

## INVITATION FOR BID

THE HOUSING AUTHORITY OF THE CITY OF BRIDGETON, NEW JERSEY will receive sealed bids for the proposed **CLEANING AND JANITORIAL SERVICE, Bid Number CB-11-01**, at the offices of the Housing Authority, 110 E. Commerce Street (Bridgeton Hirise), Bridgeton, New Jersey, **10:00 AM Wednesday August 3, 2011** at which time and place, all bids will be publicly opened and read aloud. Bids should be submitted in **sealed envelopes**, addresses to the Housing Authority and clearly marked on the outside with the project name.

The scope of work involves: Cleaning of occupied and unoccupied apartments, offices, and common areas, all located within the City of Bridgeton, New Jersey

Copies of the documents may be obtained at the offices of the Bridgeton Housing Authority located at 110 East Commerce Street, Bridgeton, New Jersey, 856-451-4454, Monday through Friday Between 9:00 a.m. and 3:00 p.m., beginning on **Thursday June 30, 2011**. All questions must be submitted to the Housing Authority in writing via fax transmittal (856) 451-0226. **Deadline for all questions relating to this project is 12:00 noon on Monday July 25, 2011. There will be a Pre Bid Meeting on Thursday July 21, 2011 at 10:00 AM** at the Maplewood Gardens Community Center located at 19 Maple Drive, Bridgeton, New Jersey

All bids are to be submitted in triplicate.

The contractor must insure that employees and applicants for employment are not discriminated against because of their race, color, creed or national origin.

The Housing Authority of the City of Bridgeton reserves the right to reject any and all bids or waive any informalities in bidding. No bid shall be withdrawn for a period of sixty (60) days subsequent to opening bids, without the consent of the Housing Authority of the City of Bridgeton.

The Housing Authority strongly encourages potential bidders to visit the site prior to submitting any bid.

All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27, and submit with their bid proposal an Employee Information Report or Affirmative Action Certificate.

DATED: June 30, 2011

**CLEANING AND JANITORIAL SERVICE  
BID # CB-11-01**

**INSTRUCTIONS TO BIDDERS**

- 1. PURPOSE AND INTENT**
  - 1.1 The Bridgeton Housing Authority (hereinafter referred to as BHA) is accepting sealed bids for Cleaning and Janitorial Service to be performed at BHA owned properties, such as but not limited to, unoccupied apartments, occupied apartments, offices, and common areas. All BHA owned properties are located within the City of Bridgeton, New Jersey.
  
- 2. RECEIPT, OPENING AND WITHDRAWAL OF BIDS**
  - 2.1 Sealed bids will be received by the owner on the date, location and in the manner as listed in the advertisement.
  - 2.2 Bids must be received at the BHA as stipulated in the advertisement. It is recommended that the bids be hand-delivered. The Housing Authority assumes no responsibility for delays in any form of courier, mail or delivery service causing the bid to be received at the BHA later than the due date and time. All bids must be submitted in a sealed envelope bearing the name and address of bidder and work bid upon on the outside of the envelope. All bids must be submitted in triplicate.
  - 2.3 Any bid may be withdrawn prior to the time for openings of bids or the authorized postponement thereof. Any bid received after the time for opening bids will not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.
  
- 3. QUALIFICATIONS OF BIDDERS**
  - 3.1 The BHA may make such investigation as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the BHA all such information and data for this purpose at the Housing Authority's request. The BHA reserves the right to reject any bids if the evidence submitted by, or investigation of such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.
  
- 4. PREPARATION OF BID**
  - 4.1 Bids must be submitted on the prescribed forms. The bidder shall fill in all blank spaces in ink or typewriter.
  - 4.2 Bids shall be signed by proper authorities in ink.
  - 4.3 The owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any or all bids.

- 4.4 All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address and subject and title of the specifications. If forwarded by mail or courier service, the sealed envelope containing the bid and marked as directed above, must be enclosed in a another envelope, addressed as set forth in the advertisement, and mailed by certified mail or delivered by the courier service. The BHA assumes no responsibility for responses not received on time as stipulated in the advertisement. The BHA assumes no responsibility for bids opened, prior to the official opening date and time, which were not received in sealed envelopes and clearly labeled as stipulated in the advertisement.

## **5. ADDENDA AND INTERPRETATIONS**

- 5.1 No interpretation of the meaning of the specifications or other contract documents will be made to any bidder orally. Every request for such interpretation and any questions shall be faxed in writing to the attention of Wayne Holt, Bridgeton Housing Authority, at facsimile number (856) 451-0414. Such request to be given consideration must be received no later then the date stipulated in the advertisement. Any and all such interpretations and any supplemental instructions will be in the form of a written addenda and distributed to all prospective bidders via fax and or US mail, at the respective fax numbers and mailing address furnished for such purposes. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from the obligation under the bid submitted. All addenda issued shall become part of the contract documents.

## **6. OBLIGATION OF BIDDER**

- 6.1 Each bidder will deliver the bid to the Bridgeton Housing Authority, 110 East Commerce St, Bridgeton, New Jersey, 08302, as stipulated in the advertisement no later then the due date and time indicated therein.
- 6.2 At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the specifications and contract documents (including any addenda). The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to this bid.

## **7. COST LIABILITY**

- 7.1 BHA assumes no responsibility and bears no liability for costs incurred by bidders in the preparation and submittal of proposals in response to this IFB

## **8. CONTENTS OF BID**

- 8.1 The entire content of every bid proposal will be publicly opened and becomes public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal. All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this IFB with the BHA.

## **9. AWARD**

- 9.1 Upon award of the contract, appropriate documents shall be forwarded to the successful bidder. The return of the executed contracts within fifteen (15) days is an element essential to the bid. At the expiration of such time, the BHA may elect to award the bid to the second highest bidder.

## **10. METHOD OF AWARD**

- 10.1 This contract will be awarded to the lowest responsible bidder who meets the requirements outlined in the bid documents.

## **11. AVAILABILITY OF FUNDS**

- 11.1 The Bridgeton Housing Authority is subject to New Jersey Statute Title 40A:11-15 local public contracts law which states that this contract shall be subject to the availability and appropriation of sufficient funds annually.

## **12. "BUY AMERICAN" CLAUSE**

- 12.1 Only manufactured and farm products of the United States, wherever available, shall be used in the execution of the work specified herein.

## **13. PURCHASING FROM STATE CONTRACT**

- 13.1 The BHA reserves the right to purchase, during the term of any contract to be awarded, any of the specified materials and/or services through the New Jersey State Cooperative Purchasing Agreement ("State Contract") if it is in the BHA's best interest to do so.

## **14. PAY TO PLAY**

- 14.1 Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Enforcement Commission (ELEC) pursuant to N.J.S.A 19:44-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year

## **15. NJ BUSINESS REGISTRATION CERTIFICATE**

- 15.1 Effective September 1, 2004, P.L. 2004, C. 57 expands the State Contractor Business Registration Program to contracting units as defined in the Local Public Contracts Law. This means that all firms (and their subcontractors) competing for BHA Contracts must provide a copy of their valid Business Registration Certificate PRIOR to entering into a contract with the BHA. The failure to provide a copy of the Business Registration Certificate PRIOR to award will result in removal of your proposal from consideration. Questions regarding this law shall be directed to the New Jersey Department of Taxation.

## 16. INSURANCE AND INDEMNIFICATION

- 16.1 The contractor shall provide and maintain and its own expense and without expense to the BHA, throughout the duration of the contract, insurance that will protect the contractor from claims imposed by law in the following kinds in the amounts hereinafter provided, covering all operations under this contract, whether performed by the contractor, by the subcontractors, or by anyone directly or indirectly employed by any of them or anyone for whose acts any one of them may be liable. The contractor shall provide proof of insurance to the BHA in the form of a certificate or certificates of insurance. This proof shall be submitted at least ten (10) days prior to commencement of work under the terms of the contract and said insurance shall be subject to the approval of the BHA. Said insurance shall be kept current at all times during the course of the contract. Any and all changes in coverage or carrier must be provided to the BHA within thirty (30) days from the change.
- 16.2 **General Liability Insurance:** The contractor shall provide at no expense to BHA a general liability policy, naming BHA as additional insured, covering claims for damages because of bodily injury, or death of all persons, or property damage. Each policy shall have limits of not less than Five Hundred thousand (\$500,000.00) Dollars for each person or claim and One Million (\$1,000,000.00) Dollars in the aggregate.
- 16.3 **Worker's Compensation Insurance:** The contractor shall provide at no expense to the BHA, statutory coverage for worker's compensation in the State of New Jersey. All persons employed by the contractor, under this contract must be covered. Statutory coverage for New Jersey is Five Hundred Thousand (\$500,000.00) dollars.
- 16.4 **Automobile Liability:** The contractor shall provide, at no expense to the BHA, an automobile policy, naming BHA as additionally insured, covering any automobile accidents involving the contractor and its employees for any accident occurring during the term of this contract. The coverage which shall be provided, shall not be less than Five Hundred Thousand (\$500,000.00) Dollars per occurrence and not less than One Million (\$1,000,000.00) Dollars in the aggregate.
- 16.5 The contractor agrees to indemnify, defend and hold BHA harmless against all claims, demands, causes of action, suits or judgments, of whatever nature, including expenses in connection therewith, for death or injury to persons or for loss of or damage to property arising out of or in connection with its personnel, its agents or employees, for any accident, injury or damage whatsoever, however caused, to any person or property. Contractor further agrees to indemnify, defend, and hold harmless BHA against all expenses, counsel fees and liabilities in connection with any such claim or any action or proceeding brought thereon.

## **17. TERMINATION OF CONTRACT**

- 17.1 **TERMINATION OF CONTRACT FOR CAUSE:** If, through any cause, the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall violate any of the covenants, agreements, or stipulations of this contract, the BHA shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination. In such event, the contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed up to notification of the BHA's decision to terminate the contract. Notwithstanding the above, the contractor shall not be relieved of the liability to the BHA for damages sustained by the BHA by virtue of any breach of the contract by the contractor, and the BHA may withhold any payments to the contractor until such time as the exact amount of damages due the BHA from the contractor is determined.
- 17.2 **TERMINATION FOR THE CONVIENCE OF BHA:** The BHA reserves the right to terminate this contract at any given time by giving written notice to the contractor of such termination and specifying the effective date thereof, at least ninety days prior to the effective date of such termination. The BHA and contractor may mutually agree to terminate the contract at an earlier time if so desired. If the contract is terminated by the BHA as provided herein, the contractor will be paid for the services actually performed.

## **18. PERSONNEL**

- 18.1 The contractor represents that he/she has, or will, secure at his/her own expense, all personnel required in performing the service under this contract. Such personnel shall not be employees of or have any contractual Relationship with the BHA.
- 18.2 All the services required hereunder will be performed by the contractor or his/her supervision and all personnel engaged in the work shall be fully qualified and authorized or permitted under state and local law to perform such services.
- 18.3 No person who is serving a sentence in a penal or correctional institution shall be employed on work under this contract.

## **19. ANTI-KICKBACK RULES**

- 19.1 Salaries of personnel performing work under this contract shall be paid unconditionally and not less than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Anti-Kickback regulations

## **20. WITHHOLDING OF SALARIES**

- 20.1 If, in the performance of the contract, there is any underpayment of salaries by the contractor or by any sub-contractor thereunder, the BHA shall withhold from the contractor out of payments due to him/her, an amount sufficient to pay to employees underpaid, the difference between the salaries required hereby to be paid, and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the BHA and on account of the contractor to the respective employees to whom they are due.

## **21. EQUAL EMPLOYMENT OPPORTUNITY**

- 21.1 During the performance of this contract, the contractor agrees as follows: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to insure that applicants are employed and that employees are treated fairly during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; or recruitment, advertising; 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 Local Public Agency setting forth the provisions of this non-discrimination clause.
- 21.2 The contractor will, in all solicitations or advertisements for employment placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, sex, or national origin.
- 21.3 The contractor will cause the foregoing provisions to be inserted in all sub-contracts for any work covered by this contract so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

## **22. DISCRIMINATION BECAUSE OF LABOR MATTERS**

- 22.1 No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he/she has filed any complaint or instituted or caused to be instituted any proceedings or has testified or is about to testify in any proceeding under or relating to labor standards applicable hereunder to his/her employer.

## **23. COMPLIANCE WITH LOCAL LAWS**

- 23.1 The contractor shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced in this contract.

## **24. SUB-CONTRACTING**

24.1 None of these services covered by this Contract shall be subcontracted without prior written consent of the Local Public Agency. The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his/her subcontractors, and of persons either directly employed by them, as he/she is for the acts and omissions of persons directly employed by the Contractor. The contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract

## **25. ASSIGNABILITY**

25.1 The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Local Public Agency; provided, however, that claims for money due or to become due to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Local Public Agency

## **26. INTEREST OF MEMBERS OF BHA**

26.1 No member of the governing body of the BHA, and no other officer, employee, or agent of the BHA who exercises any functions or responsibilities in connection with the carrying out of the project, to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

## **27. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS**

27.1 No member of the governing body of the locality in which the project area is situated and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this contract.

## **28. INTEREST OF CERTAIN FEDERAL OFFICIALS**

28.1 The Contractor covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, in the above-described project area or any parcels therein, or degree with the performance of his/her services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

## **29. FINDINGS CONFIDENTIAL**

29.1 All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the BHA.



### **30. SECTION 3**

30.1 This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

- 30.1.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 30.1.2 The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- 30.1.3 The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 30.1.4 The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- 30.1.5 The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- 30.1.6 Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

30.1.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**This Statement Shall Be Included with Bid Submission**

**Name of Business** \_\_\_\_\_

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

**Check the box that represents the type of business organization:**

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_.

\_\_\_\_\_  
(Affiant)

(Notary Public)

\_\_\_\_\_  
(Print name & title of affiant)

My Commission expires:

\_\_\_\_\_  
(Corporate Seal)

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.

**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: \_\_\_\_\_

## 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.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay off 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.**

**I, the undersigned, do hereby agree by the requirements outlined above in Exhibit A**

**COMPANY NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**Failure by the bidder sign Mandatory Equal Opportunity Language for Goods and Services Contracts shall cause this bid to be rejected**

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

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

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

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

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

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**NON-COLLUSION AFFIDAVIT**

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

ss:

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

I, \_\_\_\_\_, Being first duly sworn, desposes and says:

That he/she is \_\_\_\_\_  
(a partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, convined or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the **Housing Authority of the City of Bridgeton** and any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of \_\_\_\_\_  
(title or position)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_.

## DEBARMENT CERTIFICATION

### CERTIFICATION REGARDING THE DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Title) (Name of Organization)

\_\_\_\_\_  
(State the address of your firm)

#### CHOOSE ONE OF THE FOLLOWING:

( ) A. I hereby certify on behalf of \_\_\_\_\_  
(Name of Organization)

That neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal agency or agency.

( ) B. I am unable to certify to any of the statements set forth in this certification. I have attached an explanation to this form.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
(Date)

**CERTIFICATION REGARDING THE USE OF  
AMERICAN GOODS AND PRODUCTS**

- ( ) I certify that all goods and products set forth in this bid and to be supplied or used in any Contract awarded by the Housing Authority of the City of Bridgeton are manufactured in the United States or are farm products of the U.S.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(type name and title)

\_\_\_\_\_  
(company name)

\_\_\_\_\_  
(date)

- ( ) The following goods and products set forth in this bid and to be supplied or used in any contract awarded by the Housing Authority of the City of Bridgeton are not available as goods manufactured or farm products of the United States

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(type name and title)

\_\_\_\_\_  
(company name)

\_\_\_\_\_  
(date)

**EQUIPMENT CERTIFICATION**

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name of above: \_\_\_\_\_  
(Print)

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

## KEY CONTRACT PERSONNEL

### CONTRACTORS INFORMATION:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

### CONTRACTOR'S EMERGENCY CONTACT PERSON:

NAME: \_\_\_\_\_

BUSINESS HOURS PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_

AFTER HOURS PHONE: \_\_\_\_\_

### CONTRACTOR'S PROJECT SUPERINTENDANT:

NAME: \_\_\_\_\_

BUSINESS HOURS PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_

AFTER HOURS PHONE: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	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. The TIN provided must match the name given on Line 1 to avoid backup withholding. 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 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number : : :
or
Employer identification number : :

### Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

**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 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain 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 provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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.

You will not be subject to backup withholding on payments you receive 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 be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

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 instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## 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.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. 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 entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return 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).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**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.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## 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 a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 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 or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use 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 apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but 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 types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

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

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

## Part II. 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, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**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 tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the 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.) Also see *Special rules for partnerships* on page 1.

**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.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide 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 Archer MSA or HSA. 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, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% 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.

# Instructions to Offerors Non-Construction

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



-03291-

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

#### 7. Contract Award

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

(b) The HA may

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

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

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

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

#### 8. Service of Protest

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

#### 9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

# Certifications and Representations of Offerors Non-Construction Contract

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

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

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

## 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

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

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

U.S. Department of Housing and Urban  
Development  
Office of Public and Indian Housing  
Office of Labor Relations  
OMB Approval No. 2577-0157 (exp. 12/31/2011)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability.** This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

=====  
**Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000**  
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### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### 5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
  - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.

- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

##### 6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

#### 7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

#### 8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.



**CONTRACTOR REFERENCES**

Bidders must provide at least five business references:

NAME

PHONE NUMBER

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

**Examination and Retention of Contractor's Records.** The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

**Right in Data and Patent Rights (Ownership and Proprietary Interest).** The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

**Energy Efficiency.** The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### **Procurement of Recovered Materials**

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

#### **Termination for Cause and for Convenience (contracts of \$10,000 or more).**

- (a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.
- (b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u> <u>Receipt</u>	<u>Dated</u>	<u>Acknowledge</u>  (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**No addenda were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

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

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

**CLEANING AND JANITORIAL SERVICE  
BID # CB-11-01  
SPECIFICATIONS**

**1. GENERAL INFORMATION**

- 1.1 This invitation for bid (IFB) has been prepared for those (hereinafter referred to as "contractor"), who wish to secure an agreement for the Cleaning and Janitorial Service for the Housing Authority of the City of Bridgeton (hereinafter referred to as BHA).
- 1.2 Questions for clarification pertaining to this IFB should be submitted in writing to Wayne Holt, Bridgeton Housing Authority, 110 East Commerce Street, Bridgeton, NJ 08302, by mail, hand delivered or fax at 856-451-0414.
- 1.3 Normal business hours are defined as Monday-Friday starting at 8:30AM and ending at 4:30PM

**2. CONTRACT PERIOD**

- 2.1 The contract period shall be for one two year period beginning August 16, 2011 with the contract term ending August 15, 2013. The BHA, at its sole discretion, may choose to exercise their right to extend the contract period as permitted in N.J.S.A. 40A:11-15. Said notification will be provided through written notification sixty (60) days prior to the expiration of the contract year in place at the time.
- 2.2 BHA reserves the right to renew or cancel for each subsequent year by giving written notice sixty (60) days prior to the yearly expiration date.

**3. SCOPE OF WORK**

- 3.1 The BHA seeks the services of a firm that specializes in Cleaning and Janitorial Service. The Successful contractor will be required to be available to perform services on an as needed basis.
- 3.2 Response time for a non-emergency call shall be within twenty four (24) hours.
- 3.3 Response time for emergency calls shall be within two (2) hours. The BHA will determine what constitutes an emergency call. When placing a call for service, the BHA will notify the contractor if the call is an emergency call.
- 3.4 Items UC1-UC5 on the unit pricing table is to clean the entire unit as specified on each line item. In most cases, not all, unoccupied units will have been freshly painted prior to placing a service call for cleaning. Freshly painted surfaces should not require cleaning. Unoccupied units will be broom swept and have all large debris removed by BHA prior to cleaning. The entire unit must be cleaned, such as but not limited to:
  - 3.4.1 Clean/wash/sanitize all cabinetry (inside and out) to include shelves, doors, drawers, hardware, countertops, etc.
  - 3.4.2 Clean/wash/sanitize all sinks, bathtubs, showers, shower surrounds, plumbing fixtures, medicine cabinets (inside and out) to include shelves, backsplash, ceramic and or plastic laminate wall covering, toilets, and bathroom accessories.

- 3.4.3 Clean/wash/sanitize appliances (refrigerator and range), range hood where applicable.
- 3.4.4 Clean/wash/sanitize all light fixtures to include light shades and or covers, including removal and reinstalling light shades and or covers.
- 3.4.5 Clean/wash/sanitize all windows. Interior and exterior sides shall be cleaned on tilt in windows. Interior and exterior shall be cleaned on non-tilt in windows on first floor level windows. Non tilt in windows on second floor or higher need only the interior side to be cleaned. Windows shall include frames, hardware, and sill where applicable.
- 3.4.6 Clean/wash/sanitize all door knobs and or locks.
- 3.4.7 Clean/wash/sanitize all vinyl cove base molding where applicable (primarily in Hirise, Pine, Dare, and Overlook apartments)
- 3.5 Item UC6 on the unit pricing table is to provide a square foot price to strip and wax VCT tile floors in an unoccupied apartment and shall include the following:
  - 3.5.1 Floor must be swept clean of all debris to include, but not limited to, dirt, gum, candy, and other items that might be stuck to the floor. The use of a hand held scraper may be required.
  - 3.5.2 Apply a premium grade liquid stripping solution to floor, strip floor using a flooring machine equipped with the appropriate pad.
  - 3.5.3 Use a wet/dry vacuum to remove residual polish and stripping solution.
  - 3.5.4 Wet mop area with a neutralizing solution to ensure all residual wax and stripper has been removed prior to applying wax.
  - 3.5.5 Apply four (4) coats of premium grade commercial wax. Wax shall be at least a 25% solid, non-slip wax. Floor shall dry between each coat of wax.
- 3.6 Item UC7 on the unit pricing table is to provide a square foot price to shampoo carpets in an unoccupied apartment and shall include the following:
  - 3.6.1 Vacuum carpet to remove loose dirt and dust.
  - 3.6.2 Pre treat heavily soiled areas and allow penetrating.
  - 3.6.3 Shampoo carpets using wet extraction machine equipped with a rotary brush. Use a premium grade cleaning/sanitizing solution with hot water to shampoo carpets.
  - 3.6.4 Rinse carpeting with cold water and extraction to ensure all cleaning solution has been removed prior to drying
- 3.7 Item UC8 on unit pricing table is for cleaning surfaces in unoccupied apartments, such as but not limited to, walls, ceilings, doors, etc. On a limited basis, the BHA has the need to have surfaces cleaned prior to painting. Situations requiring cleaning include, but not limited to, heavy nicotine buildup, grease buildup, heavy grime, heavy fingerprints, sticky residue, etc.

- 3.8 Item OC1 on the unit pricing table is for cleaning a kitchen in an occupied apartment. On a limited basis, the BHA has the need to have kitchen cleaned in occupied apartments. Cleaning, such as but not limited to:
- 3.8.1 Clean/wash/sanitize all cabinetry (outside surfaces) to include doors, drawer fronts, hardware, countertops, sinks, plumbing fixtures, back splash, plastic laminate wall covering, etc.
  - 3.8.2 Clean/wash/sanitize appliances (refrigerator and range), range hood where applicable.
  - 3.8.3 Clean/wash/sanitize kitchen doorknobs and or locks.
  - 3.8.4 Clean/wash/sanitize kitchen light fixtures to include light shades and or covers, including removal and reinstalling light shades and or covers
  - 3.8.5 Clean/wash/sanitize all kitchen windows. Interior and exterior sides shall be cleaned on tilt in windows. Interior and exterior shall be cleaned on non-tilt in windows on first floor level windows. Non tilt in windows on second floor or higher need only the interior side to be cleaned. Windows shall include frames, hardware, and sill where applicable
- 3.9 Item OC2 on the unit pricing table is for cleaning a bathroom in an occupied apartment. On a limited basis, the BHA has the need to have a bathroom cleaned in an occupied apartment. Cleaning, such as but not limited to:
- 3.9.1 Clean/wash/sanitize all sinks, bathtubs, showers, shower surrounds, plumbing fixtures, medicine cabinets (inside and out) to include shelves, backsplash, ceramic and or plastic laminate wall covering, toilets, and bathroom accessories.
  - 3.9.2 Clean/wash/sanitize bathroom light fixtures to include light shades and or covers, including removal and reinstalling light shades and or covers
  - 3.9.3 Clean/wash/sanitize all bathroom windows. Interior and exterior sides shall be cleaned on tilt in windows. Interior and exterior shall be cleaned on non-tilt in windows on first floor level windows. Non tilt in windows on second floor or higher need only the interior side to be cleaned. Windows shall include frames, hardware, and sill where applicable
  - 3.9.4 Clean/wash/sanitize bathroom doorknobs and or locks.
- 3.10 Item OC3 on the unit pricing table is for a square foot price to sweep, wash/clean/sanitize VCT tile floor in an occupied apartment. On a limited basis, the BHA has the need to have this service performed.
- 3.10.1 Floor should be swept to remove all loose dirt, dust, debris. Any sticky substance must be removed.
  - 3.10.2 Floor must be mopped with a cleaning/sanitizing solution to remove dirt and or grime.
  - 3.10.3 Floor must be rinsed with clean water to ensure all cleaning/sanitizing solution is removed prior to drying.
- 3.11 Item OC4 on the unit pricing table is for a square foot price to strip and wax VCT tile floors in an occupied apartment. On a limited basis, the BHA has the need to have this service performed.

- 3.11.1 Floor must be swept clean of all debris to include, but not limited to, dirt, gum, candy, and other items that might be stuck to the floor. The use of a hand held scraper may be required.
- 3.11.2 Apply a premium grade liquid stripping solution to floor, strip floor using a flooring machine equipped with the appropriate pad.
- 3.11.3 Use a wet/dry vacuum to remove residual polish and stripping solution.
- 3.11.4 Wet mop area with a neutralizing solution to ensure all residual wax and stripper has been removed prior to applying wax.
- 3.11.5 Apply four (4) coats of premium grade commercial wax. Wax shall be at least a 25% solid, non-slip wax. Floor shall dry between each coat of wax.
- 3.12 Item OC5 on the unit pricing table is for a square foot price to vacuum carpets in an occupied apartment. On a limited basis, the BHA has the need to have this service performed.
  - 3.12.1 Carpet shall be vacuumed with a commercial grade vacuum to remove all loose dirt and debris from carpet.
- 3.13 Item OC6 on the unit pricing table is for a square foot price to shampoo carpets in an occupied apartment. On a limited basis, the BHA has the need to have this service performed.
  - 3.13.1 Vacuum carpet to remove loose dirt and dust.
  - 3.13.2 Pre treat heavily soiled areas and allow penetrating.
  - 3.13.3 Shampoo carpets using wet extraction machine equipped with a rotary brush. Use a premium grade cleaning/sanitizing solution with hot water to shampoo carpets.
  - 3.13.4 Rinse carpeting with cold water and extraction to ensure all cleaning solution has been removed prior to drying
- 3.14 Item OC7 on unit pricing table is for cleaning surfaces in occupied apartment, such as but not limited to, walls, ceilings, doors, etc. On a limited basis, the BHA has the need to have surfaces cleaned prior to painting. Situations requiring cleaning include, but not limited to, heavy nicotine buildup, grease buildup, heavy grime, heavy fingerprints, sticky residue, etc.
- 3.15 Item CAC1 on the unit pricing table is for a square foot price to spray buff VCT tile floors in common areas/offices

- 3.15.1 Floor must be swept clean of all debris to include, but not limited to, dirt, gum, candy, and other items that might be stuck to the floor. The use of a hand held scraper may be required.
- 3.15.2 Clean floor with a premium grade cleaning solution.
- 3.15.3 Spray buff floor with a flooring machine equipped with appropriate buffing pad. Use dilute solution of water and premium grade commercial wax. Wax shall be at least a 25% solid, non-slip wax.
- 3.16 Item CAC2 on the unit pricing table is for a square foot price to strip and wax VCT tile floors in common areas/offices.
  - 3.16.1 Floor must be swept clean of all debris to include, but not limited to, dirt, gum, candy, and other items that might be stuck to the floor. The use of a hand held scraper may be required.
  - 3.16.2 Apply a premium grade liquid stripping solution to floor, strip floor using a flooring machine equipped with the appropriate pad.
  - 3.16.3 Use a wet/dry vacuum to remove residual polish and stripping solution.
  - 3.16.4 Wet mop area with a neutralizing solution to ensure all residual wax and stripper has been removed prior to applying wax.
  - 3.16.5 Apply four (4) coats of premium grade commercial wax. Wax shall be at least a 25% solid, non-slip wax. Floor shall dry between each coat of wax.
  - 3.16.6 Contractor must place appropriate caution signs around workplace warning of wet floors.
  - 3.16.7 Work may be done after normal business hours or on weekends. There shall be no price increase if work is done after normal business hours or on weekends. BHA reserves the right schedule work time as in the best interest of the BHA.
- 3.17 Item CAC3 on the unit pricing table is for a square foot price to shampoo carpets in common areas/offices.
  - 3.17.1 The BHA has a very limited number of offices and common areas that currently have carpeting
  - 3.17.2 Vacuum carpet to remove loose dirt and dust.
  - 3.17.3 Pre treat heavily soiled areas and allow penetrating.
  - 3.17.4 Shampoo carpets using wet extraction machine equipped with a rotary brush. Use a premium grade cleaning/sanitizing solution with hot water to shampoo carpets.
  - 3.17.5 Rinse carpeting with cold water and extraction to ensure all cleaning solution has been removed prior to drying
  - 3.17.6 Work may be done after normal business hours or on weekends. There shall be no price increase if work is done after normal business hours or on weekends. BHA reserves the right schedule work time as in the best interest of the BHA.
- 3.18 Item HRC1 on the unit pricing table is for an hourly rate for emergency cleaning services not clearly defined or itemized in the unit pricing table. Hourly rate will be used for emergency cleaning services during normal business hours for services such as, but not limited to:
  - 3.18.1 Cleaning/sanitizing bathroom areas and fixtures as a result of a leak, spill, back-up, etc.



- 3.18.2 Cleaning/sanitizing kitchen areas and fixtures as a result of a leak, spill, back-up, etc.
  - 3.18.3 Cleaning/sanitizing VCT tile flooring and or carpeting in areas affected by a leak, spill, back-up, etc.
  - 3.18.4 Any situation where the BHA deems that cleaning service is needed that is not clearly defined or itemized in the unit pricing table.
  - 3.18.5 Response time for emergency service calls shall be within two (2) hours. The BHA will determine what constitutes an emergency call. When placing a call for service, the BHA will notify the contractor if the call is an emergency.
  - 3.18.6 Upon arrival for an emergency call, if the BHA representative is not on site, the contractor must call the BHA representative to notify the BHA that contractor is on site. Upon completion of service, if BHA representative is not on site, the contractor must call the BHA representative and notify the BHA that the service is completed. Only the hours that the contractor is physically on site and working will be paid. The BHA will not pay travel time, additional service charges, etc.
- 3.19 Item HRC2 on the unit pricing table is for an hourly rate for emergency cleaning services not clearly defined or itemized in the unit pricing table. Hourly rate will be used for services after normal business hours, weekends, or holidays observed by the BHA, such as but not limited to:
- 3.19.1 Cleaning/sanitizing bathroom areas and fixtures as a result of a leak, spill, back-up, etc.
  - 3.19.2 Cleaning/sanitizing kitchen areas and fixtures as a result of a leak, spill, back-up, etc.
  - 3.19.3 Cleaning/sanitizing VCT tile flooring and or carpeting in areas affected by a leak, spill, back-up, etc.
  - 3.19.4 Any situation where the BHA deems that cleaning service is needed that is not clearly defined or itemized in the unit pricing table.
  - 3.19.5 Response time for emergency service calls shall be within two (2) hours. The BHA will determine what constitutes an emergency call. When placing a call for service, the BHA will notify the contractor if the call is an emergency.
  - 3.19.6 Upon arrival for an emergency call, if the BHA representative is not on site, the contractor must call the BHA representative to notify the BHA that contractor is on site. Upon completion of service, if BHA representative is not on site, the contractor must call the BHA representative and notify the BHA that the service is completed. Only the hours that the contractor is physically on site and working will be paid. The BHA will not pay travel time, additional service charges, etc.
- 3.20 Item HRC 3 on the unit pricing table is for an hourly rate for non emergency cleaning services not clearly defined or itemized in the unit pricing table. Hourly rate will be used for non-emergency services during normal business hours.
- 3.20.1 Upon arrival for an hourly rate service call, the contractor must notify the BHA that the contractor is on site. Upon completion of service the contractor must notify the BHA that the service is complete. Only the hours that the contractor is physically on site and working will be paid. The BHA will not pay travel time, additional service charges, etc.

#### **4. BILLING METHOD/PAYMENT TERMS**

- 4.1 To receive payment for services performed pursuant to this contract, the contractor shall submit a fully completed invoice for work previously performed to the BHA.
- 4.2 At a minimum, the invoice shall detail the following information:
  - 4.2.1 Invoice number
  - 4.2.2 Contractor's name, address and telephone number
  - 4.2.3 Actual date service was performed
  - 4.2.4 Date of invoice and or billing period
  - 4.2.5 Applicable contract number
  - 4.2.6 Purchase order number if applicable
  - 4.2.7 Description of service performed. If service is based on hourly rate, the actual start and end times must be noted.
  - 4.2.8 Task order number if applicable
  - 4.2.9 Total dollar amount being billed.
- 4.3 The BHA will pay each properly completed invoice received, on a net 30 basis.
- 4.4 The BHA reserves the right to request that contractor fill out, and submit, payment request on approved HUD payment request forms.

#### **5. HUD MAINTENANCE WAGE RATE DETERMINATION (MWRD)**

- 5.1 HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements), that the BHA must ensure that the contractors do not pay its employees that perform such work for the BHA at a rate less than the rates listed on the HUD MWRD. Therefore, by submitting a bid, each bidder is agreeing and verifying that he/she will not pay his/her employees at a rate less than the following: BUILDING SERVICE WORKER \$7.65 PER HOUR
- 5.2 As detailed within Section 10.10 of HUD Procurement Handbook 7460.8 REV 2, the contractor will not be required to submit certified payrolls; however, the contractor must make its payroll records available to either the BHA or HUD on request, and failure on the part of the contractor to comply with this requirement will be the sole responsibility of the contractor, including any ensuing penalties, court cost, or wages due to employees as a result of the contractor's failure to comply

**THE HOUSING AUTHORITY OF THE CITY OF BRIDGETON**  
 CLEANING AND JANITORIAL SERVICES  
 UNIT PRICING TABLE

ITEM	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
<b>UNOCCUPIED APARTMENT</b>				
UC 1	Provide price to clean an UNOCCUPIED EFFICIENCY apartment		8	
UC 2	Provide price to clean an UNOCCUPIED ONE BEDROOM apartment		8	
UC 3	Provide price to clean an UNOCCUPIED TWO BEDROOM apartment		6	
UC 4	Provide price to clean an UNOCCUPIED THREE BEDROOM apartment		6	
UC 5	Provide price to clean an UNOCCUPIED FOUR BEDROOM apartment		2	
UC 6	Provide a square foot price to strip and wax VCT tile floors in an UNOCCUPIED apartment		800	
UC 7	Provide a square foot price to shampoo carpets in an UNOCCUPIED apartment		400	
UC 8	Provide square foot price to clean walls, ceilings, doors in an UNOCCUPIED apartment		300	
<b>OCCUPIED APARTMENT</b>				
OC 1	Provide price to clean a kitchen in an OCCUPIED apartment		1	
OC 2	Provide price to clean a bathroom in an OCCUPIED apartment		1	
OC 3	Provide square foot price to sweep, wash/clean/sanitize VCT tile in an OCCUPIED apartment		1	
OC 4	Provide square foot price to strip and wax VCT tile floors in an OCCUPIED apartment		150	
OC 5	Provide square foot price to vacume carpets in an OCCUPIED apartment		150	
OC 6	Provide square foot price to shampoo carpets in an OCCUPIED apartment		150	
OC 7	Provide square foot price to clean walls, ceilings, doors in an OCCUPIED apartment		300	
<b>COMMON AREAS/OFFICES</b>				
CAC 1	Provide square foot price to spray buff VCT tile floors		1500	
CAC 2	Provide square foot price to strip and wax VCT tile floors		1500	
CAC 3	Provide square foot price to shampoo carpets		400	
<b>HOURLY RATES</b>				
HRC 1	Provide hourly rate price for emergency cleaning during normal business hours		10	
HRC 2	Provide hourly rate price for emergency cleaning after normal business hours		5	
HRC 3	Provide hourly rate price for non emergency cleaning during normal business hours		5	

ESTIMATED QUANTITIES LISTED ARE FOR CALCULATION PURPOSES ONLY. BHA RESERVES THE RIGHT TO ADJUST THESE QUANTITIES AS NEEDED

PROVIDE TOTAL PROPOSAL PRICE AS PER TOTAL OF UNIT PRICES LISTED ABOVE

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## BID DOCUMENT SUBMISSION CHECKLIST

### Cleaning and Janitorial Service

Bid # CB-11-01

(a) Failure to submit the following documents is a mandatory cause for the bid to be rejected

Required With Submission of Bid (Owners checkmarks)	Initial Each Item Submitted With Bid (Bidders initials)
<input checked="" type="checkbox"/> Stockholder Disclosure Certification	
<input checked="" type="checkbox"/> Bid Proposal Form	
<input checked="" type="checkbox"/> Mandatory Equal Opportunity Language Acknowledgement	
<input checked="" type="checkbox"/> Unit Pricing Table	
<input checked="" type="checkbox"/> Acknowledgement of receipt of addenda	

(b) Failure to submit the following documents may be a cause for the bid to be rejected

Required With Submission of Bid (Owners checkmarks)	Initial Each Item Submitted With Bid (Bidders initials)
<input checked="" type="checkbox"/> Non-Collusion Affidavit (notarized)	
<input checked="" type="checkbox"/> Debarment Certification	
<input checked="" type="checkbox"/> Affirmative Action Compliance Notice	
<input checked="" type="checkbox"/> Equipment Certification Form	
<input checked="" type="checkbox"/> HUD form 5369-C	
<input checked="" type="checkbox"/> Americans with Disabilities Act of 1990 Acknowledgement	
<input checked="" type="checkbox"/> Proof of all applicable insurance	
<input checked="" type="checkbox"/> Proof of Business Registration Certificate	
<input checked="" type="checkbox"/> Certification regarding the use of American Goods	
<input checked="" type="checkbox"/> References	
<input checked="" type="checkbox"/> Key Contract Personnel Form	
<input checked="" type="checkbox"/> Bid Document Submission Checklist	
<input checked="" type="checkbox"/> W-9 Form	

**Acknowledgement by bidder:**

Name of Bidder \_\_\_\_\_

An Authorized Representative of \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Date \_\_\_\_\_