days' written notice to the contractor. The Authority shall not pay for any services and/or materials which are unsatisfactory. The contractor may be given a reasonable opportunity before termination to correct the

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deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

b) **TERMINATION FOR DEFAULT**

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

c) **TERMINATION BY THE AUTHORITY**

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

18. **INDEMNIFICATION**

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

19. **ADDITIONS/DELITIONS OF SERVICE**

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

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

21. **ALTERING OFFICIAL DOCUMENT**

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

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22. **SPECIFICATIONS**

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Contracting Officer no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

23. **OWNERSHIP OF MATERIAL**

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

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

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

Provisions of law govern false claims and representation. It is a serious crime for the vendor to knowingly submit a false claim and/or knowingly make material misrepresentation. There are enhanced penalties for areas of false claims, bid rigging and bribery, gratuities and gifts; and conflict of interest. Please consult the statute for further information.

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

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

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

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

- 1) Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.

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- 2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
- 3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at: www.elec.state.nj.us.
- 4) if you have any questions please contact ELEC at 9-888-213-ELEC (3532) (toll free in NJ) or 609-292-8700

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

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

28. **FORCE MAJURE**

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

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

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

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

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

32. **FIRM FIXED CONTRACT**

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

33. **W-9**

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

34. **HIPPA (If Applicable)**

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

The contractor shall:

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

35. **PUBLIC EXIGENCY (EMERGENCY)**

In the event of a Public Emergency declared at the Local, State or Federal Level, if the Authority opts to extend terms and conditions of this bid, the contractor agrees to extend the terms and conditions of this bid, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet his requirement, the Authority may solicit the goods and/or services from any bidder on this Contract.

36. **SOURCE OF SPECIFICATIONS/ BID PACKAGES**

Official Authority bid packages for routine goods and services are ONLY available electronically on the Authority's official Bidnet Direct landing page using the links provided in advertisement.

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

Notice of all addenda shall be advertised in The Record. All prospective bidders who already picked up bid packets shall be provided with a copy of the issued addendum according to statute requirements. Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. The Authority is not responsible for third party supplied specifications.

37. **EMPLOYEE WAGE REPORTING (When Applicable)**

The contractor and any subcontractor thereof engaged under a contract pursuant to this specification is subject to and shall comply with the provisions of N.J.S.A. 34:11-68 with respect to record keeping of all individuals engaged in the collection or

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transportation of solid waste or recyclable material, excluding recycled or reclaimed asphalt or concrete, collected under this Contract.

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

38. **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

P.L. 2012, c.25 prohibits State and Local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

END OF INSTRUCTIONS TO BIDDERS

SPECIFICATIONS

1. DUTIES OF CONTRACTOR

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 June 2026. (2) Spring clean-up, (2) Fall cuttings and clean-ups that are spread two weeks apart and ends May 31, 2028. This is a two-year contract beginning June 2026 to May 31, 2028.

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.

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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. (2) 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.

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 June 1, 2026 to May 31, 2028.

2. DESCRIPTION OF REQUIRED SERVICES

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

a. SPRING AND FALL CLEAN-UP

(2) Spring weeding and clean-up of all lawns and grounds shall be undertaken and completed within (15) days of the start of the contract period and or end of the contract. 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.

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b. SPRING LIMING

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

c. WEED, INSECT AND FUNGUS CONTROL

Herbicide, insecticide and fungicide are to be used, Balan for crab grass control, Oflanol 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.

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

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 May 1, 2026, to May 31, 2028. If a change order is issued to extend the contract, the monthly price will be based on the existing contract monthly prorated prices. In addition, if there is a request for a clean-up or cut due to weather conditions, or urgent need, contractor shall perform duties at the rate that has been provided in the proposal/contract.

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.

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

2.0 **CONTRACT TERM**

The effective period of this Contract shall be for Two (2) years, commencing on or about June 1, 2026, provided that the Contract has been executed by the Authority. The Authority may elect to extend this Contract for no more than one additional one-year period, for a total of Three (3) years. The Authority will notify the contractor of its intentions no less than 30 calendar days prior to the termination date of the Contract period. The contractor must agree to the extension.

2.1 TERMINATION

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

3.0 **CONTRACT PRICE**

The Authority will pay the contractor each month during the term of this Contract the sum bid for the full faithful performance of the services herein required of the contractor. The Authority will not pay the contractor for any services that the contractor has failed to provide or for unsatisfactory work.

4.0 **HOURS AND MANNER OF WORK**

4.1 Scheduled Maintenance and Repair Work, and Preventive Maintenance Work: The contractor shall perform all scheduled maintenance work, repair work, and preventive maintenance work under this Contract, during normal business hours of 8:00 a.m. to 4:30 p.m. Monday to Friday, excluding Authority Holidays. After hours service shall be work performed after 4:30 p.m. and before 8:00 a.m. the next morning. Weekend and Holiday shall be work performed during Saturday, Sunday, or during any Authority Holiday. Service shall be made available to the Authority 365 days per year, 24 hours per day.

4.2 Emergency and on-call service: In response to all calls for immediate service, both on-call and emergency in nature, the contractor's qualified technician shall arrive at the Authority specified location within two (2) hours after the contractor has been notified, 24 hours per day, seven days per week, including weekends and holidays. The Contracting Officer, Purchasing Agent, other Purchasing Department staff, as well as Property Managers and other field staff are the Authority's representatives who are authorized to determine whether immediate and/or emergency service is required or whether a particular condition constitutes an emergency. The contractor shall always give preferential service to the Authority.

4.3 Under certain circumstances, at the Authority's discretion and to facilitate the operation of all its locations, the Authority may request that certain emergency service or repair work covered under this agreement be performed on overtime instead of during regular hours. In such cases the Authority shall pay the contractor for the overtime labor charges.

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

- 4.4 The contractor's mechanics shall complete a separate detailed service report for each system element for which service was given, including preventive maintenance, repair and emergency. The report shall include the date, location within the facility, system, and element description, specific preventive maintenance performed, problem(s) found, actions taken, parts used, starting and ending times, and further work required. The report shall be signed by the mechanic and submitted by him to the Authority staff for a signature acknowledging receipt of the report. A copy of each service report shall be submitted by the contractor with the monthly invoice. The contractor's mechanics shall log in at the building office before beginning and shall log out after completing work. In the event that the building office is closed, the transactions described above shall be relayed by phone to the Property Manager or building Superintendent.
- 4.5 Removal from service of systems, equipment or system elements and components shall be coordinated with and approved by the Property Manager or their designee(s). The contractor's representative(s) shall not leave the premises unless and until all systems and components are fully operational, except when approved by the Property Manager. In the event that the contractor finds it necessary to make a temporary repair in order to restore a component or system to service, then the contractor shall indicate the temporary nature of the repair on the service ticket and shall return within 24 hours to make a permanent repair.
- 4.6 The contractor shall ensure that all work is accomplished meeting the best standards in the industry. Work shall be high quality, professional and reliable. Should the contractor fail to provide satisfactory service in a timely manner as required, the Authority may complete the work through other means and deduct the cost from monies due the contractor. In such an instance the contractor shall be responsible for any costs in excess of monies due the contractor. Should the contractor fail to provide routine maintenance or repairs as required, the Authority shall deduct accordingly from the next payment due the contractor.
- 4.7 The contractor shall agree that the components, parts, equipment and services furnished under this Contract shall be covered by the most favorable commercial warranties that the contractor gives to any customer, and that the rights and remedies provided herein are in addition to, and do not limit, any rights afforded to the Authority by any other provision of this Contract. The contractor shall guarantee all work and all components, parts and equipment for a period of no less than one (1) year after acceptance by the Authority.
- 4.8 The Authority may, from time to time, direct the maintenance of additional equipment or replacement equipment, of equal or better quality.
- 4.9 The contractor is expected to be fully equipped to complete all work required under this Contract. However, should the contractor complete, and the Authority execute, a Hold Harmless Agreement (Exhibit III) the contractor may from time to time be permitted the use of certain Authority-owned equipment, contingent upon availability and prior arrangement.

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

5.0 **AUTHORITY'S RIGHT TO INSPECT AND REQUIRE WORK**

The Authority reserves the right to make such inspections and tests whenever necessary to ascertain that the requirements of this Contract are being fulfilled. Deficiencies noted shall be promptly corrected by the contractor.

6.0 **COMPLIANCE WITH LAWS**

- 6.1 In the performance of this Contract, the contractor shall abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities having jurisdiction in the location where the work is to be performed.
- 6.2 The contractor shall make periodic tests and maintenance inspections of all systems and components as required by current applicable safety and maintenance codes. Written, detailed reports of said tests shall be submitted to the Authority and prior notifications shall be given so that a representative of the Authority may witness said test or tests.
- 6.3 The contractor shall continuously maintain all systems and components in such a way that they are fully compliant with all applicable codes and standards. Upon receipt of a copy of a Notice of Violation issued to the Authority, the contractor shall abate the cited violation(s) promptly, but no later than the "abate by" date noted in the Notice of Violation. Upon completion of all work to abate violations, the contractor shall notify the Authority in writing that all violations have been abated. In the event that the contractor requires additional time to abate a violation, the contractor shall, within the time allowed by code, prepare an application for an extension of time in which to abate violations and submit it to the Authority for approval and forwarding it to the authority having jurisdiction.
- 6.4 Where conflict among the compliance requirements or with these specifications exists, the most stringent requirements shall be utilized.
- 6.5 The most recent edition of any relevant regulation, standard, document, or code shall be in effect.

7.0 **EMPLOYEES OF CONTRACTOR TO BE SATISFACTORY**

- The contractor shall employ qualified, competent, full time craftsmen in their respective lines of work. The Authority may require evidence that all employees have received sufficient training to execute the work. The contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the task assigned.
- 7.1 The contractor agrees that all work shall be performed by and under the supervision of skilled, experienced, certified, service and repair technicians/mechanics directly employed and supervised by the contractor. As proof, the contractor shall submit with this bid a brief resume of similar contracts that the contractor has successfully serviced in the past, together with references. In addition, the contractor shall submit with this bid a brief resume of each technician/mechanic who may be assigned to work under this Contract, along with certificates and other supporting documentation, demonstrating completion of appropriate training as well as specific training by the manufacturers of each of the systems and major components included in this Contract. Subsequently, the contractor shall submit similar resumes for any additional

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

employees prior to their assignment to this Contract. Any and all employees performing work under this Contract shall be satisfactory to the Authority. The contractor and its employees shall be experienced and qualified in the service and repair of the particular brands and types of systems included in this contract, and shall be equipped with the necessary analytical, diagnostic, and repair equipment required for each and every such system. The contractor and its employees shall be capable of accessing the particular brands and types of systems and components included in this Contract through software programs and any special and/or proprietary diagnostic or troubleshooting programs that may be required and/or available. The contractor and its employees shall also be able to access the particular brands and types of systems and components included in this Contract through software programs to initiate changes and upgrades and shall have immediate access to all parts and retro-fit devices regardless of manufacturer, as well as the ability to obtain them without delay.

- 7.2 The contractor shall employ technicians who are certified in their specific crafts and shall submit proof of certification with the bid.
- 7.3 No one, except authorized employees of the contractor who have been pre-approved by the Authority, shall be admitted to any Authority building to work under this Contract.
- 7.4 Inasmuch as work under this Contract requires access to Authority buildings, each employee of the contractor will be required to submit a background and criminal check prior to being assigned under this Contract. The contractor shall not assign any employee who is not approved in advance.

8.0 **EXTENT OF THE WORK**

The Authority will not be responsible for, nor have control or charge of work means, methods, techniques, sequences of procedures, or safety precautions and programs as they pertain with such work. The Authority will not be responsible, nor have control or charge of, the acts or omissions of the contractor, subcontractors, or any of their agents or employees, or any other person performing any of the work.

The contractor shall be responsible to the Authority and to any separate contractors and/or consultants for the acts, errors and omissions of its employees, subcontractors and their agents and employees that injure, damage or delay such other contractors and/or consultants in the performance of their work. The contractor shall be responsible for all damage or destruction caused directly or indirectly by its operations to all parts of the work, both temporary and permanent, and to all adjoining property. The contractor shall, at its own expense, protect all furnished work and keep the same protected until the project (or identifiable portions thereof, that are declared as substantially complete and being used) is completed and accepted. The contractor shall be responsible for safety and for any damage or injury which may result from the contractor's failure or improper construction, maintenance or operation.

The contractor shall be responsible for regular, systematic execution of the work items included in this Contract.

- 8.1 In performing the work, Contractor agrees to provide only new, unused, genuine parts that are recommended and/or approved by the manufacturers of the equipment for

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

- replacement or repair, and to use only those lubricants obtained from and/or recommended or approved by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approved by the Authority. Parts requiring repair shall be rebuilt to an "as new" condition. No parts or equipment covered under this contract may be permanently removed from the job site without the express approval of the Authority.
- 8.2 Unless otherwise specified herein, all goods and services shall be guaranteed and warranted for a period of twelve (12) months from the date of delivery, including parts and labor except damage caused by misuse, vandalism or acts of God. All warranties provided by the manufacturer shall also be effective and in addition to the above stated warranty provided by the contractor.
- 8.3 The contractor shall furnish all parts and components at the markup stated in the contractor's bid proposal. The contractor shall submit the manufacturer's or supplier's dated, and itemized invoice with each invoice submitted.
- 8.4 The contractor shall clean and maintain the interior and exterior of all equipment free of dirt, dust, rust, lubricants (except as required), oily build-ups and other debris. The contractor shall not store parts, tools, supplies, equipment, or any other items on Authority premises unless first approved by the Authority.
- 8.5 The Authority recognizes that many of the components within the systems covered by the contract may be obsolete and/or unavailable. The contractor shall use its best efforts to locate replacement parts equivalent in nature but from other sources.
- 8.6 The contractor shall be responsible for the cost of all parts and labor made necessary by the contractor's failure to perform under this contract, or by the contractor's poor performance.
- 9.0 **PERFORMANCE**
- 9.1 In accomplishing the above requirements, the contractor shall maintain system performance that is characterized by smooth movement, soft starts and stops, positive engagements and disengagements, video and audio clarity, accuracy, absence of failure, and continuous and consistent reliability. These performance expectations are minimum standards and are not the sole criteria for judging the contractor's performance.
- 9.2 Contractor shall perform all services required within these specifications. All services shall be performed in the highest professional manner, and in accordance with all applicable current industry standards, regulations, codes and statutes. Unless the means or methods of performing a task are specified elsewhere in this Contract, contractor shall employ methods that are generally accepted and used in the industry.
- 9.3 All work shall comply with applicable New Jersey Statutes and any other local, state, federal and industry regulation or standard applicable to the type of work being performed under scope of the Contract.
- 9.4 The Authority reserves the right to have any contractor employee removed if the employee fails to perform within the requirements of this Contract. The contractor shall replace the excluded employee at the earliest possible date following removal.

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

- 9.5 Once an employee is removed for failure to perform, that employee shall not be used to service this Contract at any time during the term of the Contract without permission from the Contracting Officer of the Authority.
- 10.0 **SPECIAL CONDITIONS**
- 10.1 The contractor shall conspicuously post a preventive maintenance schedule and maintain a work log in a location within each building, as designated by the Authority. The log shall include all entries for routine preventive maintenance and repairs, including supervisor's surveys. Entries shall include the date work is completed, mechanic's or supervisor's name, brief description of work completed (including system and equipment serviced) and the approximate time required for the work. The Authority may inspect and copy the log and maintenance schedule at any time.
- 10.2 Neither this Contract nor any interest therein nor claim there-under shall be assigned or transferred by the contractor except as expressly authorized in writing by the Authority. No Contract shall be made by the contractor with any other party for furnishing any of the work or services herein without the written approval of the Authority.
- 10.3 The contractor shall be responsible for initiating, maintaining and supervising all required safety precautions and programs associated with the work. The contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be competent to review, implement and coordinate the safety programs being performed as required by OSHA or any other agency having authority over safety on the site.
- 10.4 The contractor acknowledges that it remains fully responsible for the proper performance of its contract regardless of whether work is performed by the contractor's own forces or by subcontractors engaged by the contractor. Nothing contained in the Contract documents shall create any contractual relationship between any subcontractors and the Authority. Further, no subcontractor or material supplier shall be deemed as intended third party beneficiary under this Contract.
- 10.5 Contractor signifies their understanding and agreement by signing a bid submittal, that the contract resulting from this bid will be a requirements contract. However, the contract does not guarantee any minimum or maximum number of purchase will be made. It only indicates that if purchases are made for the materials contained in the contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the Authority identifies a need and proper authorization and documentation have been approved.
- 10.6 Authority reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the Authority agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the purchase order. The Authority will not reimburse the Contractor for any cost incurred after receipt of Authority notice of cancellation, or for lost profits, shipment of product prior to issuance of purchase order, etc.
- 10.7 Contractor agrees to accept verbal notification of cancellation from the Authority's Contracting Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

- 10.8 in addition to all other remedies at Law or Equity, the Authority may offset from any money due to the Contractor any amounts Contractor owes to the Authority for damages resulting from breach or deficiencies in performance of the contract.
- 10.9 The validity, in whole or in part, of any provision of the contract shall not void or affect the validity of any other provision of the contract.
- 10.10 In the performance of the services described herein, the Contractor shall act solely as an independent Contractor, and nothing herein or implied herein shall at any time, be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the Authority and the Contractor.

11.0 **SECURITY CLEARANCES & CRIMINAL HISTORY RECORD FILE**

As a condition of performing work at any Authority locations and for purposes of determining a person's qualifications as a contracted personnel, the contractor shall provide a criminal history record background for all personnel or subcontracted personnel assigned to work at the Authority locations. Failure to comply with this requirement may result in immediate termination of any award or contract.

The contractor shall submit to the Authority a criminal history record for each employee. The contractor shall NOT permit any employee, newly hires, or otherwise, to work in any location until the contractor has furnished the results of the criminal history record background check to the Authority.

The vendor shall remove from Authority work place, any of its employees or subcontractors who are found to be unacceptable by the Authority. Such requests will not be unreasonable.

12.0 **EMPLOYEE INTERVIEWS AND CERTIFIED PAYROLL RECORDS**

The Authority, at its sole discretion shall periodically conduct Employee Interviews of a broad sampling of contractor workers to help ensure contractor compliance with labor standards provisions and the payment of prevailing wages to workers.

The Authority shall periodically request certified payrolls from contractor for work performed.

13.0 **LAWS**

This Contract shall be interpreted in accordance with the laws of the State of New Jersey.

14.0 **TIME**

Time shall be of essence in the performance of the terms of this Contract.

15.0 **Replacement parts or equipment not under warranty as a part of a service/maintenance Contract**

The terms of this bid do not bind the owner to an exclusive Contract with the contractor. The owner retains the right to price items competitively in the open market should the contractor:

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

- submit a cost estimate that substantially (10% or more) exceeds either the owner's estimate or current market price for equivalent parts or equipment
- cannot deliver and/or install within five (5) working days of receipt of order thus escalating a situation into an emergency procurement
- impose any restrictions or conditions not contained in the original specifications

16.0 **ALTERNATIVE DISPUTE RESOLUTION**

After the exhaustion of the administrative remedies provided by the Authority Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provide the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court for a determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation of the arbitrator(s).

Within ten (10) days of the completion of the hearing, the arbitrators shall render a decision;

Notify the parties that the exhibits are available for retrieval; and

Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorney's fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other disposition of the arbitrator(s) a nullity.

HOUSING AUTHORITY OF THE TOWNSHIP

BID FORM (page 2 of 2)

To: Purchasing/Contract Procurement Coordinator
Housing Authority of the Township of Edison
14 Rev. Samuel Carpenter Blvd.
Edison, New Jersey 08820

From: _____
Name of Bidder

Date: _____/_____/2026

Company Name

Address

Tele # _____

Email: _____

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

YEAR 1

Item a. 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 June 1, 2026 to May 31, 2027.

Item b. 1 Willard Dunham Drive FOR THE EDISON HOUSING AUTHORITY in the total sum of

_____ dollars (\$_____)

for the contract period of June 1, 2026, to May 31, 2027.

YEAR 2

Item a. 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 June 1, 2027 to May 31, 2028.

Item b. 1 Willard Dunham Drive FOR THE EDISON HOUSING AUTHORITY in the total sum of

_____ dollars (\$_____)

for the contract period of June 1, 2027, to May 31, 2028.

HOUSING AUTHORITY OF THE TOWNSHIP

BID FORM (page 2 of 2)

YEAR 3 (OPTIONAL YEAR)

Item a. 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 June 1, 2028 to May 31, 2029.

Item b. 1 Willard Dunham Drive FOR THE EDISON HOUSING AUTHORITY in the total sum of

_____ dollars (\$_____)

for the contract period of June 1, 2028, to May 31, 2029.

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

REFERENCES FORM

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

Reference # 1

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

Reference # 2

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

Reference # 3

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

HOUSING AUTHORITY OF THE TOWNSHIP

CONTRACTOR & SUBCONTRACTOR QUALIFICATIONS & LICENSING REQUIREMENTS

Project: Grounds Maintenance and Landscaping Services

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

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

Form EHA003

HOUSING AUTHORITY OF THE TOWNSHIP

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

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

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

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

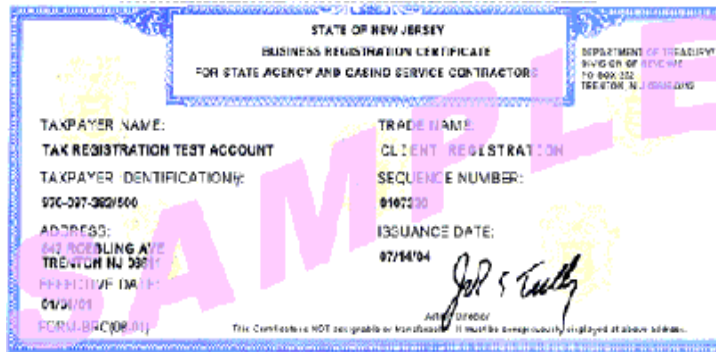
Construction Contracts (including public works related purchase orders)

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

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

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

HOUSING AUTHORITY OF THE TOWNSHIP



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

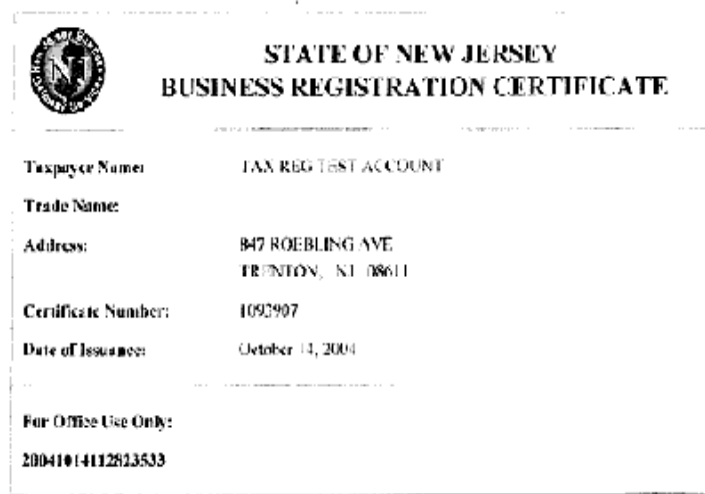
DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 332
TRENTON, NJ 08646

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#: 97C-027-382/500
ADDRESS: 847 ROEBLING AVE
TRENTON, NJ 08611
EFFECTIVE DATE: 01/01/01
FORM BRAC(08-01)

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

Any Director
John S. Kelly

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



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1092997
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

**THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES**

**FAILURE TO PROCESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
IS CAUSE FOR REJECTION OF YOUR PROPOSAL OR BID
REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH
THE HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON**

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

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

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

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

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

HOUSING AUTHORITY OF THE TOWNSHIP

AFFIDAVIT OF NON-DEFAULT

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

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

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the fact and circumstances which I think helps to qualify me as a responsible principal for participation in this project.

Firm Name: _____

Name: _____

Title: _____

Signature: _____

MUST BE NOTARIZED

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

HOUSING AUTHORITY OF THE TOWNSHIP

AFFIRMATIVE ACTION REGULATIONS

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

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

YES _____ NO _____

COMPANY NAME: _____

NAME: _____

SIGNATURE: _____

TITLE: _____

A. CONTRACTORS WITH 50 OR MORE EMPLOYEES NOTE:

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

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

OR

III. A Certificate of Employee Information Report Approval issued in accordance with Article 4 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c127;

OR

3. If the bidder cannot present "1" or "2" and the bidder has never applied for "2", the bidder is required to submit to the State Affirmative Action Office (a copy to accompany this bid proposal) a completed Employee Information Report (Form AA302). This form may be obtained at State Affirmative Action Office.

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

B. CONTRACTORS WITH LESS THAN 50 EMPLOYEES NOTE:

Bidders with less than 50 employees who are negotiating for a contract, as a precondition to entering into a valid and binding procurement or service contract with the Housing Authority of the Township of Edison, prior to recommendation of contract award is submitted to the Commissioners of the Housing Authority must complete the following affidavit in accordance with P.L. 1975,C.127.

Acknowledgment of Receipt of Addenda

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

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

ADDENDA NUMBER	DATE OF ADDENDA	DATE ADDENDA RECEIVED BY CONTRACTOR

No addenda issued

Signed: _____ Title: _____

Printed Name: _____ Date: _____

Company: _____

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

INSURANCE REQUIREMENT AND ACKNOWLEDGMENT FORM

And

HOLD HARMLESS / INDEMNIFICATION AGREEMENT

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

Acknowledgment of Insurance Requirement:

(Signature)

(Date)

(Printed Name and Title)

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

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

STATEMENT OF COMPLIANCE

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

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

EXHIBIT A
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.

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

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**.

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

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: _____

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

A.
EEO/ AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Housing Authority of the Township of Edison (hereafter "Authority") and Division of Public Contracts Equal Employment Opportunity Compliance (hereafter "Division"). During a review, Division representatives will review the Authority files to determine whether the affirmative action evidence has been submitted by the vendor/ contractor. Specifically, each vendor/ contractor shall submit to the Authority, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Authority and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes _____ No _____
If yes, please submit a copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Authority as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes _____ No _____
If yes, please submit a copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 fee and forward a copy of the form to the Authority. Upon submission and review by the Division, this report shall constitute evidence with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

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 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.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

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

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

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

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

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

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DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation 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 bid/ proposal or renew a contract:

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 New Jersey Turnpike 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 Housing Authority of the Township of Edison 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 Authority 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 Housing Authority of the Township of Edison, New Jersey and that the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

SAMPLE W-9

Form W-9 (Rev. December 2000) Department of the Treasury Internal Revenue Service	<h3 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h3>	Give form to the requester. Do not send to the IRS.
Please print or type	Name (See Specific Instructions on page 2.)	
	Business name, if different from above. (See Specific Instructions on page 2.)	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	List account number(s) here (optional)	
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2 . For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2. Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.		Part II For U.S. Payees Exempt from Backup Withholding (See the instructions on page 2.)
Social security number _____ or Employer identification number _____		
Part III Certification Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. person (including a U.S. resident alien).		
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)		
Sign Here	Signature of U.S. person	Date
Purpose of Form A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued). 2. Certify you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations. Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.		
What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding. If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if: 1. You do not furnish your TIN to the requester, or 2. You do not certify your TIN when required (see the Part III instructions on page 2 for details), or 3. The IRS tells the requester that you furnished an incorrect TIN, or 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only). Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate Instructions for the Requester of Form W-9 .		
Penalties Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect. Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty. Criminal penalty for falsifying information. Willingly falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment. Abuse of TINs. If the requester discloses or uses TINs in violation of Federal Law, the requester may be subject to civil and criminal penalties.		
Cat. No. 10231X		Form W-9 (Rev. 12-2000)

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are **LLC that is disregarded as an entity separate from its owner** (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other type of payments. You will be subject to backup withholding on all

such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Part II-For U.S. Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Part III-Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments, IRA or MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to

report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payees must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ⁴
5. Sole proprietorship	The owner ⁵
For this type of account:	Give name and EIN of:
6. Sole Proprietorship	The owner ⁶
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

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

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

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

1. Must be prepared to demonstrate that each of the listed subcontractors are qualified to perform the specified work for which they are listed in the bid. Each subcontractor must submit with the bid the enclosed (8) page subcontractor qualification questionnaire included in this bid, as well as copies of all pertinent licenses, qualifications, a current public works contractor registration act certificate and a business registration certificate. **Should any Subcontractor information not be provided as noted above, shall render the bid non-responsive.**
2. Must provide evidence of performance security for each subcontractor with the bid. The evidence of performance security shall, for the purpose of statutory and administrative compliance consist of documents (such as consent of surety) issued by a qualified surety company licensed to do business in the State of New Jersey. Evidence of performance security may be supplied by the General Contractor on their own behalf and on the behalf of any or all its listed subcontractors or by the respective listed subcontractors themselves, or by any combination thereof which results in evidence of performance security equaling the total bid amount.
3. May not substitute unlisted subcontractors or use subcontractors if they are not identified in the bid following award of the contract.
4. Will be held strictly accountable for proper and timely performance of work by their designated subcontractors. In the event of award, such General Contractor shall furnish the Authority with a true copy of a Performance Bond and Labor and Material Payment Bond.
5. **The attention of all bidders is directed to the provisions of New Jersey Statutes 40A:11-16.**

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6. All bidders who intend to use "In-House" plumbers to perform the plumbing work on the contract, are directed to the provisions on New Jersey Statutes 45:14C-21; and New Jersey Administrative Code 13:32-1.5(A)(2). These provisions limit and restrict the ability of a licensed master plumber to be utilized as a company employee and apply for a plumbing permit unless that plumber holds not less than 10% of the issued corporate stock, or 10% of the partnership capital of a partnership. You are advised that the Authority is required to insist upon full compliance with these State Regulations.

7. In the event the General Contractor will perform work specified in (B) 1,2,3, or 4 (Plumbing/Gas, HVAC, Electrical, Structural/Ornamental Iron) with its own salaried non-contracted work force, then the General Contractor must so designate this in the bidding documents and furnish the Authority prior to award of the contract with the required information establishing its qualifications in these trades.

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GENERAL CONTRACTOR QUALIFICATION QUESTIONNAIRE

BID FOR: _____

NAME OF BIDDER: _____

ADDRESS: _____

REQUIREMENTS FOR SUBMITTED PROPOSALS, IF QUALIFIED

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

Notice to Contractors:

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

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

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

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

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

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

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- d. How many years has your organization been in business performing the work required under this contract?
_____ years.
- e. If a corporation, answer the following:
1. Date of incorporation _____
2. State of incorporation _____
3. President's name _____
4. Vice President's name _____
- f. If individual or partnership, answer the following:
1. Date of organization _____
2. Name and address of all partners (state whether general or limited partnership)

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

- h. Have you ever failed to complete any work awarded to you?
_____Yes _____No
If so, state circumstances.

- i. Has any other officer or partner of your organization ever been an officer or a partner of some other organization that failed to complete a contract?
_____Yes _____No
If so, state the name of the individual, other organization and reason therefore.

- j. Has any officer or partner of your organization ever failed to complete a contract handled in his own name?
_____Yes _____No
If yes, state name of individual, name of owner and reason therefore.

- k. Are there any liens, of any character, filed against your company at this time?
_____Yes _____No
If yes, specify the nature and amount of lien.

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

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

Contact Name _____ Contact Phone _____

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Contact Email

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

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

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

Do not give names of dealers or manufacturers.

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

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

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

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

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CONTRACTS COMPLETED IN THE LAST FIVE YEARS

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

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

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SUB- CONTRACTOR QUALIFICATION QUESTIONNAIRE

BID FOR: _____

NAME OF BIDDER: _____

ADDRESS: _____

REQUIREMENTS FOR SUBMITTED PROPOSALS, IF QUALIFIED

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

Notice to Sub-Contractors:

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

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

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

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

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

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

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- d. How many years has your organization been in business performing the work required under this contract?
_____ years.
- e. If a corporation, answer the following:
1. Date of incorporation _____
2. State of incorporation _____
3. President's name _____
4. Vice President's name _____
- f. If individual or partnership, answer the following:
1. Date of organization _____
2. Name and address of all partners (state whether general or limited partnership)

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

- h. Have you ever failed to complete any work awarded to you?
_____Yes _____No
If so, state circumstances.

- i. Has any other officer or partner of your organization ever been an officer or a partner of some other organization that failed to complete a contract?
_____Yes _____No
If so, state the name of the individual, other organization and reason therefore.

- j. Has any officer or partner of your organization ever failed to complete a contract handled in his own name?
_____Yes _____No
If yes, state name of individual, name of owner and reason therefore.

- k. Are there any liens, of any character, filed against your company at this time?
_____Yes _____No
If yes, specify the nature and amount of lien.

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

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

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Contact Name

Contact Phone

Contact Email

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

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

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

Do not give names of dealers or manufacturers.

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

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

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

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

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SIGNATURE PAGE

Dated at: _____, this _____ day of _____, 2018
Town where completed day month

Name of Organization: _____

By: _____
Print Name of Person

Signature: _____

Title of Person Signing: _____

STATE OF: _____

COUNTY OF: _____

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

he/she is _____ of _____
Title Name of Organization

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

MUST BE NOTARIZED

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

HOUSING AUTHORITY OF THE TOWNSHIP

CONFLICT OF INTEREST and POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION

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

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

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

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

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

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

Signature of Person Authorized to sign for contractor

Print Name

Date

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C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

List of Agencies with Elected Officials Required for Political Contribution Disclosure

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

County Name:

State: Governor, and Legislative Leadership Committees

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

County:

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

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

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

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

Standard Terms and Conditions

1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT-

Unless the bidder/offeree is specifically instructed otherwise in the Invitation to Bid, the following terms and conditions shall apply to all contracts or purchase agreements made with the Housing Authority of the Township of Edison (Authority). These terms are in addition to the terms and conditions set forth in the Bid and should be read in conjunction with same unless the Bid specifically indicates otherwise. In the event that the bidder/offeree would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in Bid, the bidder/offeree must present those conflicts during the Question and Answer period for the Authority to consider. Any conflicting terms and conditions that the Authority is willing to accept will be reflected in an addendum to the Bid. The Authority's terms and conditions shall prevail over any conflicts set forth in a bidder/offeree's bid that were not submitted through the question and answer process and approved by the Authority. Nothing in these terms and conditions shall prohibit the Purchasing Agent (Agent) and/or Contracting Officer (Officer) from amending a contract when the Agent/Officer determines it is in the best interests of the Authority.

2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS -

The statutes, laws or codes cited herein are available for review in the Local Public Contracts Laws.

2.1 BUSINESS REGISTRATION – Pursuant to N.J.S.A. 52:32-44, the Authority is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the Bid have a valid Business Registration Certificate on file with the Division of Revenue.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, 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 (<http://www.state.nj.us/treasury/revenue/busregcert.shtml>). N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the Authority. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

2.2 ANTI-DISCRIMINATION -

All parties to any contract with the Authority agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.

2.3 PREVAILING WAGE ACT -

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the Housing Authority of the Township of Edison through the Purchasing Department, except those contracts which are not within the contemplation of the Act. The bidder's signature on [this bid] is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by [this bid] has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the bid is also his guarantee that he and any subcontractors he might employ to perform the work covered by [this bid] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

2.4 AMERICANS WITH DISABILITIES ACT -

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101, et seq.

2.5 PAY TO PLAY PROHIBITIONS –

Pursuant to N.J.S.A. 19:44A-20.13 et seq (L.2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:

- a. make or solicit a contribution in violation of the statute;
- b. knowingly conceal or misrepresent a contribution given or received;
- c. make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- d. make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee;
- e. engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself would subject that entity to the restrictions of the Legislation;

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

- f. fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- g. engage in any exchange of contributions to circumvent the intent of the Legislation; or
- h. directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

2.6 POLITICAL CONTRIBUTION DISCLOSURE –

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888) 313-3532 or on the internet at: <http://www.elec.state.nj.us/> .

2.7 STANDARDS PROHIBITING CONFLICTS OF INTEREST -

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the Housing Authority of the Township of Edison.

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any Authority officer or employee or special Authority officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any Authority officer or employee or special Authority officer or employee from any Authority vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any Authority officer or employee or special Authority officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any Authority agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the Authority officer or employee or special Authority officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any Authority officer or employee or special Authority officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any Authority officer or employee or special Authority officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraphs 2.8a through 2.8e shall not be construed to prohibit a Authority officer or employee or Special Authority officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

2.8 COMPLIANCE - LAWS -

The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2.9 COMPLIANCE - STATE LAWS -

It is agreed and understood that any contracts and/or orders placed as a result of [this Bid] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

3. STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

3.1 COMPLIANCE - CODES –

The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

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3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT -

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS -

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:

a) 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 contracting officer setting forth the provisions of this nondiscrimination clause;

b) 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;

c) The contractor or subcontractor where applicable, will send to each labor union or representative of 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.

N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:

1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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, and labor unions, that it does not discriminate on the basis of age, race, 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.

3. 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.

4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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.

3.4 BUILDING SERVICE –

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

3.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT -

The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the Authority must be labeled by the contractor in compliance with the provisions of the statute.

3.6 BUY AMERICAN –

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the contractor shall be required to so certify.

4. INDEMNIFICATION AND INSURANCE

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4.1 INDEMNIFICATION -

The contractor's liability to the Authority and its employees in third party suits shall be as follows:

(a) Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Authority and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

(b) The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions.

(c) In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the Authority the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

4.2 INSURANCE -

The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with A.M. Best & Company. The contractor shall provide the Authority with current certificates of insurance for all coverage's and renewals thereof, and the certificates shall reflect that the insurance policies shall not be canceled for any reason except after sixty (60) days written notice to the Authority. Certificates of renewals shall be provided within thirty (30) days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the Authority until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the Housing Authority of the Township of Edison, 14 Rev. Samuel Carpenter Blvd., Edison, New Jersey 08820 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the Authority at:

DHurley@edisonha.org

The insurance to be provided by the contractor shall be as follows:

a. General Aggregate for Commercial General Liability shall be in the minimum limit of \$2,000,000. Occurrence Form Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the Authority, its officers, and employees as "Additional Insured's" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, un-amended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.

b. Automobile Liability Insurance: Insurance with limits of not less than \$1,000,000 for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos as each may be applicable. The Authority must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the Authority's behalf or on Authority controlled property.

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

d. This \$1 million amount may have been raised by the Bid when deemed necessary by the Agent/Officer.

e. Professional Liability/Errors & Omissions: Insurance covering Contractor's liability arising or related to this Contract, with limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.

f. In the case of a contract entered into pursuant to N.J.S.A. 52:32-17, et.seq., (small business set asides) the minimum amount of insurance coverage in subsections a., b., and c. above may have been lowered in the Bid for certain commodities when deemed in the best interests of the Authority by the Agent/Officer.

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g. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement Expiration, termination or cancellation.

5. TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR –

The contractor's status shall be that of any independent contractor and not as an employee of the Authority.

5.2 CONTRACT AMOUNT -

The estimated amount of the contract(s), when stated on the Bid form, shall not be construed as either the maximum or minimum amount which the Authority shall be obliged to order as the result of the Bid or any contract entered into as a result of the Bid.

5.3 CONTRACT TERM AND EXTENSION OPTION -

If, in the opinion of the Agent/Officer, it is in the best interest of the Authority to extend a contract, the contractor shall be so notified of the Agent/Officer's Intent at least thirty (30) days prior to the expiration date of the existing contract. The contractor shall have fifteen (15) calendar days to respond to the Agent/Officer's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions including pricing of the original contract shall apply unless more favorable terms for the Authority have been negotiated.

5.4 AUTHORITY'S OPTION TO INCREASE OR REDUCE SCOPE OF WORK –

The Authority has the option, in its sole discretion, to increase or reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Agent/Officer shall provide to the contractor advance written notice of the change in scope of work and what the Agent/Officer believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

a. If the contractor does not agree with the Agent/Officer's proposed adjusted contract price, the contractor shall submit to the Agent/Officer any additional information that the contractor believes impacts the adjusted contract price with a request that the Agent/Officer reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Agent/Officer shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price.

(b) If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Agent/Officer an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Agent/Officer may request. The Agent/Officer shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.5 CHANGE IN LAW–

Whenever a change in applicable law or regulation affects the scope of work, the Agent/Officer shall provide written notice to the contractor of the change and the Agent/Officer's determination as to the corresponding adjusted change in the scope of work and corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

(a) If the contractor does not agree with the adjusted contract price, the contractor shall submit to the Agent/Officer any additional information that the contractor believes impacts the adjusted contract price with a request that the Agent/Officer reconsider the adjusted contract price. The Agent/Officer shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price.

(b) If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Agent/Officer an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Agent/Officer may request. The Agent/Officer shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.6 SUSPENSION OF WORK -

The Authority may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the Authority may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Agent/Officer shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Agent/Officer may require related to the equitable adjustment.

5.7 TERMINATION OF CONTRACT

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a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Agent/Officer may terminate this contract at any time, in whole or in part, for the convenience of the Authority, upon no less than thirty (30) days written notice to the contractor.

b. For Cause

1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Agent/Officer may terminate the contract, in whole or in part, upon ten (10)-day notice to the contractor with an opportunity to respond.

2. Where in the reasonable opinion of the Agent/Officer, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Agent/Officer is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Agent/Officer may terminate the contract, in whole or in part, upon ten (10)-day notice to the contractor with an opportunity to respond.

c. In cases of emergency the Agent/Officer may shorten the time periods of notification and may dispense with an opportunity to respond.

d. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.8 SUBCONTRACTING OR ASSIGNMENT

a. Subcontracting: The contractor may not subcontract other than as identified in the contractor's Bid without the prior written consent of the Agent/Officer. Such consent, if granted in part, shall not relieve the contractor of any of his responsibilities under the contract, nor shall it create privity of contract between the Authority and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

b. Assignment: The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Agent/Officer.

5.9 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND THE AUTHORITY -

Nothing contained in any of the contract documents, including the Bid and vendor's bid or proposal shall be construed as creating any contractual relationship between any subcontractor and the Authority.

5.10 MERGERS, ACQUISITIONS -

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Agent/Officer as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Agent/Officer, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within thirty (30) days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Agent/Officer must be so notified. All responsible parties of the dissolved business entity must submit to the Agent/Officer in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Agent/Officer.

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR -

The contractor hereby certifies that:

a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment

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- or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the Authority and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the Authority. The contractor shall render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the Authority is rendered.

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5.12 DELIVERY REQUIREMENTS-

- a. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract.
- b. The contractor shall be responsible for the delivery of material in first class condition to the Authority or the purchaser under this contract and in accordance with good commercial practice.
- c. Items delivered must be strictly in accordance with the contract.
- d. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

5.13 CONTRACT AMENDMENT -

Except as provided herein, the contract may only be amended by written agreement of the Authority and the contractor.

5.14 MAINTENANCE OF RECORDS -

The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless otherwise specified in the Bid. Such records shall be made available to the Authority for audit and review.

5.14 ASSIGNMENT OF ANTITRUST CLAIM(S) -

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the Housing Authority of the Township of Edison, for itself and on behalf of its subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the Authority or any of its subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

- a. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder.
- b. It shall advise the Attorney General of New Jersey:
 1. in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;
 2. immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- c. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey.
- d. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the Authority the allotted share thereof, if any, assigned to the Authority hereunder.

6. TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT -

Unless otherwise agreed to in writing by the Authority, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the Authority shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Agent/Officer must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

6.2 TAX CHARGES -

The Housing Authority of the Township of Edison is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The Authority's Federal Excise Tax Exemption number is 22-182-8802.

6.3 PAYMENT TO VENDORS -

a. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the Bid. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Agent/Officer as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Agent/Officer may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the Authority the full purchase price.

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b. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the original Bill of Lading, express receipt and other related papers must be sent to the Authority or using agency on the date of each delivery. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the Bid and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the Bid pricing sheets. When applicable, invoices should reference the appropriate Bid price sheet line number from the contractor's bid proposal. All invoices must be approved by the Authority or using agency before payment will be authorized.

c. In all time and materials contracts, the Authority or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record should be adapted that is appropriate for the Scope of Work being performed.

6.4 NEW JERSEY PROMPT PAYMENT ACT -

The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires the Authority to pay for goods and services within sixty (60) days of the Authority's receipt of a properly executed Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the Authority prior to processing any payments for goods and services accepted by the Authority. Interest will be paid on delinquent accounts at a rate established by the Authority Treasurer. Interest shall not be paid until it exceeds \$5.00 per properly executed invoice. Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

6.6 AVAILABILITY OF FUNDS –

The Authority's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the Authority for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the Authority and made available through receipt of revenues.