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INVITATION FOR BIDS

IFB #11-C-025

Emergency Plumbing Services for Various Sites

PART 1 OF 3

SCOPE OF SERVICES

CONTRACTS DIVISION

**BID OPENING:
AUGUST 3, 2011
AT 1 P.M.**

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**NEWARK HOUSING AUTHORITY
INVITATIONS FOR BID**

**Emergency Plumbing Service for Various Sites
IFB #11-C-025**

The Newark Housing Authority ("NHA") is accepting sealed Bids for maintenance, repair, installation, inspection and emergency plumbing services for various sites. The contract term is for a period of two (2) years with an option to extend for two (2) additional one (1) year periods at the sole option of NHA.

The NHA will receive sealed Bids at 500 Broad Street, 5th Floor, Contracts Division, Newark, New Jersey 07102. All Bid packages shall clearly indicate the specific applicable Bid number and title, and be submitted in triplicate. **The opening of all Bids will be held in the Contracts Division Conference Room located on the 5th floor at 1:00 p.m. on August 3, 2011**, at which time and place all Bids will be publicly opened and read aloud. Bids shall be submitted to: Newark Housing Authority, ATTN: *Nikki L. Whitney*, CONTRACTS DIVISION 500 Broad Street, 5th Floor, Newark, New Jersey 07102.

A pre-Bid conference will be held on July 13, 2011, in the Finance Conference Room located on the 5th floor at 1:30 p.m.

Bid forms and contract documents, including specifications are on file at the office of the Housing Authority of the City of Newark, Contracts Division, 500 Broad Street, Newark, New Jersey 07102 and can also be downloaded at www.newarkha.org. For further information, please contact **NIKKI L. WHITNEY** at 973-273-6434.

Bidders are required to comply with the requirements of NJSA 10:5-31 et seq. and NJAC 17:27 (PL 1975 c 127 Affirmative Action). All Bidders must also comply with 24 CFR 85.36.

All bids must be accompanied by a negotiable Bid Guarantee payable to the HOUSING AUTHORITY OF THE CITY OF NEWARK. The bid guarantee may be a certified check, bank draft or a satisfactory Bid Bond secured by a Surety Company acceptable to the U.S. Government and authorized to do business in the State of New Jersey. The guarantee shall be in an amount of 5% of the total bid. **Consent of Surety must accompany the Bid Guarantee. Failure to submit a 5% Bid Guarantee and Consent of Surety for the full amount of the bid shall result in the rejection of the bid.**

The successful bidder will be required to furnish and pay for a satisfactory Performance and Payment Bond(s) in the amount of 100% of the contract as awarded. The surety company for all bonds must be a guaranty or surety company acceptable to the U.S. Department of Treasury. Individual sureties will not be considered. The surety company must be licensed to do business in the State of New Jersey. U.S. Treasury Circular 570, published annually in the Federal Register lists companies approved to act as surety on bonds securing government contracts, the maximum underwriting limits on each contract bonded, and the state in which each company is licensed to do business.

The Housing Authority of the City of Newark reserves the right to reject any or all Bids or to waive any informality in the Bidding. The NHA also reserves the right to award all or a portion of the award to one (1) or more responsible responsive Bidders. No Bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of the Bids without the consent of the Housing Authority of the City of Newark.

**NEWARK HOUSING AUTHORITY
KEITH D. KINARD
EXECUTIVE DIRECTOR**

IFB INFORMATION AT A GLANCE

NHA CONTACT PERSON	NIKKI L. WHITNEY Telephone: (973) 273-6434 Email: nwhitney@newarkha.org
PRE-BID CONFERENCE	July 13, 2011 At 1:30 P.M. Finance 5 th Floor Conference Room 500 Broad Street, Newark, NJ 07102
QUESTIONS DUE TO NHA IN WRITING	Wednesday, July 20, 2011 at 2 PM
RELEASE OF ANY REQUIRED ADDENDA	Tuesday, July 26, 2011
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID	<ol style="list-style-type: none"> 1. As instructed within Section 5.0 of the IFB document, submit Bid in triplicate; 2. As instructed within Section 2.3, any submissions not including the Non-Curable Items will be rejected.
BID OPENING	<p>AUGUST 3, 2011 1 P.M. Newark Housing Authority Contracts Division 500 Broad Street, 5th Floor Newark, NJ 07102</p> <p>The Bid must be received in-hand and time-stamped by the NHA by no later than 1:00 P.M. on this date.</p>
ANTICIPATED AWARD DATE (NOTE: subject to change)	Thursday, September 22, 2011

SECTION 1.0 INTRODUCTION / BACKGROUND

The Housing Authority of the City of Newark is a governmental entity established under State Law in 1938, and formed under the United States Housing Act of 1937. Charged with providing affordable, decent, safe and sanitary housing for low-income persons, the NHA is the largest provider of affordable housing in the State of New Jersey.

SECTION 2.0 GENERAL INFORMATION

2.1 NHA'S RESERVATION OF RIGHTS

- The NHA reserves the right to reject any or all Bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the NHA to be in its best interests.
- The NHA reserves the right to award a single delivery order contract or to award a single delivery order contract for the same or similar supplies or services to two (2) or more sources under this solicitation.
- The NHA reserves the right not to award a contract pursuant to this IFB.
- The NHA reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon ten (10) days written notice to the successful Bidder(s).
- The NHA reserves the right to determine the days, hours and locations that the successful Bidder(s) shall provide the services called for in this IFB.
- The NHA reserves the right to retain all Bids submitted and not permit withdrawal for a period of sixty (60) days subsequent to the deadline for receiving Bids without the written consent of the NHA Director of Procurement & Contracts.
- The NHA reserves the right to reject and not consider any Bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete Bids and/or Bids offering alternate or non-requested services.
- The NHA reserves the rights to increase or decrease the scope of services and/or sites without changing the nature of the Contract.
- The NHA shall have no obligation to compensate any Bidder for any costs incurred in responding to this IFB.
- The NHA shall reserve the right to at any time during the IFB or contract process to prohibit any further participation by a Bidder or reject any Bid submitted that does not conform to any of the requirements detailed herein.

2.2 BIDDER'S RESPONSIBILITIES – CONTACT WITH THE NHA

It is the responsibility of the Bidder to address all communication and correspondence pertaining to this IFB process to the designated Contract Coordinator, ***Nikki L. Whitney*** or the Director of Procurement & Contracts, ***Shari Hamilton***. Bidders must not make inquiry or communicate with any other NHA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for the NHA to not consider a Bid received from any Bidder who has not abided by this directive.

2.3 NON-CURABLE ITEMS

The following requirements shall be considered mandatory items to be submitted at the time specified by the contracting unit for receipt of the Bid; the failure to submit any one of the mandatory items shall be deemed a fatal defect that shall render the Bid submission unresponsive and that cannot be cured by the governing body.

1. A statement of corporate ownership pursuant to NJSA 52:25-24.2
2. A listing of sub-contractors as required by NJSA 40A:11-16
3. A document for the Bidder to acknowledge receipt of any notice or revisions or addenda to the advertisement or Bid documents, or if applicable, the Bidder acknowledges same pursuant to NJSA 40A:11-23.2e
4. Bid Bond & Consent of Surety

2.4 PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each Bidder submit proof of business registration prior to contract award. Proof of registration shall be a copy of the Bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. Be advised, all sole-proprietors may not submit their application online and must leave time to process the application by postal service. A sample of the acceptable forms of proof of NJ Business Registration is contained in Part 3 of this IFB.

N.J.S.A. 52:32-44 imposes the following requirements on Bidders and all sub-contractors that knowingly provide goods or perform services for a Bidder fulfilling this contract: The Bidder shall provide written notice to its sub-contractors and suppliers to submit proof of business registration to the Bidder. If the Bid includes the use of named sub-contractors, the Business Registration Certificates for those sub-contractors must be submitted prior to contract award. If the selected Bidder uses sub-contractors not part of the submission, prior to receipt of final payment from a contracting agency, the awardee must submit to the Newark Housing Authority an accurate list of all sub-contractors or attest that none was used. During the term of this contract, the Bidder and its affiliates shall collect and remit, and shall notify all sub-contractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A Bidder, sub-contractor or supplier who provides false business registration information or post award, fails to provide proof of business registration for added sub-contractors shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

2.5 CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

1. Any non-curable defects pursuant to N.J.S.A. 40A: 11-23.2
2. All Bids pursuant to N.J.S.A. 40A: 11-13.2;
3. If more than one Bid is received from an individual, firm or partnership, corporation or association under the same name;
4. Multiple Bids from an agent representing competing Bidders;

5. The Bid is inappropriately unbalanced;
6. The Bidder is determined to possess, pursuant to N.J.S.A. 40A: 11-4b, Prior Negative Experience; or
7. If the successful Bidder fails to enter into a contract within twenty one (21) days, Sundays and holidays excepted, or unless otherwise agreed upon by the parties to the contract to extend that time. In this case of failure, the NHA may accept the BID of the next highest scored responsible Bidder. (N.J.S.A. 40A: 11-24b)

A rejected Bid shall be **DEEMED** a **NO BID**, and shall be returned to the Bidder.

2.6 METHOD OF CONTRACT AWARD

1. The length of the contract shall be stated in the public notice and specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this Bid shall be subject to the availability and appropriation of sufficient funds annually.
2. The form of contract shall be submitted by the NHA to the successful Bidder. Terms of the specifications/Bid package prevail. Bidder exceptions must be formally accepted by the NHA.

2.7 PROTESTS

Any actual or prospective Bidder may challenge a Bid specification or protest the award of a contract. In the case of a challenge to the Bid specification, such challenge must be in writing and submitted to the Contracting Officer or the designee no less than three (3) business days prior to the opening of Bids. The Contracting Officer or designees shall review the matter of the challenge and issue a written decision on the matter. Challenges filed after that time period shall be considered void and thereupon having no effect on the NHA from awarding a contract. In the case of the award of a contract, the protest must be in writing and received by the Contracting Officer or the designee within five (5) business days after the notice of the contract award, or the protest will not be considered.

The Bidder shall provide the following:

1. Name, address and telephone number, email is optional of the person filing the Bid protest.
2. Indicate/specify the IFB number and the description of the solicitation.
3. Provide a detailed statement specifying the nature of the complaint.
4. Specify the form of relief being sought.

The Contracting Officer or designee shall conduct a review of the protest matter and shall issue a written decision on the matter. The Contracting Officer may, after concurrence of the General Counsel and with approval by the Executive Director suspend the procurement pending resolution of the protest, if it is warranted by the facts and findings discovered by the Contracting Officer or designee in the review of the protest matter.

SECTION 3.0 INTENT AND SCOPE OF WORK

3.1 INTENT OF THE INVITATION FOR BIDS

- 3.1.1 General:* The Authority owns, operates and maintains approximately 9,000 units of public housing for low-income tenants consisting of high-rise elderly complexes as well as low rise and townhouse projects. Approximately 8,000 units of this housing stock is occupied with the remaining vacant units scheduled for

either renovation, major rehabilitation, or demolition/replacement of suitable new units. The Authority has thirty-seven (37) housing projects. Twelve (12) of these are designated as elderly housing, eight (8) are low-rise sites, and eleven (11) are townhouse complexes.

The Housing Authority of the City of Newark is requesting bids to furnish labor and material to provide maintenance, installation, repairs, inspection, certification and emergency plumbing services at various Housing Authority project sites on an as needed basis.

The Newark Housing Authority provides services to the tenants seven (7) days a week, 24 hours a day.

The Contractor shall respond to the routine service call and send his/her mechanics to the job site in no more than twenty-four (24) hours from the time the initial call is made. This response will be in normal working hours i.e. Monday through Friday, 8:00 a.m. to 4:30 p.m. unless otherwise stipulated and approved by the Newark Housing Authority. The contractor must respond to the site within 4 hrs from the notification in case of an emergency as determined by the Housing Authority and perform necessary work to abate the emergency situation immediately.

The Authority reserves the right to provide the materials for any work to be completed, if the Authority wishes to do so. All the materials provided by the Contractor shall be approved before using or installing it. The Contractor shall provide samples, factory-tested reports, or shop drawings for approval before work can commence. The Authority has the right to reject and require the Contractor to remove and replace any material without prior approval.

- On the Authority's request, the Contractor shall provide the materials. If the Contractor provides the materials, the Authority will pay the actual material cost at fair market value, substantiated by paid invoices, plus the percentage mark-up proposed by the Contractor in the cost portion of the proposals for overhead and profit.

The Authority will not provide any tools, or equipment and will not provide transportation. The cost of these shall be included as part of the hourly rate. Transportation time will not be the part of actual service hour time. The Contractor will only get paid for actual service time spent on the job site.

The Contractor shall visit different Newark Housing Authority's project sites for familiarity with equipment, systems, condition access, location and scope of work. Submittal of bid/proposal will attest to the fact that the Contractor has performed this phase of the proposal.

In the event of any damages due to poor workmanship and/or material, the Contractor shall repair/replace all damages to the Authority's satisfaction with no additional cost to the Authority.

By submitting response to this bid, the Contractor agrees to perform the job in good faith, follow fair labor practice, demonstrate high ethical standards and maintain cooperative relations with the Newark Housing Authority and its employees.

3.1.2 Requirements: The Contractor shall include within its submittal a brief description outlining the company's experience and technical qualifications.

The Contractor shall provide a resume of the officers, supervisors and all technicians. The resume shall also include the number of officers, supervisors and technicians in the company.

Contractor must have a person on staff with valid plumbers license issued by the State of New Jersey and shall be able to apply and obtain any permits required for any job under this contract at no additional cost to the Authority.

All licenses, permits and certifications shall be provided with the Bid submission with dates of expiration. The Contractor shall provide a listing of references with address, contact person, phone number and type of services provided. The Contractor shall also include a list of all completed and current contract with contract amount.

ALL BID PACKETS SHALL BE CLEARLY MARKED WITH BID NO. 11-C-025

Interested Contractor must have at least five (5) years' experience in maintenance, repairs, inspection, installation, emergency plumbing services and demonstrate from previous jobs, its ability to adequately provide the required skilled personnel and materials to complete the work within a reasonable period of time. The Contractor must be familiar with current applicable local, state and federal rules, regulations and code requirements covering the offered services and securing of necessary permits and licenses for such work. The Contractor is also responsible for securing adequate liability insurance coverage to perform the service. The Contractor shall provide job standards/hours for related routine maintenance/repair work specified in this bid/proposal.

The Contractor shall respond to the routine service call and send his/her mechanics to the job site in no more than twenty-four (24) hours from the time the initial call is made. This response will be in normal working hours i.e. Monday through Friday, 8:00 a.m. to 4:30 p.m. unless otherwise stipulated and approved by the Newark Housing Authority. The contractor must respond to the site within 4 hrs from the notification in case of an emergency as determined by the Housing Authority and perform necessary work to abate the emergency situation immediately.

The Contractor shall have adequate manpower, equipment tools and materials to provide the services in this proposal.

The Contractor shall be able to respond and complete the work as per the Authority's need within the time specified in a workmanlike manner.

Certifications and Representations by Firm and of Personnel - The Authority requires the Contractor to provide the following certifications or representations related to the proposed work:

- Certification that any hired subcontractor has the ability, staff, and experience to carry out the requirements of this IFB at various sites. If the Contractor chooses to submit his/her bid as a joint venture, he/she must provide with the bid a certification confirming that association and the relevant capabilities and experience of each firm.
- Provide the NHA with a list showing the number and titles of personnel that will be assigned to this project in various categories of work.
- Each Contractor must have five (5) years of relevant experience to propose on this project. If the primary bidder does not have five (5) years of experience, then he or she needs to be in a joint venture with a firm that has the required experience. The requirement for five (5) years experience is not to be made up from a combination of the required years of experience of multiple firms, but must be experience within one firm. For Joint Ventures, an executed "joint venture" agreement is required to be included with the bid submission.
- Davis-Bacon Prevailing wage rates for Essex County, New Jersey shall apply for all work under any Task Order exceeding \$2,000, as performed under this contract. The Contractor is solely responsible to verify and apply the appropriate current rates for each category of trade Labor. The current rates can be obtained from contacting the Department of Labor or on the web at <http://www.wdol.gov>.

The Contractor is required to submit corresponding certified payroll and daily field activity reports covering each period of payment requisition to the NHA in order to process any corresponding application(s) for payment. All periodic payments are subject to 10% retainage (withholding) until acceptance of the project by the NHA and all required contract closeout documents are filed with the NHA.

W/D/MBE Participation - Assessment of the Contractor's proposed W/D/MBE Participation may also be based at NHA's discretion on the following:

1. The W/D/MBE employment in management positions and/or minority ownership.
2. The utilization of W/D/M-owned business as subcontractors or Joint Venture Partners.

The NHA shall assure access to various site properties necessary for the Contractor to perform the services, and to furnish an employee of the NHA to accompany the Contractor on any visit to the site for the required work.

The NHA shall designate a contract officer / manager to act on its behalf with respect to all work authorization and acceptance. The Contract Officer / Manager or his/her designee shall examine and respond promptly to the Contractor submittals and shall give prompt notice to the Contractor of any defects in the work.

3.2 SCOPE OF WORK

The Contractor shall provide all necessary labor, materials, tools and equipment for maintenance, repair, replacement, refurbishment, installation, inspection and certification of plumbing and other related systems at various projects of the Authority on an as needed basis.

All the work shall be performed in compliance with all current and applicable city, state, federal, New Jersey Uniform Fire Code, BOCA National Building Code, The National Electrical Code, National Plumbing Code, NFPA rules, regulations and code requirements.

The Contractor shall replace all necessary defective components to make the systems operational. All new components shall meet with all applicable codes and standards. All original components replaced shall remain the property of the Housing Authority. All new replaced components shall be of the original manufacturer or compatible, and shall become the property and remain the property of the Housing Authority. Any and all compatible components not of the original manufacturer shall meet with written approval of the Authority. If substituted, components must be compatible with all components within the system. The Newark Housing Authority reserves the right to reject and require the Contractor to remove and replace any substituted material installed without prior written approval. In the event that an original part is to be substituted with another part from the same manufacturer, the Contractor shall advise the Newark Housing Authority's Representative, and at the same time, supply the manufacturer's full name, part name and part number.

PLUMBING WORK

Perform various type of plumbing work involved in the repair, servicing, maintenance, installation and inspection of plumbing systems, equipment and fixtures, water lines, gas lines, steam lines, waste disposal and sewer lines, condensate lines, sinks, toilets, bathtubs, faucets, showers, shower diverters, traps, valves, pumps, heating and hot water equipments, domestic water systems etc. and other related work as required. The examples of work are as follows but not limited to:

- Routine and Emergency plumbing maintenance work such as repair, replacement, installation and maintenance of plumbing systems, components, equipment, fixtures, sinks, toilets, bathtubs, faucets, showers, shower diverters, traps, valves, pumps, heating convectors, other heating and hot water equipments, domestic water systems etc
- Repair/replacement of water, steam, gas, sewer and waste disposal lines located underground, in the building, basement, and crawl space and in the apartments. Repair, replace fire hydrants, water meter etc.
- Repair, replace, install, service and maintain, hot water heaters, tanks, radiators, steam traps, baseboard heaters, risers, headers, valves, pressure and temperature regulating valves, condensate, vacuum, circulating and sump pumps, controls, auxiliary heating and hot water and related equipment etc.
- Remove sewer stoppages in the apartments, building, basements or underground.
- Make emergency plumbing repairs, trouble shoot malfunctions and breakdowns, water main breaks, leaks, back ups etc. Complete work for any defects or other unsafe conditions.
- When needed work from plumbing schematics, plans and specifications. Determine proper size, type and arrangements needed for the safe functioning of plumbing devices, systems, pipes, and equipment.
- Apply, obtain and pay for permits and coordinate all activities, shutdowns and inspection with City of Newark, Public Utility Company and NHA.
- When necessary dig by hand, and prior to digging, call for utilities mark-out under the One-Call System Process at 800-272-1000 or dial 811. **NO DIGGING SHALL BE DONE UNTIL ALL THE UTILITIES ARE MARKED BY THE UTILITY COMPANY AND NO DIGGING CAN BE DONE PRIOR TO THE DATE AND TIME GIVEN BY THE ONE-CALL SYSTEM.**
- In case of emergency the contractor shall call the One-Call System Process for emergency mark-out and follow the instructions for the emergency work.
- The Contractor shall be responsible for any fines, penalties, violations and damages caused or imposed as a result of the work during the contract period.
- The contractor shall be responsible for all mark-out areas and upon completion of work restore or replace the site to its original condition.
- The contractor is required to comply with all current and applicable rules, regulations, codes, and ordinances required by local, city, state, federal and all other agencies having jurisdiction.

PROCEDURES

The following procedures are outlined for providing work under this contract. The Contractor shall adhere to these procedures in strict accordance with the following:

During the life of the contract, the Newark Housing Authority's designated representative shall have complete control over the entire work the contractor will perform. The Contractor will be notified of all work to be performed through the designated Newark Housing Authority's representative only. The Contractor shall perform the job under the supervision of the Newark Housing Authority's representative. In the event of any controversy, the decision by the Authority's representative shall be final and binding.

This contract is based on an as needed, on call basis. The contractor will be issued a work order and service request form to perform the work described in this specification. Since it is very difficult to determine the exact time require, the Contractor shall indicate the approximate time and material to finish that job and obtain Newark Housing Authority's representative's approval prior to the starting of the job. If for any reason the Contractor determines any additional requirement of time or material, the Contractor shall immediately contact authorized Authority personnel and get his/her approval. The Contractor cannot proceed to work without prior approval from authorized Authority personnel. After this approval, the Contractor shall proceed with the work immediately and complete it within the stipulated time with minimum interruption in the services to the tenants.

The Contractor must report to the project superintendent or dispatcher (if the superintendent is not at work) and must sign the project contractor's log sheet prior to starting any work and must sign out at the end of each workday. The Contractor shall also check in and out with the project superintendent on arrival and departure from the project. Also, the Contractor's personnel shall sign the boiler room log sheet upon entering and leaving the boiler room. The Contractor shall also notify the office at Maintenance Services and the Project Area Superintendent as to when the work will start and all dates thereafter until the work is completed.

The Contractor shall be responsible to monitor the expended amount in this contract. The Contractor shall not exceed the budget limit in any case. If this budgeted amount is utilized prior to the contract period of twenty-four consecutive calendar days (two (2) years), the contract will be terminated. It will be the Contractor's responsibility to monitor the amount spent and the Authority will not pay any amount that exceeds this budget limit.

The Contractor must submit the monthly invoice no later than the 5th day of each month for all work completed for the month and also showing the approximate amount for any outstanding work in progress.

CONTRACT SERVICE REQUEST:

- a. All work shall be performed during regular working hours on regular working days (i.e. Monday to Friday 8:00 a.m. to 4:30 p.m.), unless otherwise authorized and requested by the Authority.
- b. All telephone calls for any service shall be answered and responded to the site within two (2) hours of notification from the authorized Authority Personnel.
- c. No overtime or holidays will be worked without prior approval or orders from the authorized Authority.
- d. The following procedures are outlined for the ordering of work under this contract. The instructions and the form "Contract Maintenance Service Request" (CMSR) are made part of this contract and shall be processed and executed accordingly. The Housing Authority' may or may not use this procedure of using CMSR. The Contractor shall adhere to the work order procedure in strict accordance with the following:
- e. Upon receipt of Contract Maintenance Service Request, listing:
 1. Project Location
 2. Service Request
 3. Description of work requested
- f. The Contractor must immediately proceed to the project site with the necessary materials and equipment to perform requested service.
- g. Upon completion of the work, the Contractor must complete the Contract Maintenance Service Request form with all required items.
- h. Upon request, any work completed under Time and Material Basis, the Contractor must submit written price quotes and time of completion and start work only after approval from the Authority prior to proceeding with any extra work or additional time. The Contractor must notify the Authority immediately and obtain approval prior to proceeding with the additional work.

- i. The authorized Authority personnel shall be aware at all times when the Contractor has personnel working on any Authority's sites. This is necessary so that proper daily reports, etc. can be maintained (particularly on time and material jobs) where these daily reports, etc., shall be the basis against which the Contractor's price quotes and invoices will be checked.
- j. All of the Contractor's personnel must each day sign the Project Logbook prior to starting any work and must sign out at the end of the work period of each day.
- k. The Contractor shall report to and notify Office of Maintenance Services and the Site Superintendent or Manager upon arrival and departure from the site, and also, as to when major repair work will be completed and the downtime of the equipment.
- l. The Authority will assign an inspector to the job site.

SUBMITTAL OF CONTRACT SERVICE REQUEST:

- a. If the Contractor, upon making an on-site inspection of work to be performed, cannot complete the entire job within one (1) complete working day, he must submit in writing to the Authority reasons and estimated completion date.
- b. After completion of work, the Contractor must fill out the Contract Maintenance Service Request forms provided by the Authority, including but not limited to the following information:
 - 1. Quantity and type of material used.
 - 2. Unit price and total amount per bid.
 - 3. Percentage quoted in bid for overhead & profit for material mark-up.
 - 4. Number of team hours as quoted in bid or price quote.
 - 5. Team hourly rates and extended.
 - 6. Name and title of personnel performing work, dates and amount of hours worked.
 - 7. Contractor's signature and date.
- c. The Contractor shall attach material invoices and daily job tickets to the Contract Service Request forms.
- d. All Contract Maintenance Service Requests will be submitted by the Contractor with an invoice which shall list these service requests by their form number, project number and amount.
- e. The Contractor shall submit the entire package to the Department Of Property Management of the Housing Authority of the City of Newark.
- f. Payment will be made upon receipt of properly executed forms. The Contractor shall submit the invoice on a monthly basis. Monthly invoices must be submitted no later than the 5th day of each month showing previous amount billed, amount for current invoice, estimated amount for work in progress and available contract balance. This invoice must include all work completed and also showing outstanding work in progress and outstanding Contract Service Requests with estimated amount for completion. It is the Contractor's responsibility to monitor total contract amount and amount utilized. Any work performed in excess of contract amount will be the Contractor's responsibility and the Authority will not pay any amount that exceeds the contract award amount.

Contract Period and Time of Completion:

- a. The Contract period shall be for twenty-four (24) consecutive months beginning from the date of Notice to Proceed issued by the Contracting Officer, or until budgeted funds are exhausted, whichever comes first. The date for commencement of work is to be agreed upon by the Authority and the Contractor.
- b. The Contractor must complete all work in a timely manner in accordance with fair trade practice. The Contractor must complete all work under this contract within specified time in the price quotes.

The attached list of sites and other information is for information purposes only. The Housing Authority reserves the right to add or delete any site or sites under this contract.

3.3 CONTRACT REQUIREMENTS

- 3.3.1 **Performance Bond:** Bidder shall simultaneously with the delivery of each executed CMSR, submit an executed bond in the amount of one hundred percent (100%) of the acceptable task order as security for the faithful performance of each task order.

Failure to submit this with the executed task order shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22. A sample of this bond is included in Part 2 of this IFB #11-C-025.

- 3.3.2 **Labor and Material (Payment) Bond:** Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

- 3.3.3 **Maintenance Bond:** Upon acceptance of the Task Order work by the NHA, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed **15%** of the project costs guaranteeing against defective quality of work or materials for the period of **2** years

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

- 3.3.4 **N.J. Worker and Community Right to Know Act:** The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq., and N.J.A.C 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

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

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

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

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration. The form is available online at www.state.nj.us/labor/lsse/lspubcon.html.

3.4 PAYMENT:

- No payment will be made unless duly authorized by the NHA's authorized representative and accompanied by proper documentation.
- Payment will be made in accordance with the Owner's policy and procedures.

3.5 CONTRACT TERM:

The Term of the agreement shall be for a period of two (2) years with two (2) Option Terms available to renew for one (1) additional year each at the sole discretion of the NHA, and subject to availability of annually appropriated funding for the contract. If directed by NHA, any Task Order in effect at the time the Contract expires or is terminated shall continue until that work is completed.

SECTION 4.0 SUBMISSION FORMAT

The purpose of the Bid submission is to determine the lowest responsible responsive Bidder. Along with cost of services, the NHA will review the qualifications as listed in the Bidder's Qualifications Statement for competency and capacity to perform the work required by the NHA. The Bid should include the following:

4.1 BID

All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the Bid form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the Bid must be initialed in ink by the person signing the Bid.

Each Bid form must give the full business address, business phone, fax, e-mail, if available, the contact person of the Bidder, and be signed by an authorized representative as follows:

- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
- Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Bids by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

4.2 NON-CURABLE DOCUMENTS:

- 4.2.1 Stockholders Disclosure Certification: provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the Bid or accompanying the Bid of said corporation or partnership, the Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein. (NJSA 52:25-24.2)
- 4.2.2 Listing of Sub-contractors and Sub-Contractor Certification: A signed listing of all sub-contractors to be used and completion of certification form. (NJSA 40A:11-16)
- 4.2.3 Acknowledgement of Receipt of Addenda/Clarifications: A document provided by the contracting agent in the Bid plans, specifications or Bid documents for the Bidder to acknowledge the Bidder's receipt of any notice, revisions, addenda or clarifications to the advertisement or BID documents. (NJSA 40A:11-23.2e)
- 4.2.4 Bid Guarantee: Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of **5% percent of the total price bid price** unconditionally to the owner as allowed by HUD Handbook 7460.8 REV2 6.11(D)(1). When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24(a). The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to NJSA 40A:11-21.
- 4.2.5 Consent of Surety: Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for **full amount of bid price** from a Surety Company authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to NJSA 40A:11-22.

4.3 STATEMENT OF BIDDER'S QUALIFICATIONS:

Bidder shall complete the form provided in Part 3 of this IFB #11-C-025

4.4 REFERENCES

Bidder shall complete reference form provided in Part 3 of the IFB # 11-C-025 and provide current references from at least three (3) organizations or clients (excluding NHA) that can address your specific capabilities as they relate to the requirements of the IFB. Include the following for references:

1. List of municipal or government organization currently represents and for what type(s) of service (provide contact names, telephone numbers and email addresses); and
2. Contact names and telephone numbers of clients in the State of New Jersey with whom organization has had a working relationship

4.5 FINANCIAL STATEMENT

Bidder shall demonstrate its financial stability by the submission of audited financial statements or annual reports from the previous two (2) years, or the two (2) most recently available, or such other information as is reasonably acceptable to the NHA.

4.6 OTHER REQUIRED BID DOCUMENTS:

Each Bidder is required to submit, in addition to those listed in items 4.1-4.5, the documents included in the *Submission Documents* package. These include:

- Checklist
- Affirmative Action Compliance Notice
- Business Registration Certificate
- Affidavit of Non-Collusion
- Affidavit of Non-Default
- Drug Free Work Place Certification
- Debarment Statement – submit notarized statement, on the firm's letterhead, that the Bidder or partner are not debarred, suspended or otherwise prohibited from professional practice by any Federal, State or Local agency.
- Liens, suits or judgments – submit notarized statement on the firm's letterhead, indicating a description of any disputes, suites, judgments and liens during the past two (2) years.
- HUD Form 5369-A: Representations, Certifications and other Statements of Bidders
- HUD Form 2530: Previous Participation Certification
- HUD Section 3 Utilization Plan

SECTION 5.0 GENERAL INSTRUCTIONS

Bid Submission deadline is by August 3, 2011 at 1 p.m. It is the Bidder's responsibility that Bids are presented to the NHA at the time and at the place designated. Sealed Bids may be hand delivered or mailed; however, the NHA disclaims any responsibility for Bids forwarded by regular or overnight mail. If the Bid is sent by express mail service, the designation above must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.

Bidders are asked to submit a Bid in triplicate addressed to NEWARK HOUSING AUTHORITY - CONTRACTS DIVISION; bearing the name and address of the Bidder written on the face of the package, and clearly marked "BID" with the IFB title and # 11-C-025.

5.1 QUESTIONS

All questions and requests for information must be addressed in writing to **Nikki L. Whitney**, Contracts Division with a copy to **Shari Hamilton**, Director of Procurement and Contracts. The deadline for receipt of questions pertaining to this IFB shall be by 2:00 p.m. on July 20, 2011. All communications pertaining to this IFB shall be addressed to Contracts Division, 500 Broad Street, 5th Floor, Newark, N.J. 07102, by email nwhitney@newarkha.org or by facsimile (973) 273-6549.

The NHA will respond to all such inquiries in writing by addendum to all prospective Bidders (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the NHA will NOT conduct any ex parte (a substantive conversation—"substantive" meaning, when decisions pertaining to the IFB are made—between the NHA and a prospective Bidder when other prospective Bidders are not present) conversations that may give one prospective Bidder an advantage over other prospective Bidders.

5.2 INTERPRETATION AND ADDENDA:

The Bidder should rely only on representations, statements or explanations, contained in this IFB, any documents that the NHA has provided the Bidder, which are referred to in this IFB, and in such formal written addenda as are issued by the NHA prior to the BID opening.

5.3 DISCREPANCIES IN BIDS

If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

In the event that there is a discrepancy between the individual rates and the extended totals, the rate prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

5.4 BID PRICING, MINIMUM CONTRACT AWARD

5.4.1 The owner is exempt from any local, state or federal sales, use or excise tax.

5.4.2 The owner has attempted to identify the need and estimated amounts of work to cover its requirements; however, past experience shows that the amount of work tasked may be different than that submitted for Bidding. The right is reserved to decrease or increase the work as specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE OR WORK IS IMPLIED OR GUARANTEED.

- 5.4.3 Bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All Bids submitted shall have included this cost.
- 5.4.4 Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the Bidder, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the Bidder's convenience.

SECTION 6.0 EQUAL BIDS

In the rare case when two (2) or more Bids are equal in all respects, the award should be decided by drawing lots or other random means of selection, in accordance with HUD 7460.8 Rev 2(6)(12)(C).

SECTION 7.0 ADDITIONAL INFORMATION

7.1 INSURANCE REQUIREMENTS

Before commencing of services under this project, the Bidder shall furnish to the NHA certificates of insurance showing that the following insurance is in force, stating policy numbers, dates of expiration, limits of liability, deductibles, and aggregate amounts payable hereunder. Certificates of insurance must contain a 30-day cancellation clause and a brief description of the work to be performed. The NHA shall be named additionally insured in the Comprehensive General Liability Insurance policy.

- Worker's Compensation and Employer's Liability Insurance according to the laws of the state in which the Development Team's services are to be performed.
- Professional Liability Insurance covering claims made at any time prior, during, or subsequent to completion of the Bidder's services with a limit of not less than \$1,000,000 with a deductible not more than \$10,000.
- Comprehensive General Liability Insurance (bodily injury and property damage coverage) covering claims made at any time prior, during, or subsequent to completion of the Bidder's services with a limit of not less than \$2,000,000 with a deductible not more than \$10,000.
- Automobile Liability Insurance (bodily injury and property damage) covering claims with a \$1,000,000 Combined Single Limit. The policy must include coverage for Hired Car Liability and Non-Owned Automobile Liability.
- Where an amendment to the policies is required as a result of a contract with the NHA, the amendment shall be made prior to the signing of said contract.
- In view of the Contractor's responsibilities to insure and secure material and work in progress as stated above, and the fact that the Authority developments are located in areas of the city that are subject to high crime, it shall be the sole responsibility of the Contractor to properly protect all material and work prior to final acceptance by NHA. Therefore, the Authority shall require the Contractor to have in place, prior to commencing work at the site, Installation Floater Insurance to cover losses due to vandalism and theft.

The Bidder shall require each of the sub-contractors to furnish them with certificates of insurance evidencing current policies in force stating policy numbers, dates of expiration, limits of liability, deductibles, and aggregate amounts

payable there under. This shall be submitted for review and approval prior to commencement of the sub-contractors' activities. Certificates of insurance are to be forwarded to the NHA upon receipt.

7.2 JOB-SITE RESPONSIBILITIES

Contractor's Supervision: The contractor shall give his personal supervision to the work or have a competent supervisor, satisfactory to the NHA on the site at all times with full authority to act on behalf of the contractor. This employee shall have authority for the contractors' operations and shall be available should the NHA officials have questions or directives. The contractor shall provide staff adequate to coordinate and expedite the work properly and maintain competent supervision of the work to assure compliance of the contract at all times.

Correspondence: The Contractor shall send all copies of correspondence concerning any matter of a contractual nature to the NHA Contracting Officer and forward all correspondence concerning technical matters to the respective generating department.

Schedules and Contractor Operation: Adequate notice must be given to the Authority prior to commencing work at the site, scheduling of contract work will be the joint responsibility of the management personnel at the project and the Contractor. The Contractor's scheduling of operations shall be closely coordinated with the Authority.

Identification: The contractor shall provide an identification badge to each employee. Identification badges shall state the name of the contractor, name of the employee and the employees I.D. number. The contractor must notify the buildings engineers and security desk of their presence on the job site at the beginning of each day. All personnel are required to wear an identification badge during their presence on the job site.

Protection – Security: The Contractor, at his own cost, cover the entire contract period for the protection and security of its work, personnel, materials, equipment, tenants and the public. All equipment used during the Contract Period shall comply with all applicable safety regulations, laws, ordinances and codes, as OSHA, etc. When conflict between laws, ordinances or OSHA, etc. arises, the most stringent shall apply. All work shall be secured after each work day.

Drugs and Alcohol: The contractor shall be responsible for the conduct of employees during the workday. The presence of drugs or alcohol will not be tolerated on the job site by the NHA.

Site Access: Construction access to the site shall be through public streets and rights-of-way only. The Contractor shall obtain whatever additional access deemed necessary at no additional cost to the Authority. The Contractor is alerted to the fact that work within areas of the site may be restrictive for large construction equipment. Access to these areas of the site will be the responsibility of the Contractor. The Contractor should select the proper site equipment for the work.

Access shall be maintained at all times for emergency and service vehicles (garbage, postal, etc.). Local traffic shall be provided access upon completion of the normal workday.

Work Week: The NHA's regular workweek is from Monday to Friday. The hours of work are from 8:00 a.m. to 5:00 p.m. The contractor shall conform to this schedule unless written permission is granted by the NHA to deviate from this schedule.

The contractor shall not be permitted to work on weekends, evenings and holidays unless prior approval is granted by the NHA. It is at the sole discretion of the NHA whether to allow work to be conducted.

Clean-Up: The Contractor shall be responsible and ensure that all building surfaces and areas shall be left clean and free of excess materials, drippings, splatters or otherwise. Such removal shall not mar or effect original surfaces. Building grounds shall be left clean and free of construction debris.

7.3 LIQUIDATED DAMAGES

It is understood that the damages that the NHA may sustain due to delay in completion of the project may be difficult to quantify. Therefore, in addition to the other remedies permitted by the Contract or provided by law, the NHA shall be entitled to liquidated damages in the following amount for delay in completion of the project from the completion dates stated in the Contract. This is to be construed as not being a penalty but in lieu of actual damages. The NHA shall represent the cost for technical and procedural costs of the project for each day of delay including weekends and holidays in completion of any stage of the project. The NHA will charge \$500.00 per day for delay.

In addition to liquidated damages, be advised that in the event of late performance of this contract, the NHA reserves the right to consider any unjustified delay beyond the contract completion date as a bearing on your responsibility to perform future contracts for the NHA.

The contractor shall not be penalized or charged with liquidated damages because of any delays in the completion of the contract due to unforeseeable causes beyond the control and without the fault of the Government, fires, floods disputes and unusually severe weather conditions. Documentation of any / all delays must be provided by the contractor.

The contractor shall be responsible for costs of construction inspection / administration services necessary due to a delay in completion of the project within the contractual time frame or for inspection / administration costs should the contractor work beyond the normal work day, as allowed by Section 40A:11-17 of the New Jersey Public Bidding Laws.

7.4 EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION STATEMENT

The goal of the Affirmative Action Program is thirty (30%) percent of the dollar value of the total contract awards and purchases during the fiscal year. The Bidder's commitment to Affirmative Action and Minority Business Enterprises shall be demonstrated by submittal within one hundred twenty (120) days of the start of the project evidence indicating:

1. An active Affirmative Action Program, hiring practices, minorities in upper management positions and/or minority ownership.
2. The utilization of minority owned businesses as subcontractors or Joint Venture partners.

7.5 MANDATORY AFFIRMATIVE ACTION CERTIFICATION

Goods and Services Contracts: no firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

Each 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:

- 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

- A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- A photocopy of an Employee Information Report (Form AA 302) 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 Bidder's submission will be rejected as non-responsive if either one of the required documents is not submitted in the specified time frame.

7.6 SECTION 3 CLAUSE:

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

- a. 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.
- b. 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.
- c. The contractor agrees to send to each labor organization a representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor 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 reference, 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.
- d. 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 a 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.
- e. 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.
- f. 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.

- g. 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 Enterprises. 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).

7.7 AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as Appendix A of the sample contract and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

7.8 TRUTH IN CONTRACTING

Bidders should be aware of the following statutes that represent "Truth in Contracting" laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Bidders. It is a serious crime for the Bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a Bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

Bidders should consult the statutes or legal counsel for further information.

7.9 TERMINATION OF CONTRACT

1. If, through any cause, the Bidder shall fail to fulfill in a timely and proper manner obligations under the contract or if the Bidder shall violate any of the requirements of the contract, the NHA shall there upon have the right to terminate the contract by giving written notice to the Bidder of such termination and specifying the effective date of termination. Such termination shall relieve the NHA of any obligation for balances to the contractor of any sum or sums set forth in the contract. The NHA will pay only for goods and services accepted prior to termination.
2. Notwithstanding the above, the Bidder shall not be relieved of liability to the NHA for damages sustained by the owner by virtue of any breach of the contract by the Bidder and the NHA may withhold any payments to the Bidder for the purpose of compensation until such time as the exact amount of the damage due the NHA from the Bidder is determined.
3. The Bidder agrees to indemnify and hold the owner harmless from any liability to sub-contractors / suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the NHA under this provision.

4. In case of default by the Bidder, the NHA may procure the goods or services from other sources and hold the Bidder responsible for any excess cost.
5. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the NHA reserves the right to cancel the contract.
6. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC. It is understood by all parties that if, during the life of the contract, the Bidder disposes of his / her business concern by acquisition, merger, sale and or / transfer or by any means convey his / her interest(s) to another party; all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original Bid/contract. Any change shall be approved by the NHA. The Bidder will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the NHA. The NHA may terminate the contract for convenience by providing sixty (60) calendar days advanced notice to the Bidder.

7.10 PAY TO PLAY

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 Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.11 PROMPT PAYMENT ACT N.J.S.A. 2A:30A-1 et seq.

The award of this contract is subject to approval of the Newark Housing Authority Board of Commissioners and the continuing availability of funds after approval. This also includes any payment as a result of litigation of any dispute flowing from the award of this contract. Further, any change orders amounting to more than 20% must be approved by action of the Board of Commissioners.

NHA SITE INFORMATION

DATE: January 6, 2010
PAGE: 1

NO.	SITE #	TYPE	NAME & PHONE NO.	ADDRESS	NOS. OF UNITS	OTHER INFORMATION / REMARKS
1	NJ 2-01	FAMILY LOW RISE	SETH BOYDED TERR. PHONE # 430-2689 (MAINT.) 799-2990 (MGR.)	124 SETH BOYDEN TERR. SETH BOYDEN TR, CENTER TR CHURCH TR, DAYTON TR	1 BR: 178 2 BR: 257 3 BR: 95 TOTAL: 530	12 BLDGS., 70 ENTRANCES, 12 BSMNTS., ALL THREE STORIES
2	NJ 2-02	FAMILY LOW RISE	PENNINGTON COURT PHONE # 430-2688 / 2762	214 SOUTH STREET SOUTH ST, PENNINGTON ST	1 BR: 87 2 BR: 120 3 BR: 29 TOTAL: 236	4 BLDGS., 32 ENTRANCES, 4 BSMNTS., ALL THREE STORIES
3	NJ 2-05 CLOSED	FAMILY LOW RISE	BAXTER TERR. PHONE # 430-2158 (MAINT.) CLOSED	25 SUMMIT STREET JAMES ST, NESBITT ST, ORANGE ST CLOSED	1 BR: 147 2 BR: 264 3 BR: 100 TOTAL: 511	21 BLDGS., 85 ENTRANCES, 21 BSMNTS., ALL THREE STORIES CLOSED
4	NJ 2-06	FAMILY LOW RISE	STEPHEN CRANE VILLAGE PHONE # 430-2675 (MAINT.) 430-2626 (MGR.)	1 STEPHEN CRANE PLAZA MAGNOLIA LN (N & S), PINE LANE (N & S), HOPWTHORNE LN (N & S), WACHUNG AVE (N & S)	1 BR: 135 2 BR: 147 3 BR: 71 TOTAL: 353	27 BLDGS., ADMIN BLDG., INDIVIDUAL APT. ENTRANCES, CRAWL SPACES, ALL TWO STORIES
5	NJ 2-07	FAMILY LOW RISE	HYATT COURT PHONE # 430-2700 (MAINT.) 430-2699/2766 (MGR.)	2 RONOKE COURT VINCENT CT, HAWKINS ST, HAWKINS CT, HORATION CT, ROANOKE AVE, ROANOKE CT	1 BR: 111 2 BR: 186 3 BR: 89 4 BR: 15 TOTAL: 401	12 BLDGS., 51 ENTRANCES, 12 BSMNTS., ALL THREE STORIES
6	NJ 2-08 CLOSED	FAMILY LOW RISE	FELIX FULD PHONE # 430-2692 / 2682 CLOSED	147 ROSE STREET, JELIFF AVE ROSE ST, WAVERLY AVE, LIVINGSTON CLOSED	1 BR: 71 2 BR: 155 3 BR: 72 TOTAL: 298	8 BLDGS., 40 ENTRANCES, 8 BSMNTS., ALL THREE STORIES CLOSED
7	NJ 2-09	FAMILY LOW RISE	TERRELL HOMES PHONE # 430-2679 (MAINT.) 430-2770/2771 (MGR.)	35 RIVER VIEW COURT RIVERVIEW CT, RIVERVIEW PL, RIVERVIEW TR.	1 BR: 100 2 BR: 110 3 BR: 65 TOTAL: 275	11 BLDGS., 28 ENTRANCES, 11 BSMNTS., ALL THREE STORIES

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8	NJ 2-10 DEMOLISHED	FAMILY LOW/HIGH RISE DEMOLISHED	KRETCHMER HOMES PHONE # 430-2665 (MAINT.) DEMOLISHED	71 LUDLOW STREET DAYTON ST, LUDLOW ST DEMOLISHED	1 BR: 51 2 BR: 179 3BR: 128 TOTAL: 358	ALL HIGH RISE BUILDINGS ARE PLANNED FOR DEMOLITION. PROCESS OF RELOCATING TENANTS. 2- THREE STORIES BLDGS., DEMOLISHED
9	NJ 2-11 DEMOLISHED	FAMILY LOW/HIGH RISE DEMOLISHED	WALSH HOMES PHONE # 430-2684 DEMOLISHED	1945 MCCARTER HIGHWAY MCCARTER HWY, GRAFTON AVE DEMOLISHED	1 BR: 75 2 BR: 231 3 BR: 334 4 BR: 78 5 BR: 12 TOTAL: 630	8 BLDGS., 14 ENTRANCES, 8 BSMNTS., ADMIN. BLDG., 5- EIGHT STORIES & 3 - THREE STORIES DEMOLISHED
10	NJ 2-12 DEMOLISHED	FAMILY HIGH RISE DEMOLISHED	HAYES HOMES PHONE # 430-2694 DEMOLISHED	71 BOYD STREET DEMOLISHED	1 BR: 189 2 BR: 893 3 BR: 334 4 BR:29 5 BR: 10 TOTAL: 1455	PLANNED FOR DEMOLITION 10 BLDGS., 20 ENTRANCES, 10 BASEMENTS ALL THIRTEEN STORIES DEMOLISHED
11	NJ 2-14	FAMILY LOW RISE	BRDLEY COURT PHONE # 430-2682 (MAINT.) 430-2680/ 2778/2779	46 NORTH MUNN AVE NORTH MUNN AVE	1 BR: 45 2 BR: 181 3 BR: 75 TOTAL: 301	10 BLDGS., 20 ENTRANCES, 10 BSMNTS., ALL THREE STORIES
12	NJ 2-15 DEMOLISHED	FAMILY HIGH RISE DEMOLISHED	STELLA WRIGHT PHONE # 430-2646 DEMOLISHED	159 SPRUCE STREET MONTGOMERY ST, PRINCE ST SPRUCE ST, WAVERLY AVE DEMOLISHED	1 BR: 144 2 BR: 609 3 BR: 318 4 BR: 81 5 BR: 52 TOTAL: 1204	7 BLDGS., ADMIN. BLDG., 14 ENTRANCES 7 BASEMENTS, ALL THIRTEEN STORIES DEMOLISHED

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13	NJ 2-16	ELDERLY HIGH RISE	STEPHEN CRANE ELDERLY PHONE # 430-2663 (MAINT.) 430-2424/2425 (MGR.)	60 CEDAR LANE 60 CEDAR LANE, 58 EVERGREEN LANE	0 BR: 44 1 BR: 132 2 BR: 22 TOTAL: 198	2 BLDGS., 2 ENTRANCES, TUNNELS FOR PIPES 2 THIRTEEN STORIES
14	NJ 2-17	ELDERLY HIGH RISE	KRETCHMER ELDERLY PHONE # 799-2876 / 430-2068 430-2066/2067	35 VAN VECHTEN STREET 31-35 VANVECTEN ST	0 BR: 44 1 BR: 132 2 BR: 22 TOTAL: 198	2 BLDGS., 2 ENTRANCES, TUNNELS FOR PIPES 2 THIRTEEN STORIES
15	NJ 2-18	ELDERLY HIGH RISE	HAYES ELDERLY PHONE # 430-2694	68 BOYD STREET	0 BR: 22 1 BR: 65 2 BR: 11 TOTAL: 98	1 BLDG., 1 ENTRANCE, TUNNEL FOR PIPES 1 THIRTEEN STORIES
		DEMOLISHED	DEMOLISHED	DEMOLISHED		DEMOLISHED
16	NJ 2-19E	ELDERLY HIGH RISE	GI GI FOUSCHEE TOWERS PHONE # 430-2669 (MAINT.) 430-2667/2668 (MGR.)	69-99 LINCOLN ST	0 BR: 60 1 BR: 140 2 BR: 52 TOTAL: 252	1 BLDG., 4 ENTRANCES, 1 BASEMENT 1 THIRTEEN STORIES
17	NJ 2-20	FAMILY TOWNHOUSES	BRDLEY COURT II PHONE # 430-2682	A: 16 TO 34 NO. MUNN AVE B: 239-241A SECOND STREET 244-246 FIRST STREET	2 BR: 12 3 BR: 12 TOTAL: 24	ALL TWO STORIES TOWNHOUSES
18	NJ 2-21A	ELDERLY HIGH RISE	KRETCHMER ELDERLY PHONE #430-2710	963 FRELINGHUYSEN AVE 100 LUDLOW ST, 122 LUDLOW ST 963 FRELINGHUYSEN AVE 991 FRELINGHUYSEN AVE	0 BR: 176 1 BR: 220 2 BR: 44 TOTAL: 440	4 BLDGS., 4 ENTRANCES, NO BASEMENTS 1- NINE STORIES & 3- FIFTEEN STORIES
19	NJ 2-21E	ELDERLY HIGH RISE	SETH BOYDEN ELDERLY PHONE # 430-2658 (MAINT.) 430-2701/2638 (MGR.)	27 FOSTER STREET 120 DAYTON ST, 130 DAYTON ST 27 FOSTER STREET	0 BR: 144 1 BR: 180 2 BR: 36 TOTAL: 360	3 BLDGS., 3 ENTRANCES, NO BASEMENTS 1- NINE STORIES & 3- FIFTEEN STORIES
20	NJ 2-21F	ELDERLY HIGH RISE	SETH BOYDEN ELDERLY PHONE # 430-2660 (MAINT.) 430-2659/ 2788	839 FRELINGHUYSEN AVE 46 EVERGREEN AVE, 839 FRELINGHUY- SEN AVE	0 BR: 80 1 BR: 100 2 BR: 20 TOTAL: 200	2 BLDGS., 2 ENTRANCES, NO BASEMENTS 1- NINE STORIES AND 1 - THIRTEEN STORIES

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21	NJ 2-22B	ELDERLY HIGH RISE	BAXTER ELDERLY PHONE # 430-2616 (MGR.)	25 SUMMIT STREET 9 SUMMIT ST, 25 SUMMIT ST	0 BR: 96 1 BR: 130 2 BR: 24 TOTAL : 250	2 BLDGS., 2 ENTRANCES, TUNNELS FOR PIPES, 2 - THIRTEEN STORIES
22	NJ 2-22C	ELDERLY HIGH RISE	STEPHEN CRANE ELDERLY PHONE # 430-2635 (MGR.)	900 FRANKLIN AVE 880 FRANKLIN AVE, 900 FRANKLIN AVE 920 FRANKLIN AVE	0 BR: 151 1 BR: 194 2 BR: 30 TOTAL : 375	3 BLDGS., 3 ENTRANCES, TUNNELS FOR PIPES, 2 - NINE STORIES & 1 - FIFTEEN STORIES
23	NJ 2-22D	ELDERLY HIGH RISE	STEPHEN CRANE ELDERLY PHONE # 430-2631 (MGR.)	801 NORTH 6TH STREET 789 N 6TH ST, 801 N 6TH ST 815 N 6TH ST	0 BR: 151 1 BR: 194 2 BR: 30 TOTAL : 375	3 BLDGS., 3 ENTRANCES, TUNNELS FOR PIPES, 2 - NINE STORIES & 1 - FIFTEEN STORIES
24	NJ 2-25	ELDERLY HIGH RISE	JAMES C. WHITE MANOR PHONE # 242-8258	516-518 BERGEN STREET	1 BR: 168 2 BR: 38 TOTAL : 206	1 BLDG., NO BASEMENT 1 - FIFTEEN STORIES
25	NJ 2-27	FAMILY TOWNHOUSES	SCATTERED SITE NEW HORIZION GARDENS PHONE # 273-6804 (MAINT.)	A: 102 TO 136 QUITMAN STREET 759 TO 773 MLK BLVD. B: 220 TO 264 IRVINE TURNER BLVD	3 BR: 60 4 BR: 30 5 BR: 13 TOTAL : 103	ALL TWO STORIES TOWNHOUSES
26	NJ 2-29	FAMILY TOWNHOUSES	TOWNHOUSE COMPLEX SCATTERED SITES PHONE # 273-6850	200 TO 264 LIVINGSTON STREET 688A TO 722F SOUTH 11TH STREET 663A TO 699F SOUTH 10TH STREET	3 BR: 33 4 BR: 9 5 BR: 5 TOTAL : 47	ALL TWO / THREE STORIES TOWNHOUSES
27	NJ 2-30	FAMILY TOWNHOUSES	TOWNHOUSE COMPLEX BERGEN ST VILLAGE PHONE # 273-6800	470A TO 506D BERGEN STREET 222A TO 236E MUHAMMAD ALI AVE	3 BR: 36 4 BR: 10 5 BR: 4 TOTAL : 50	ALL TWO / THREE STORIES TOWNHOUSES
28	NJ 2-31	FAMILY TOWNHOUSES	TOWNHOUSE COMPLEX STEPHIE THOMPSON VILLAGE PHONE # 273-6850	A: 157 TO 215A CHEDWICK AVE B: 42 TO 56A VICTORIA AVE 49 TO 59 MT. PROSPECT AVE	4 BR: 61 TOTAL : 61	ALL TWO / THREE STORIES TOWNHOUSES

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29	NJ 2-35	FAMILY TOWNHOUSES	TOWNHOUSE COMPLEX WEST SIDE VILLAGE PHONE # 273-6850	530A TO 570D SO. 13TH STREET 529A TO 569H SO. 12TH STREET 9A TO 9D ROWLEY STREET	3 BR: 36 4 BR: 8 5 BR: 5 TOTAL: 49	ALL TWO / THREE STORIES TOWNHOUSES
30	NJ 2-36	FAMILY TOWNHOUSES	TOWNHOUSE COMPLEX TOWNHOUSE AT BROAD ST PHONE # 622-5901/5906 BROADWAY VILLAGE	57A TO 57E THIRD AVE 26A TO 89B BROAD STREET 259A TO 269B BROADWAY 25A TO 41F MT. PLEASANT AVE 60A TO 60H ORIENTAL STREET	2 BR: 38 3 BR: 39 4 BR: 10 5 BR: 2 TOTAL: 89	ALL TWO / THREE STORIES TOWNHOUSES
31	NJ 2-37	FAMILY TOWNHOUSES	TOWNHOUSE COMPLEX TOWNHOUSES AT ORIENTAL ST PHONE # 622-5901/5906	55A TO 73H ORIENTAL STREET 279A TO 317B BROADWAY 49A TO 49F BROAD STREET	2 BR: 72 3 BR: 17 4 BR: 4 5 BR: 2 TOTAL: 95	ALL TWO / THREE STORIES TOWNHOUSES
32	NJ 2-39	FAMILY TOWNHOUSES	TOWNHOUSE COMPLEX DKM / WORLD I BETTY SHABAZZ VILLAGE PHONE # 430-2060/2054/2056	A: 5A TO 69B IRVINE TURNER BLVD 243 TO 259 COURT STREET 251 TO 263 W. KINNEY STREET B: 306 TO 318 18TH AVE 397 TO 407 HUNTORDON STREET 404 TO 416 BERGEN STREET C: 157 TO 167 MUHAMMAD ALI AVE 171 TO 180 BROAD STREET 181 TO 199 LIVINGSTON STREET	3 BR: 91 (8H) 4 BR: 23 (3H) 5 BR: 10 TOTAL: 124 (11H)	ALL TWO / THREE STORIES TOWNHOUSES
33	NJ 2-40	FAMILY TOWNHOUSES	TOWNHOUSE COMPLEX SERENITY PHONE # 430-2060/2054/2056	A.: 51 TO 61 CHEDWICK AVE B: 97-103 CHEDWICK AVE C: 69-81 CHEDWICK AVE D: 198-206 AVON AVE E: 589-609 BERGEN ST F: 146-168 QUITMQUON ST G: 218-232 SEYMOUR AVE H: 637-651 BERGEN ST	3 BR: 73 (3H) 4 BR: 20 (4H) 5 BR: 7 (2H) TOTAL: 100 (9H)	ALL TWO / THREE STORIES TOWNHOUSES

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34	N.J. 2-41	FAMILY TOWNHOUSES	TOWNHOUSE COMPLEX BELLMEAD OSCAR MILES VILLAGE PHONE # 430-2060/2054/2056 430-6800 (office @ 41 Wright St) Comm. Bldgs: 166 Court St	A-1 : 64A TO 74B BROOME ST 192 TO 202 B COURT ST A-2 : 166A-190B COURT ST A-3 : 45A TO 59 LINCOLN ST 150A TO 164B COURT ST A-4 : 27A TO 41 MERCER ST 29 TO 43B LINCOLN ST A-5 : 43A TO 67B MERCER ST A-6 : 48A TO 60 BROOME ST 62A TO 83 MERCER ST B : 122 TO 140 BRUNSWICK ST C : 36-38 SHERMAN AVE 39 TO 45 MURRAY ST D : 42 TO 46 MILLER ST 110 TO 122 SHERMAN AVE E : 20 TO 24 MURRAY ST 72 TO 84 BRUNSWICK ST F : 29 TO 33 MILLER ST 131 TO 135 SHERMAN AVE G : 113 TO 121 PENNSYLVANIA AVE Comm. Room: 166 Court St	2 BR: 66 (2H) 3 BR: 102 (5H) 4 BR: 24 (4H) 5 BR: 7 TOTAL : 199 (11H) + Comm. Bldg.	ALL TWO / THREE STORIES TOWNHOUSES + Comm. Bldg.
35	N.J. 2-42	FAMILY TOWNHOUSES	TOWNHOUSE COMPLEX KEMSCO PHONE # 430-2674 622-5901 /5906 Comm. Room: 93 7th Ave	A : 14 TO 27A CUTLER ST 6A TO 26 A STONE ST 85A TO 115A 7TH AVE 66A TO 94 B CRANE ST B/T : 77A TO 95A MT. PLEASANT AVE 82A TO 96A BROAD ST C : 211A TO 219A 5TH ST D : 3A TO 9A STONE ST E : 47A TO 55A CRANE ST 58A TO 62B SUMMER AVE CONTINUED ON NEXT PAGE	3 BR: 134 (11H) 4 BR: 48 5 BR: 11 TOTAL : 193 (11H) + Comm. Bldg.	ALL TWO / THREE STORIES TOWNHOUSES + Comm. Bldg.

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35	N.J.2-42 CONT.	FAMILY TOWNHOUSES	TOWNHOUSE COMPLEX KEMSCO PHONE # 430-2674	<p>CONTINUED FROM PREVIOUS PAGE</p> <p>F : 7B TO 15A VICTORIA AVE G : 33A TO 35A VICTORIA AVE H : 487 B TO 491 A 7TH AVE 32A TO 42B N. 13TH ST I : 60A TO 62B N. 13 TH ST J : 88A TO 92A N. 13TH ST K/O : 50A TO 58 MT. PLEASANT AVE L : 35B TO 37N N. 13TH ST N : 59A TO 65B N. 13TH ST P : 38A TO 44B N. 12TH ST Q : 60A TO 64A N. 12TH ST R : 3A TO 17A N. 12TH ST S : 55A TO 63A N. 12TH ST V : 351A TO 357 A 7TH AVE WEST 190A TO 196A 5TH ST W : 69A TO 75B HIGHLAND AVE Comm. Bldg: 93 7th Ave</p>		

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36	NJ 2-43	FAMILY TOWNHOUSES	TOWNHOUSE COMPLEX BELLMEAD PHONE # 430-6850/6853/6852 Comm. Bldg: 560 15th Ave	S-1 : 425-427A S 10TH SREET 440-450 S. 11TH STREET 502-504 15TH AVE S-2 : 422-434A S. 11TH SREET S-3 : 437- 443 S. 13TH STREET S-4 : 422-443 S. 13TH STREET 423-433 14TH AVE S-5 : 524-534 15TH AVE 458-462 S. 13TH STREET S-6 : 433- 445 S. 12TH STREET 436-438 S. 13TH STREET S-7 : 260-264 14TH AVE S-8 : 510-520 15TH AVE 456-460 S. 12TH STREET 443-447 S. 11TH STREET S-9 : 429-433 S. 11TH STREET 440-450 S. 12TH STREET S-10: COMM. BLDG. , 560 15TH AVE S-11: 483-491 S. 11TH STREET S-12: 473-479 S. 11 TH STREET 470-484 S. 12TH STREET S-13: 504-519 15TH AVE Comm. Bldg: 560 15th Ave	4 6 2 8 4 6 6 6 3 7 2 3 6 3 3 4 6 0 5 4 6 6	ALL TWO / THREE STORIES TOWNHOUSES + Comm. Bldg.
				<p style="text-align: right;">----- 3 BR: 70(5H) 4 BR: 25 5 BR: 5 TOTAL : 100 (5H)</p>		

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37	N.J. 2-44	FAMILY TOWNHOUSES	TOWNHOUSE COMPLEX GWD / BIT DEVELOPMENT LA VILLA DR. JOSE ROSARIO PHONE # 273-6804 273-6800 (office @ 41 Wright St)	S-1 : 141 TO 145 PENNSYLVANIA AVE S-2 : 117 TO 123 WRIGHT ST S-3 : 135 TO 169 ELIZABETH AVE S-4 : 86 TO 92 SHERMAN AVE S-5 : 70 TO 74 EMMET ST S-6 : 112 TO 116 PENNSYLVANIA AVE S-7 : 49 TO 71 ASTOR ST S-8 : 71 TO 77 MURRAY ST S-9 : 11 TO 25 SHERMAN AVE S-10: 23 TO 27 PARKHURST AVE S-11: 18 TO 22 THOMAS ST 48 TO 54 BRUNSWICK AVE S-12: 112 TO 128 S. 6TH ST 152 TO 154 12TH AVE 107 TO 111 LITTLETON RD S-13: 55 TO 59 SHERMAN AVE S-14: 12 TO 23 MILLER ST S-15: COMMUNITY & MAINT. CTR. 34 TO 43 WRIGHT ST 109 TO 113 SHERMAN AVE Comm. Bldg: 41 Wright St	4 2 20 5 4 4 8 4 11 4 4 6 11 4 6 0	ALL TWO / THREE STORIES TOWNHOUSES + Comm. Bldg.
38	NJ 2-45	FAMILY TOWNHOUSES	TOWNHOUSE COMPLEX CLAIRMONT PHONE # 430-2081 Comm. Bldg. 281 16th Ave	461-477 S. 10TH STREET 480-484 S. 11TH STREET 526- 540 S. 19TH STREET 489-627 S. 15TH STREET 522-538 S. 18TH STREET 515-529 S. 18TH STREET 539-541 S. 18TH STREET 509- 543 S. 17TH STREET 517-523 S. 19TH STREET 524-546 S. 19TH STREET 579-587 15TH AVE 613-627 15TH AVE Comm. Bldg. 281 16th Ave	1 BR: 16 2 BR: 56 (5H) 3 BR: 1 TOTAL : 73 (5H) + Comm. Bldg.	ALL TWO / THREE STORIES TOWNHOUSES + Comm. Bldg.

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39	NJ 2-46	FAMILY TOWNHOUSES	TOWNHOUSE COMPLEX BELLMEAD PHONE # 273-6814 Comm. Bldg: 122 Avon Ave	S-1 : 89-137 PESHINE AVE 162-172 AVON AVE S-2 : 1-39 RIDGEWOOD AVE (ODD) 114-120 AVON AVE S-3 : 10-40 RIDGEWOOD AVE (EVEN) 308-334A IRVINE TURNER BLVD. 94-100 AVON AVE S-4 : 570-582 BERGEN STREET S-5 : COMM.BLDG: 122 AVON AVE	25 6 20 4 17 13 4 7 0	ALL TWO / THREE STORIES TOWNHOUSES + Comm. Bldg.
40	NJ 2-47	FAMILY TOWNHOUSES	TOWNHOUSE COMPLEX CENTURY 21 PHONE # 273-6814 Comm. Bldg : 238 Jelliff Ave	1A: 238 JELLIFF AVE -COMM. BLDG. 1B: 178A-188 PESHINE AVE 1C: 1-5B WILNORA HOLMAN WAY 1D: 231-243 JELLIFF AVE 1E: 439-445 CLINTON AVE 1F: 213A-223B JELLIFF AVE 1G: 2-6B WILNORA HOLMAN WAY 1H: 232 JELLIFF AVE - GARAGE 2A: 158A-168B PESHINE AVE 2B: 1- 5B MILDRED HELMS PL 2C: 140-150B PESHINE AVE 2D: 66-72 MADISON AVE CONTINUED ON NEXT PAGE	7 4 7 4 8 4 8 4 7 4	ALL TWO / THREE STORIES TOWNHOUSES + COMMUNITY BLDG AND GARAGE BLDG.

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41	NJ 2-47 Continued	FAMILY TOWNHOUSES	TOWNHOUSE COMPLEX CENTURY 21 PHONE # 273-6814 Comm. Bldg : 238 Jelliff Ave	CONTINUED FROM PREVIOUS PAGE 2E: 193-205B JELLIFF AVE 2F: 2-6B MILDRED HELMS PL 3A: 403-409 CLINTON AVE 3B: 402-410 CLINTON AVE 3C: 84A- 88 RIDGEWOOD AVE 3D: 378-392B IRVINE TURNER BLVD 3E: 130-136B RIDGEWOOD AVE 3F: 120A-124 RIDGEWOOD AVE	7 4 4 5 4 9 5 4 1 BR: 20 2 BR: 40 (10H) 3 BR: 40 TOTAL : 100 (10H)	ALL TWO / THREE STORIES TOWNHOUSES
41	NJ 2-48	FAMILY TOWNHOUSES	TOWNHOUSE COMPLEX CENTURY 21 PHONE # 273-6814 (Office @ 122 Avon Ave)	734A-765 HUNTERDON ST 1-6B EDUCATION WAY 1-6B LEARNING LANE 271A-301 PESHINE ST 135-141 RUNYON ST	1 BR: 20 2 BR: 38 (8H) 3 BR: 38 (4H) TOTAL : 96 (12H)	ALL TWO / THREE STORIES TOWNHOUSES

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42	NJ 2-49	FAMILY TOWNHOUSES	TOWNHOUSE COMPLEX PHONE #	<p><u>PARK PLACE</u> 560-568 S 112th St Bldg # 1 (5 Units) 1-5B Bertha Ct Bldg # 2 (4 Units) 559-567 S. 11th St Bldg # 3 (5 Units) 540A-552B S. 12th St Bldg # 4 (9 Units) 2-4 Bertha Ct Bldg # 5 (2 Units) 1-5B Jennie Ct Bldg # 6 (4 Units) 541A-552B S. 11th St Bldg # 7 (7 Units) 2 Jennie Ct Bldg # 8 (3 Units) 531A- 537B S. 11th St Bldg # 9 (6 Units)</p> <p><u>OAK BROOK SQUARE</u> 229-241 W. Bigelow St Bldg # 10 (7 Units) 291-301 Jelliff Ave Bldg # 11 (6 Units) 222-230 Peshine Ave Bldg # 12 (5 Units) 289A-289C Jelliff Ave Bldg # 13 (3 Units) 281-287B Jelliff Ave Bldg # 14 (5 Units) 273-277 Jelliff Ave Bldg # 15 (3 Units) 648-654 Hunterdon St Bldg # 16 (4 Units) 460A-464B Clinton Ave Bldg # 17 (5 Units) 191-199 Peshine Ave Bldg # 18 (5 Units)</p>	<p><u>PARK PLACE</u> 1BR: 12 2 BR: 19 3 BR: 14 TOTAL : 45</p> <p><u>OAK BROOK SQUARE</u> 1BR: 6 2 BR: 16 3 BR: 21 TOTAL : 43</p> <p><u>GRAND TOTAL</u> 1BR: 18 2 BR: 35 3 BR: 35 GRAND TOTAL: 88</p>	<p>ALL TWO / THREE STORIES TOWNHOUSES</p>

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43	NJ 2-50	FAMILY TOWNHOUSES	TOWNHOUSE COMPLEX For Sites: 1,2,3 Office: 93 7th Ave, Ph # 973-622-5901 For Sites: 4,5,6,7,8,9, Office: 122 Avon Ave Ph # 973-273-6811	PHASE: I Site # 1C 41A-49B Triton Terrace 1D 40A-56 Triton Terrace 1E 1A-3 Triton Terrace 1F 48A-50 Delavan Ave 1G 107A-117B Peabody Pl. 1H 99-103 Peabody Pl. 2A 2A-14B May St 2B 29-31B Lincoln Ave 3 116-128 Wakeman Ave 4 692A-698B Hunterdon St 5 662-674 Hunterdon St 6 102-110B Ridgewood Ave 7 261-287 Jelliff Ave 8 381-389 Clinton Ave 9A 31-37 Vanderpool St 9B 137-139 Sherman Ave	PHASE: I 1 BR: 19 2 BR: 36 (4H) 3 BR: 33 TOTAL : 88 (4 H)	ALL TWO / THREE STORIES TOWNHOUSES

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44	NJ 2-51	FAMILY TOWNHOUSES	TOWNHOUSE COMPLEX MT. PLEASANT ESTATE PHONE # 622-5901/5906 (Office @ 93 7th Ave)	21 TO 35B GOUVERNEUR ST 215 TO 247 MT. PLEASANT AVE 222 TO 252 BROAD ST	2 BR: 2 3 BR: 40 TOTAL : 42	ALL TWO / THREE STORIES TOWNHOUSES
45	NJ 2-52	FAMILY TOWNHOUSES	TOWNHOUSE COMPLEX WYNONA LIPMAN GARDENS CENTURY 21 PHONE # 273-6879/ 6880 Comm. Bldg: 200 Cathedral Ct	718-727 WICKER CT 105-169 MLK BLVD. 46-92 7TH AVE 604-614 BRIGHT CT 2-36 RUGERIO PL 801-818 DILLARD CT 201-240 CATHERDAL CT 418-440 HOLIDAY CT 309-388 MAHOGANY CT 506-519 FAIRLAWN WALK Comm. Bldg: 200 Cathedral Ct	1 BR: 74 2 BR: 211 (15H) 3 BR: 15 TOTAL : 300(15H) + Comm. Bldg.	ALL TWO / THREE STORIES TOWNHOUSES
46	NJ 2-53	FAMILY TOWNHOUSES	TOWNHOUSE COMPLEX Millennium Way	S-1: 5-15 EARL ST 86A-98B ELIZABETH AVE 10A- 14 PIONIER ST S-2: 9A-17 PIONIER ST 66A-78B ELIZABETH AVE 6A-10 VANDER POOL ST S-3 COMM + UTILITY BLDG (VANDER POOL ST) S-4: 339A-353 CLINTON AVE S-5 321-337 IRVINE TURNER BLVD.	1 BR: 12 2 BR: 22 3 BR: 22 TOTAL : 56 + Comm. Bldg.	ALL TWO / THREE STORIES TOWNHOUSES

NHA SITE INFORMATION

DATE: January 6, 2010
PAGE: 15

NO.	SITE #	TYPE	NAME & PHONE NO.	ADDRESS	NOS. OF UNITS	OTHER INFORMATION / REMARKS
47	NJ 2-67	FAMILY TOWNHOUSES	TOWNHOUSE COMPLEX RIVERSIDE VILLA I WALSH HOLMES NORTH PHONE # 273-2090 430-2683/268/2774 (Office @ 1945 McCarter Hwy.)	1A- 13C GRAFTON AVE 9-131 RIVERSIDE CT	1 BR: 2 2 BR: 26 3 BR: 21 4 BR: 2 TOTAL : 51	ALL TWO / THREE STORIES TOWNHOUSES
48	NJ 2-68	FAMILY TOWNHOUSES	TOWNHOUSE COMPLEX RIVESIDE VILLA II WALSH HOLMES NORTH PHONE # 273-2090 430-2683/268/2774 (Office @ 1945 McCarter Hwy.)	90-174 RIVERSIDE CT	1 BR: 26 2 BR: 10 3 BR: 20 4 BR: 3 5 BR: 1 TOTAL : 60 (6H)	55 ALL TWO / THREE STORIES TOWNHOUSES
49	NJ 2-69	FAMILY TOWNHOUSES	TOWNHOUSE COMPLEX RIVESIDE VILLA III WALSH HOLMES NORTH WKA PHONE # 273-2090 430-2683/268/2774 (Office @ 1945 McCarter Hwy.)	175-181 RIVERSIDE CT 182-186 RIVERSIDE CT 187-191 RIVERSIDE CT 192-198 RIVERSIDE CT 132-138 RIVERSIDE DRIVE 139-146 RIVERSIDE DRIVE 147-154 RIVERSIDE DRIVE 18-23 RIVERSIDE DRIVE 24-31 RIVERSIDE DRIVE 32-38 RIVERSIDE DRIVE 39-49 RIVERSIDE DRIVE 50-57 RIVERSIDE DRIVE	7 5 5 7 7 8 8 6 8 7 11 8 1 BR: 12 (2 H) 2 BR: 34 3 BR: 29 4 BR: 9 5 BR: 3 TOTAL : 87 (2H)	

NHA SITE INFORMATION

DATE: January 6, 2010
PAGE: 16

NO.	SITE #	TYPE	NAME & PHONE NO.	ADDRESS	NOS. OF UNITS	OTHER INFORMATION / REMARKS
50	NJ 2-70	FAMILY TOWNHOUSES	TOWNHOUSE COMPLEX KRETCHEMER HOMES HOPE IV TONY GOMES PHONE # 973-430-2665 Office at 71 Ludlow Street	382-394 DAYTON STREET 9-21 LUDLOW PLACE 142-152A DAYTON PLACE 143-159 DAYTON PLACE 30-42A LUDLOW STREET 16-28 LUDLOW PLACE 2-14 LUDLOW PLACE 370-380 DAYTON STREET 360-368 DAYTON STREET 342-356 DAYTON STREET 114-126B DAYTON PLACE 133-139 DAYTON PLACE 371-379 PARKSIDE PLACE 361-369A PARKSIDE PLACE 296-340 DAYTON STREET 5 - 15 LUDLOW STREET 101-117A DAYTON PLACE	1 BR: 27 2 BR: 71 3 BR: 39 (8H) 4 BR: 6 TOTAL : 143 (8H)	
51	NJ 2-71					

NHA SITE INFORMATION

DATE: January 6, 2010
PAGE: 17

NO.	SITE #	TYPE	NAME & PHONE NO.	ADDRESS	NOS. OF UNITS	OTHER INFORMATION / REMARKS
52	7685 DEMOLISHED	FAMILY HIGH-RISE DEMOLISHED	BRICK TOWERS MARTIN LUTHER KING BLVD AND MILFORD AVE PHONE # 430-2048/2049/2050 DEMOLISHED	685 MARTIN LUTHER KING BLVD. 715 MARTIN LUTHER KING BLVD. 83 MILFORD AE DEMOLISHED	149 149 23 1 BR: 81 2 BR: 180 3 BR: 23 TOTAL: 321	TOTAL 3 BUILDINGS, 3 ENTRANCES 149 BUILDING: 685 MLK & 715 MLK - 14 Stories each 23 BUILDING: 23 Milford Ave- 3 Stories DEMOLISHED
53	NJ 8-01	ELDERLY HIGH RISE	BRANCH BROOK MANOR PHONE # 484-7500	1 BRANCH BROOK PLACE	1 BR: 180 2 BR: 20 TOTAL: 200	1 BLDG., NO BASEMENT 1 - FIFTEEN STORIES



Executive Director
KEITH D. KINARD

Chairperson
MODIA BUTLER

BOARD OF COMMISSIONERS
GLORIA CARTWRIGHT
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NANCY PEREZ
LENIN CRUZ
RASHARD CASEY

INVITATION FOR BIDS

IFB #11-C-025

Emergency Plumbing Services for Various Sites

PART 2 OF 3

STANDARD DOCUMENTS

CONTRACTS DIVISION

**BID OPENING:
August 3, 2011
AT 1 P.M.**

NEWARK HOUSING AUTHORITY

INVITATION FOR BIDS

#11-C-025

PART 2

STANDARD DOCUMENTS

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SECTION 2	GENERAL CONDITIONS FOR CONSTRUCTION (HUD 5370EZ)
SECTION 3	24 CFR 86.36 (CODE OF FEDERAL REGULATIONS)
SECTION 4	DAVIS BACON WAGE RATES
SECTION 5	SAMPLE CONTRACT

PART 2

SECTION 1

INSTRUCTIONS TO BIDDERS (HUD 5369)

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid 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 PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(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 observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, 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 bid, 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, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, 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, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

(g) Bids 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 the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

PART 2

SECTION 2

GENERAL CONDITIONS FOR SMALL CONSTRUCTION (HUD 5370-EZ)

General Contract Conditions for Small Construction/Development Contracts

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

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than \$2,000 but not more than \$100,000.

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if –
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$_____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$_____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) PHA-furnished facilities, equipment, materials, services, or site; or,
- (4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, 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.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA 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 this Contract.

11. 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.

12. 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.

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) 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.
- (b) 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.
- (c) 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 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.

- (d) 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 a 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.
- (e) 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.
- (f) 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.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) 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.

- (2) (i) Any class of laborers or mechanics, including helpers, 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 and fringe benefits therefor only when all the following criteria have been met:
 - (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause 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.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; *provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) **Withholding of Funds.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, 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 until such violations have ceased. HUD or its designee 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.

(c) **Payrolls and Basic Records.**

- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them 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. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, 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 or 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.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(e) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(f) **Equal Employment Opportunity.** The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(g) **Compliance with Copeland Act Requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(h) **Contract Termination; Debarment.** A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(i) **Compliance with Davis-Bacon and related Act Requirements.** All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(j) **Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(k) **Certification of Eligibility.**

(1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(l) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, 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 these provisions.

(m) **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 exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

PART 2

SECTION 3

24 CFR 85.36 (Code of Federal Regulations)

Code of Federal Regulations
Title 24, Volume 1
Revised as of April 1, 2010]
From the U.S. Government Printing Office via GPO Access
CITE: 24CFR85.36

TITLE 24--HOUSING AND URBAN DEVELOPMENT

PART 85 ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE, LOCAL AND FEDERALLY RECOGNIZED INDIAN TRIBAL

Subpart C_Post-Award Requirements

Sec. 85.36 Procurement.

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards.

(1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or

breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only--

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) Competition.

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of Sec. 85.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed.

(1) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in Sec. 85.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

- (A) A complete, adequate, and realistic specification or purchase description is available;
- (B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

(1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) Contract cost and price.

(1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see Sec. 85.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) Awarding agency review.

(1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This

review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) Contract provisions. A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are 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.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

[53 FR 8068, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995]

PART 2

SECTION 4

DAVIS BACON WAGE RATES

GENERAL DECISION: NJ20100016 04/29/2011 NJ16

Date: April 29, 2011

General Decision Number: NJ20100016 04/29/2011

Superseded General Decision Number: NJ20080016

State: New Jersey

Construction Type: Residential

County: Essex County in New Jersey.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	04/16/2010
3	05/07/2010
4	07/02/2010
5	08/27/2010
6	04/15/2011
7	04/29/2011

BRNJ0002-004 11/01/2009

	Rates	Fringes
BRICKLAYER.....	\$ 36.70	23.47

BRNJ0004-002 11/01/2008

	Rates	Fringes
BRICKLAYER (Cement Mason).....	\$ 25.10	9.25

* CARP0006-001 05/01/2009

	Rates	Fringes
CARPENTER, Includes Drywall Hanging.....	\$ 39.45	49.75%

CARP0119-004 06/01/2009

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 25.29	31%

ELEC0164-005 04/22/2010

	Rates	Fringes
Electricians: Apartments over 4 units.....	\$ 47.37	53.5%
Single family homes and		

apartments no to exceed 4
 units.....\$ 19.23 28.07% + 1.00

ENGI0825-006 07/01/2010

	Rates	Fringes
Power equipment operators:		
(1) Backhoe including Backhoe Track; Crane; Front End Loader 5 cu yd and over.....	\$ 41.02	25.75
(2) Backhoe Loader Combo; Front End Loader 2 yd < 5 cu yd; Hydraulic Crane < 10 cu yd;.....	\$ 39.43	25.75
(3) Bulldozer; Roller blacktop; Front End Loader 1 < 2 cu yd;.....	\$ 37.52	25.75
(4) Roller including Subgrade Roller; Front End Loader < 1 cu yd.....	\$ 35.89	25.75

PAID HOLIDAYS:

New Year's Day, Washington's Birthday observed, Memorial Day,
 Independence Day, Labor Day, Presidential Election Day,
 Veteran's Day, Thanksgiving Day and Christmas Day; provided
 1) that the worker works three of the preceding five work
 days before the holiday; or, the work day before the
 holiday and the work day after the holiday; and, 2) that
 the worker works the work day before and the work day after
 the holiday.

IRON0011-003 07/01/2009

	Rates	Fringes
IRONWORKER		
Reinforcing.....	\$ 34.34	35.60
Structural.....	\$ 37.14	35.60

LABO0055-001 04/01/2011

	Rates	Fringes
LABORER.....	\$ 18.90	5.50

ROOF0004-007 06/01/2009

	Rates	Fringes
ROOFER (Includes All Types of Roofs).....	\$ 31.57	16.50
Roofer.....	\$ 32.82	18.77

SUNJ2004-049 01/02/2009

	Rates	Fringes
OPERATOR: Concrete Pump,		

Truck Mounted.....	\$ 13.50	2.34
PAINTER: Brush and Roller Only.....	\$ 25.20	5.99
PLUMBER.....	\$ 34.78	15.20

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in he matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction

Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

GENERAL DECISION: NJ20100036 06/10/2011 NJ36

Date: June 10, 2011

General Decision Number: NJ20100036 06/10/2011

Superseded General Decision Number: NJ20080036

State: New Jersey

Construction Type: Building

County: Essex County in New Jersey.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	05/07/2010
2	06/04/2010
3	07/09/2010
4	08/13/2010
5	08/27/2010
6	09/24/2010
7	10/08/2010
8	12/17/2010
9	01/14/2011
10	02/18/2011
11	04/29/2011
12	06/03/2011
13	06/10/2011

ASBE0032-008 09/19/2009

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems; also, the application of firestopping material to openings and penetrations in walls, floors, ceilings and curtain walls; also, all lead abatement).....	\$ 43.70	27.84

BRNJ0002-014 11/01/2009

	Rates	Fringes
BRICKLAYER (Including Caulking, Cleaning and Pointing).....	\$ 36.70	23.47

Work on high stacks: 22% per hour additional.

 BRNJ0002-016 11/01/2009

	Rates	Fringes
MASON - STONE.....	\$ 36.70	23.47

Work on high stacks: 22% per hour additional.

 BRNJ0004-001 11/01/2009

	Rates	Fringes
BRICKLAYER (Cement Mason).....	\$ 36.70	23.47

 BRNJ0007-022 12/01/2010

	Rates	Fringes
Tile finisher.....	\$ 39.09	21.81
Tile setter.....	\$ 47.98	25.81

Tile finisher:

Work grouting all epoxy: \$10.00 additional per day.

 CARP0006-009 05/01/2009

	Rates	Fringes
CARPENTER (Scaffold Builder).....	\$ 39.45	49.75%

The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

 CARP0006-010 05/01/2009

	Rates	Fringes
CARPENTER Including Acoustical Ceiling Installation, Drywall Hanging, Formwork, Batt and Blown Insulation....	\$ 39.45	49.75%

 CARP0029-008 05/01/2009

	Rates	Fringes
Soft floor layer.....	\$ 39.45	49.75%

 CARP0715-007 05/01/2009

	Rates	Fringes
Millwright.....	\$ 40.27	49.75%

Work of erection and dismantling of elevators and towers, such as concrete conveyors and temporary material elevators, scaffolding or other structures to be used as scaffolding inside or outside of buildings: the first sixty

feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

 ELEC0164-006 06/01/2010

	Rates	Fringes
ELECTRICIAN (Apartments over 4 units.).....	\$ 48.83	53.5%
ELECTRICIAN (Including Low Voltage Wiring)		
Cable splicer.....	\$ 54.00	54%
Electrician.....	\$ 47.37	54%

Work on line voltage of 440 or 480 volts: 10% per hour additional.

Work from trusses, scaffolds, frames, ladders and poles, 40 ft. or more above the ground or floor (does not include work from a manlift): 20% per hour additional.

Work on radio towers, transmission towers and smokestacks: 21% per hour additional.

 ELEV0001-003 03/17/2008

	Rates	Fringes
Elevator mechanic		
Work on the addition, replacement, refurbishing or relocation of control, drive, generating equipment, hoistway or pit equipment, including work involving a structural rise in the elevator shafts in an existing building and other elevator work in the machine room, hoistway or pit; Also, changes in design and appearance of basic escalator equipment....	\$ 38.46	21.565
All other work.....	\$ 48.19	21.715

PAID HOLIDAYS:

New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day.

PAID VACATION:

A worker who has worked less than 5 years: 4% of his or her hourly rate for all hours worked.

A worker who has worked 5 to 10 years: 6% of his or her hourly rate for all hours worked.

A worker who has worked 15 or more years: 8% of his or her hourly rate for all hours worked.

ENGI0825-020 07/01/2010

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 41.02	25.75
GROUP 2.....	\$ 39.43	25.75
GROUP 3.....	\$ 37.52	25.75
GROUP 4.....	\$ 35.89	25.75
GROUP 5.....	\$ 34.18	25.75

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:

New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:

Backhoe, Including Backhoe Track; Boom; Concrete Paving Machine; Crane (all types, including overhead and straddle traveling type); Drill (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); Elevating Grader; Excavator; Front End Loader (5 cu. yd. and over); Piledriver (length of boom, including length of leads, shall determine premium rate applicable); Trencher

GROUP 2:

Backhoe Loader Combo; Concrete Pumper; Grader/Blade (Finish); Hoist; Hydraulic Crane, 10 Tons and under; Front End Loader (2 cu. yd. but less than 5 cu. yd.); Scraper; Side Boom

GROUP 3:

Asphalt Spreader; Bulldozer; Compressor (2 or 3) (in Battery) (within 100 ft.); Forklift; Front End Loader (1 cu. yd. and over but less than 2 cu. yd.); Lull; Mechanic; Paver, Asphalt; Roller, Blacktop; Tractor;

GROUP 4:

Bobcat/Skid Loader; Compressor (Single); Farm Tractor; Front End Loader (under 1 cu. yd.); Hydroseeder; Roller, Grade; Pump, Hydraulic

GROUP 5:

Oiler

IRON0011-012 07/01/2009

	Rates	Fringes
Ironworkers:		
Reinforcing.....\$	34.34	35.60
Structural, Ornamental.....\$	37.14	35.60

LABO0222-006 05/01/2009

	Rates	Fringes
LABORER		
MASON TENDER:		
Brick/Cement/Concrete.....\$	28.55	19.42

LABO0222-009 05/01/2009

	Rates	Fringes
Laborers:		
Asphalt Shoveler, Asphalt Spreader, Common or General Laborer, Landscape Laborer, Pipelayer, Power Tool Operator and Screedman.....\$	28.05	19.42

LABO1030-002 05/01/2009

	Rates	Fringes
Asbestos Removal Laborer.....\$	28.05	16.22

The removal, abatement, enclosure and decontamination of personal protective equipment, chemical protective clothing and machinery relating to asbestos and/or toxic and hazardous waste or materials which shall include but not necessarily be limited to: the erection, moving, servicing and dismantling of all enclosures, scaffolding and barricades; the operation of all tools and equipment normally used in the removal or abatement of asbestos and toxic or hazardous waste or materials; the labeling, bagging, cartoning, crating, or other packaging of materials for disposal; the clean-up of the worksite; and all other work incidental to the removal, abatement, encapsulation, enclosure, and decontamination of asbestos and toxic or hazardous waste or materials; and, in addition, all work tasks involved in the maintenance and operation of energy resource recovery plants (co-generation plants)

* PAIN0711-018 05/01/2011

	Rates	Fringes
DRYWALL FINISHER/TAPER.....\$	36.81	18.79

PAIN0711-019 05/01/2009

	Rates	Fringes
PAINTER (Brush & Roller).....	\$ 27.72	14.28
PAINTER (Spray).....	\$ 30.50	14.28

PAIN0711-021 05/01/2010

	Rates	Fringes
Glazier.....	\$ 40.60	17.44

Work welding or using a cutting torch:
\$1.00 per hour additional.

Work on a swing stage scaffold; on a pipe scaffold providing the working height of the platform is 30 ft. or above; and on motorized lifts provided that the height of the lift platform is above the second floor or above thirty feet: \$1.00 per hour additional.

PLAS0029-003 05/01/2010

	Rates	Fringes
PLASTERER.....	\$ 40.00	21.75

* PLUM0024-014 05/01/2011

	Rates	Fringes
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 46.31	28.09

PLUM0475-014 05/01/2011

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 48.94	25.30

ROOF0004-011 06/01/2009

	Rates	Fringes
ROOFER (Shingles, Shake and Tile).....	\$ 31.57	16.50
Roofer.....	\$ 32.82	18.77

SFNJ0696-006 01/01/2011

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 50.25	21.40

SHEE0025-005 06/01/2010

	Rates	Fringes
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SHEET METAL WORKER (Including HVAC Duct Installation).....\$ 43.10 29.13

SUNJ2004-007 01/02/2009

Rates Fringes
ROOFERS, Excluding Shingle, Shake and Tile.....\$ 30.21 15.25

TEAM0408-002 05/01/2008

Rates Fringes
TRUCK DRIVER
Dump Truck.....\$ 33.00 12.16+a
Off the Road Truck.....\$ 32.85 12.16+a

a. Employer contributes \$1304.35 per month per worker for health and welfare.

Hazardous waste removal work, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is working in a hazardous waste site, in a zone requiring Level A personal protection for any of the workers: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker has been assigned to work, or, "shapes", one day of the calendar week during which the holiday occurs.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the

identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested

party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

PART 2

SECTION 5

SAMPLE CONTRACT

SAMPLE CONTRACT

THIS CONTRACT, entered into as the _____ day of _____ in the year Two Thousand and Eleven, by and between the HOUSING AUTHORITY OF THE CITY OF NEWARK, a body corporate and politic, organized and existing under and by virtue of the laws of the State of New Jersey, having its principal place of business at 500 Broad Street, in the City of Newark, County of Essex and State of New Jersey, hereinafter called "AUTHORITY", and, CONTRACTOR, a corporation organized and existing under the laws of the State of STATE, with its principal place of business at ADDRESS, in the City of CITY, County of COUNTY and State of STATE, hereinafter called "CONTRACTOR".

ARTICLE 1: SCOPE OF SERVICES

The Scope of Work to be performed under this contract shall include, but not be limited to provide maintenance, installation, repairs, inspection, certification and emergency plumbing services at various Housing Authority project sites on an as needed basis as outlined and described in the Bid # 11-C-025 entitled Emergency Plumbing Service for Various Sites, hereinafter referred to as "SPECIFICATIONS". Services will be performed according to the rates and discounts / markups outlined in the Bid Document attached hereto as "Attachment #2".

ARTICLE 2: CONTRACT TERM

CONTRACT TERM: The Contract Term is inclusive of an Initial Term and two (2) Renewal options for one (1) year each. The Authority reserves the right to cancel the Contract at the end of the term with no penalty for cancellation. If directed by NHA, any CMSR in effect at the time the Contract expires or is terminated shall continue until that work is completed.

INITIAL CONTRACT TERM: The Initial Contract Term of the Contract will be for a period of two (2) years beginning on or about DATE, 2011 through DATE, 2011. The Contractor shall commence the performance of work on this Contract in accordance with the Scope of Services and on the date specified in the written Notice to Proceed issued by the Authority's Contracting Officer.

RENEWAL CONTRACT TERM: Each of the two (2) Renewal Term(s) consist of a one (1)-year option to be exercised at the Authority's sole discretion. Written notice of the Authority's intention to extend the Contract shall be given approximately ninety (90) days prior to the expiration date of each Contract Term.

The Authority may require continued performance within the limits and at the rates specified in the Contract. This option may be exercised for a period of time not to exceed six (6) months.

ARTICLE 3: COMPENSATION AND METHOD OF PAYMENT

The Authority shall pay the Contractor for services rendered under this Contract in accordance with the rates as stated in the Fee Schedule (Attachment #2 hereto), in current funds, an amount not to exceed DOLLARS (\$XXX,XXX.00) for the Initial Term.

Payments of the Contractor's work shall be made on a monthly basis upon presentation of the Contractor's invoice for services rendered to date. Invoices are to be forwarded to **Newark Housing Authority, Chief Operations Officer, 500 Broad Street, Newark, NJ 07102.**

The award of this contract is subject to approval of the Newark Housing Authority Board of Commissioners and the continuing availability of funds after approval. This also includes any payment as a result of litigation of any dispute

flowing from the award of this Contract. Further, any change orders amounting to more than 20% must be approved by action of the Board of Commissioners.

ARTICLE 4: SPECIAL CONDITIONS: INDEFINITE DELIVERY / INDEFINITE QUANTITY (IDIQ)

This is an indefinite-delivery/indefinite-quantity contract for the services specified and effective for the period stated in the contract. Any quantities of services specified in connection with the formation of this contract are estimates only and are not purchased by this contract.

Delivery or performance shall be made only as authorized by CMSR issued in accordance with the Schedule and Coordination clause. The Contractor shall furnish to the Authority, when and if ordered, the services specified in this contract up to and including the amount of services designated in this contract as the "the maximum." The Authority shall order at least the amount of services designated in this contract as the "the minimum."

Except for any limitations on quantities or amounts in the Order Limitations clause, there is no limit on the number of CMSRs that may be issued. The Authority may issue CMSRs requiring work at or for multiple performance locations.

Any CMSR issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the CMSR. This contract shall govern the Contractor's and Authority's rights and obligations with respect to that CMSR to the same extent as if the CMSR were completed during this contract's effective period.

A. ORDER LIMITATION.

- (a) Minimum order. When the Authority requires services covered by this contract in an amount of less than \$100.00, the Authority is not obligated to purchase, nor is the Contractor obligated to furnish, those services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor—
 - (1) Any CMSR in excess of \$XXX,XXX.00;
 - (2) Any combination of CMSRs in excess of \$XXX,XXX.00; or
 - (3) A series of CMSRs from the same ordering office within thirty (30) days that together call for aggregate CMSR defined services exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that CMSR(s) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to provide the services called for and the reasons. Upon receiving this notice, the Authority may acquire the services from another source.

ARTICLE 5: SCHEDULE AND COORDINATION

The schedule and coordination of all work to be completed will be detailed, outlined and approved in the CMSRs.

ARTICLE 6: INSURANCE

Before commencing work, the Contractor shall furnish to the Authority certificates of insurance showing that the following insurance is in force, stating policy numbers, dates of expiration, limits of liability, deductibles and aggregate amounts payable hereunder. Certificates of insurance must contain thirty- (30) day written cancellation clause and a brief description of the work to be performed. The Authority shall be named additional insured in the Comprehensive General Liability Insurance policy. Certificates shall be submitted to the Authority and must be approved before work commences.

Worker's Compensation and Employer's Liability Insurance in accordance with the laws of the state in which the Contractor's services are to be performed.

Comprehensive General Liability Insurance coverage/bodily injury and property damage covering claims made at any time prior, during, or subsequent to completion of the Contractor's services with a limit of not less than \$2,000,000 with a deductible not more than \$10,000.

Professional Liability Insurance covering claims made at any time prior, during, or subsequent to completion of the Contractor's services with a limit of not less than \$1,000,000 with a deductible not more than \$15,000.

Automobile Liability Insurance (bodily injury and property damage) covering claims with a \$1,000,000 Combined Single Limit. The policy must include coverage for Hired Car Liability and Non-Owned Automobile Liability.

ARTICLE 7: MISCELLANEOUS REQUIREMENTS

TERMINATION FOR DEFAULT: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract or violate any statute or regulation, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract, the Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Authority, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, the Contractor shall not be relieved of liability to the Authority for damages sustained by the Authority by virtue of any breach of the Contract by the Contractor, and the Authority may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Authority from the Contractor is determined.

COVENANT AGAINST CONTINGENT FEES: The Contractor warrants that he has not employed any person to solicit or secure this Contract upon any contract for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Authority the right to terminate this Contract, at its discretion, for default.

TERMINATION FOR CONVENIENCE: The Authority may terminate this Contract any time by a notice in writing from the Authority to the Contractor. If the Contract is terminated by the Authority as provided herein, the Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made provided, however, that if less than sixty percent (60%) of the services covered under this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out of pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to fault of the Contractor, the above section hereof relative to termination shall apply.

CHANGES: The Authority may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Authority and the Contractor, shall be incorporated in written amendments to this Contract.

ASSIGNMENT OF CONTRACT: The Contractor shall not assign or transfer any interest in this Contract; except that claims for monies due or to become due from the Authority under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Authority.

INTEREST OF MEMBERS OF CONGRESS: No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise there from.

INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES AND FORMER MEMBERS, OFFICERS, OR EMPLOYEES: No member, officer, or employee of the Authority, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the Authority was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or the proceeds thereof.

SUBCONTRACTING: None of the services covered by this Contract shall be subcontracted without the prior written consent of the Authority. The Contractor shall be as fully responsible to the Authority for the acts and omissions of his sub-Contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

COMPLIANCE WITH LOCAL LAWS: The Contractor shall comply with all applicable laws, ordinances, regulations and codes of the State and local governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

ARTICLE 9: SECTION 3 REQUIREMENT

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- A. 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.
- B. 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.
- C. 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 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.

- D. 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 a 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.
- E. 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.
- F. 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.
- G. 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 Enterprises. 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).

ARTICLE 10: CONTRACT DOCUMENTS

Contract documents shall consist of the following component parts:

- a) This Instrument
- b) Indemnification Agreement
- c) Invitation for Bid # 11-C-025 entitled Emergency Plumbing Service for Various Sites
- d) Section 3 Opportunity Plan dated _____
- e) Bid submitted by the Contractor on _____, as accepted by the Authority

This instrument, together with the other documents enumerated in Article 10, are as fully a part of the Contract as if hereto attached or herein repeated. In the event that any provision in one of the component parts of this Contract conflicts with any provision of any other component part, the provision in the component part first enumerated in Article 10 shall govern, except as otherwise specifically stated.

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

ATTEST

CONTRACTOR

Approved as to Form and Legality

ELLEN MICHELLE HARRIS
Chief Legal Officer
Housing Authority of the City of Newark

ATTEST

HOUSING AUTHORITY OF THE
CITY OF NEWARK

KEITH D. KINARD
Executive Director

Name of Originating Department:

Operations

EXHIBIT A
AMERICANS WITH DISABILITIES ACT OF 1990
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

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

EXHIBIT B

**NJSA 10:5-31 AND NJAC 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
GOODS, PROFESSIONAL SERVICES 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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates 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 for the 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 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 or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

INDEMNIFICATION AGREEMENT

This agreement made this _____ day of _____, 2011, between the HOUSING AUTHORITY OF THE CITY OF NEWARK and CONTRACTOR in the County of COUNTY and State of STATE.

WHEREAS, CONTRACTOR has been contracted by the HOUSING AUTHORITY OF THE CITY OF NEWARK to perform election services in accordance with the Contract Documents and all applicable law; and

WHEREAS, parties hereto seek to protect the Authority from any and all potential claim arising from any negligent act of omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

NOW, THEREFORE, CONTRACTOR hereby agrees to save and indemnify and keep harmless the HOUSING AUTHORITY OF THE CITY OF NEWARK against all liability for claims, demands, judgments and damages including personal and property damage arising from any act by or negligence of CONTRACTOR or its Subcontractors, agents or employees, while in or about the buildings or premises and further agrees to indemnify the HOUSING AUTHORITY OF THE CITY OF NEWARK and/or its agents.

Signed and Sealed this _____ day of _____, 2011.

CONTRACTOR:

Principal Name

Company Seal

Subscribed and sworn to
Before me on this _____ day
Of _____, 2011

NOTARY SEAL

AFFIDAVIT

STATE OF STATE)
) S.S.:
COUNTY OF COUNTY)

Be it remembered that on this _____ day of _____, 2011, before me, the subscriber, Notary Public of the State of STATE, personally appeared, _____, who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that he is the Secretary of CONTRACTOR, the corporation named in the foregoing instrument; that NAME is the President of said corporation, that the execution, as well as the making of this instrument has been duly authorized by a proper resolution of the Board of Directors of said corporation; that deponent well knows the corporate seal of said corporation and the seal affixed to said instrument is such corporate seal and was thereto affixed and said instrument signed and delivered by said President, as and for his voluntary act and deed of said corporation, in the presence of deponent, who thereupon subscribed his name thereto as a witness by like order of the Board of Directors of said corporation.

Secretary

Subscribed and sworn to
before me this _____ day
of _____, 2011.



Executive Director
KEITH D. KINARD

Chairperson
MODIA BUTLER

BOARD OF COMMISSIONERS
GLORIA CARTWRIGHT
ANGELLA PALMER
NANCY PEREZ
LENIN CRUZ
RASHARD CASEY

INVITATION FOR BIDS

IFB #11-C-025

Emergency Plumbing Services for Various Sites

PART 3 of 3

**BID DOCUMENTS
SUBMIT IN TRIPLICATE**

CONTRACTS DIVISION

**BID OPENING:
August 3, 2011
AT 1 P.M.**

PART 3

IFB # 11-C-025

BIDDER'S CHECKLIST

The following is a checklist to aid the bidders in completing the bid documents. Please check off the items completed for accuracy and completeness of the bid documents. Please note that certain forms must be completed when the bid package is returned. Failure to return documents at the time of bid opening may render bid as non-responsive.

MANDATORY SUBMITTAL REQUIREMENTS	YES	NO
CHECKLIST (COMPLETED)		
1. Bid Document (provided within)		
A. NON-CURABLE ITEMS		
2. Bid Bond (provided within)		
Consent of Surety (provided within)		
3. Stockholder Disclosure Certification (provided within)		
4. Sub-Contractor Certification (provided within)		
5. Acknowledgement of Addenda/Clarifications (provided within)		
B. OTHER SUBMISSION DOCUMENTS		
6. Business Registration Certificate		
7. Non-Collusive Affidavit (provided within)		
8. Statement of Bidder's Qualifications (provided within)		
9. Statement of Compliance Wages (provided within)		
10. Affirmative Action Documents (provided within)		
11. HUD 5369A, Representations, Certifications (provided within)		
12. HUD 2530 Previous Participation Certification (provided within)		
13. Reference (provided within)		

IFB #11-C-025

PART 3

SECTION 1

BID DOCUMENT

Newark Housing Authority, Bid Opening August 3, 2011 at 1 p.m.

IFB #11-C-025

**BID DOCUMENT
11-C-025**

Name of Firm	Telephone
Contact Name	Email Address
Street Address	Fax
City, State, and Zip Code	Employer Tax ID

TO: NEWARK HOUSING AUTHORITY
500 BROAD STREET, NEWARK, NEW JERSEY 07102

The undersigned, having familiarized themselves with the Invitation for Bids and all attachments, with the Scope of Work as prepared by the **AUTHORITY** and with local conditions affecting the cost of the work, hereby submit this Bid to furnish all labor, materials, services, equipment and related items required to complete the entire Scope of Work which is furnishing labor & materials, management and supervision for the maintenance, repair, installation, inspection, certification and emergency work for plumbing services for NHA's portfolio of housing developments in Newark, NJ. This is an IDIQ contract and the contract period is two (2) years with two (2) options to extend up to one (1) additional year each.

All prospective Bidders must submit with their Bid a copy of their current plumbing license. An on-site inspection of the site where the work is to be performed should be made at all times. By submitting this Bid, the bidder stipulates that he has reviewed all documents of the bid and the physical, regulatory, environmental, and social conditions of the site and the Scope of Work to be performed, and that the Bid Price and the completion times are based on the Bidder's knowledge of and unconditional acceptance of the conditions.

The bidder takes sole responsibility for the protection and security of the installed and completed work, tools, materials, labor, and the safety of the residents, Authority staff and the public at large, and hereby holds the Authority harmless from any damages, including third parties, based upon the Bidder's failure to protect and secure as above.

1. All prices shall include any tool, equipment, overhead, profit, insurance, supervision and cost for submittal of bids for individual jobs as required by the scope of work. The N.H.A. will not provide tools or equipment.
2. Rates shall include travel time to and from the sites. The N.H.A. will not provide any vehicle or cost for transportation of personnel, material and equipment.
3. All list prices and hourly rates and material mark-ups include any labor, material, security, tools, equipment, overhead cost, profit, insurance cost, supervision cost, travel cost, fringe benefits, and the cost for submitting this bid, including price estimates and quotes for individual jobs required to perform the job as

Newark Housing Authority, Bid Opening August 3, 2011 at 1 p.m.

specified in the scope of work. In any case, NHA will not provide or pay any additional cost for tools, equipment, security and storage space or for all other items included in mark-ups per this paragraph

4. The Housing Authority reserves the right to award contract to one or more qualified bidder(s).
5. Upon request for service, where a two-man team is needed, a mechanic and a helper will be dispatched.
6. Rates for service are hourly, no minimum, services performed less than one hour shall be billed to the half hour.
7. The contractor shall be responsible for security of its personnel, vehicles and materials throughout the term of the contract.
8. ***SPECIAL NOTE: Contract award will be based weighed comparison considering only Regular Hourly Rate for 2 Man Crew (Mechanic + Helper) for Monday to Friday 8:30 am to 4:30pm (i.e. Part A) for labor and material markup. Also, for weighted comparison, the following not to exceed budgeted amount for labor and material for each year will be considered.***

<i>EXAMPLE</i>			
	<i>Labor</i>	<i>Material</i>	<i>Total</i>
<i>Electrical</i>	<i>\$300,000</i>	<i>\$100,000</i>	<i>\$400,000</i>

A. Hourly Rate Schedule: Please enter the name of the Employee Level along with a brief description

Hourly Rate Schedule	Example	Technician	Helper
Direct Labor Rate (a)	\$10.00		
Fringe Benefits (b)	1.00		
Overhead (c) **	1.00		
Profit (d)	1.00		
Total Regular Pay Rate (e)=(a)+(b)+(c)+(d)	\$13.00		
Overtime Rate [(a)*150%]+(b)+(c)+(d)	\$18.00		
Holiday Rate [(a)*200%]+(b)+(c)+(d)	\$23.00		

**Please outline in detail what is included in the Overhead amounts.

***NOTE: Davis-Bacon may apply to some or all of the work anticipated under the resulting contract.

B. MATERIAL MARK-UP: Please enter the mark-up %

If the N.H.A. requests the Contractor to provide materials and parts, the Contractor shall provide them. The N.H.A. will pay actual costs at fair market value, substantiated by paid invoices, plus a mark up for overhead and profit. However, the N.H.A. reserves the right to supply materials and parts at its option.

Mark up % _____

Holidays: _____

Note: The attention of Bidders is particularly called to the fact that, unless the bid is made in strict conformity with the directions given, it will be considered non-responsive and may be rejected.

PRINT/TYPE NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Subscribed and sworn to
before me this ___ day
of _____, 2011.

Notary Public

My commission expires: _____

IFB #11-C-025

PART 3

SECTION 2

BID BOND & CONSENT OF SURETY

Non-Curable Documents
****Form must be completed****

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned,

(Name of Principal)

as PRINCIPAL, and

(Name of Surety)

as SURETY, are held and firmly bound unto the NEWARK HOUSING AUTHORITY, hereinafter called the "AUTHORITY", in the penal sum of five percent (5%) of the total

BID _____, Lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 20__, for _____.

NOW, THEREFORE, if the principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Contractor in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the Authority the difference between the amount specified in said bid bond and the amount for which the Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BID BOND

ATTEST:

(Corporate Principal)

(Business Address)

BY: _____ Affix
Corporate Seal

ATTEST:

(Corporate Surety)

BY: _____ Affix
Corporate Seal

(Power of Attorney for persons signing for Surety Company must be attached to bond).

CERTIFICATE AS TO CORPORATE SEAL

I, _____, certify that I am the _____ of the Corporation named as _____, who signed the said bond on behalf of the Principal, was then _____ of said corporation; that I know his signature and his signature thereto is genuine, and that said bond was duly signed, sealed and attested to, for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

*****NON-CURABLE ITEM*****

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a Consent of Surety in substantially the following form:

To: _____
(Owner)

Re: _____
Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to the _____ a performance bond in
(Owner)

the total amount of the bid in the event that said contractor is awarded a contract for the above project.

(Contractor)

Signed, sealed and dated this _____ day of _____, 20____.

(Surety)

Attorney-in-Fact

CONSENT OF SURETY MUST BE EXECUTED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

PART 3

SECTION 3

STOCKHOLDER DISCLOSURE CERTIFICATION

Non-Curable Document
****Form must be completed****

*****NON-CURABLE ITEM*****

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.

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. Continue on additional page if necessary.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day
of

(Affiant)

_____, 2 ____.
(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

PART 3

SECTION 4

SUBCONTRACTOR CERTIFICATION

Non-Curable Document

****Form must be completed****

*****NON-CURABLE ITEM*****

SUB-CONSULTANT LISTING

Please list the names of all subcontractors to be used on this project. (Add additional sheets where necessary). The subcontractor certification form must be completed for each firm listed.

All subcontractors designated by the bidder shall be capable of doing the work and must have adequate financial resources and experience to perform the work specified. Information regarding the work experience of the designated subcontractor shall also be provided with the bid. Specifically, the bidder shall include a listing of all relevant jobs performed by the subcontractor within the past two (2) years.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____



The Bidder will not be using any subcontractors.

THIS FORM MUST BE SIGNED AND SUBMITTED BY THE BIDDER.

Name of Bidder

Signature

Name Printed

Title

Sworn to and subscribed before me this ____ day of _____, 20____.
(CORPORATE SEAL)

Notary Public

*****NON-CURABLE ITEM*****

SUBCONTRACTOR CERTIFICATION FORM

All subcontractors designated by the bidder shall be capable of doing the work and must have adequate financial resources and experience to perform the work specified. Information regarding the work experience of the designated subcontractor shall also be provided with the bid. Specifically, the bidder shall include a listing of all relevant jobs performed by the sub-consultant within the past two (2) years.

Please print the following information legibly. **NOTE:** Provide this information on additional sheets, as required, in accordance with the following format.

How many years has sub-consultant been engaged in this particular field? ____ years.

Subcontractor Firm Name _____

Address _____

Contact Person _____

Telephone # _____

Facsimile # _____

Trade _____

State License # _____

THIS FORM TO BE SIGNED AND SUBMITTED BY THE SUBCONTRACTOR.

Name of Subcontractor

Signature

Name Printed

Title

Sworn to and subscribed before me this ____ day of _____, 20____.
(CORPORATE SEAL)

Notary Public

Provide a list of relevant contracts (company/firm) completed by sub-consultants within the last two (2) years. **DO NOT INCLUDE WORK WITH THE HOUSING AUTHORITY OF THE CITY OF NEWARK.**

(This form may be duplicated.)

1.

<hr/>	<hr/>	<hr/>
Company Name	Telephone #	Completion Date
<hr/>		
Address	Contact Person	
<hr/>		
City/State/Zip	Contract Amount	

2.

<hr/>	<hr/>	<hr/>
Company Name	Telephone #	Completion Date
<hr/>		
Address	Contact Person	
<hr/>		
City/State/Zip	Contract Amount	

3.

<hr/>	<hr/>	<hr/>
Company Name	Telephone #	Completion Date
<hr/>		
Address	Contact Person	
<hr/>		
City/State/Zip	Contract Amount	

PART 3

SECTION 5

ACKNOWLEDGMENT OF ADDENDUM(S) AND/OR CLARIFICATION(S)

Non-Curable Document

****Form must be completed****

*****NON-CURABLE ITEM*****

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/CLARIFICATION

The undersigned Bidder hereby acknowledges receipt of the following Addenda/Clarification:

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

No Addenda/Clarification were received:

THIS FORM MUST BE SIGNED AND SUBMITTED BY THE BIDDER.

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____

PART 3

SECTION 6

**BUSINESS REGISTRATION
CERTIFICATE &**

**SUBCONTRACTOR(S) BUSINESS
REGISTRATION CERTIFICATE(S)**

SAMPLE

BUSINESS REGISTRATION CERTIFICATES (only these forms will be accepted!)

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107230	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01	<i>John S. Tully</i> Acting Director	
FORM: BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
	20041014112823533

PART 3

SECTION 7

NON COLLUSIVE AFFIDAVIT

AFFIDAVIT OF NON-COLLUSION

STATE OF :
: **SS**
COUNTY OF :

The undersigned, being duly sworn according to law, deposes and says:

1. that, as the party making the foregoing Bid, that such Bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other 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 advantages against the Newark Housing Authority, or any person interested in the proposed contract; and that all statements in said Bid are true.

2. The bidder further certifies that he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify a bidder, but may be grounds for administrative suspension or grounds for consideration by NHA as to whether NHA should decline to award a contract to such a bidder on the basis of a lack of responsibility. If bidder has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, bidder should attach an explanation of the circumstances surrounding that conviction.

Sworn to and subscribed
before me this _____
day of _____, 20_____.

Firm Name

Notary Public

Name

Title

Signature of Bidder

PART 3

SECTION 8

STATEMENT OF BIDDER'S QUALIFICATIONS

STATEMENT OF BIDDER'S QUALIFICATIONS

NAME OF BIDDER: _____

BIDDER'S ADDRESS: _____

I. If a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's Name: _____

d. Vice President's Name: _____

II. If an individual or partnership, answer the following:

a. Date of Organization: _____

b. Name(s) and address(es) of Individual/Partners:

III. State background and experience of principals and key personnel.

It is necessary that the bidder present evidence that he is a general contractor and that he has been in business for at least five years, satisfactorily completing similar projects. In addition, he shall submit evidence that his company has the necessary equipment and resources to carry out this scope of work.

1. How many years has your organization been in business performing the type of work required under this contract?

2. State general character of work performed by your company.

3. We normally perform _____ % of the work with our own forces.

4. Have you ever failed to complete or defaulted on any contract awarded to you? If so, state circumstances.

5. Has any officer/partner of your organization ever been an officer/partner of any organization that failed to complete a service contract? If so, state name of individual, organization and reason thereof.

6. List any outstanding liens against your company.

7. Name of the supervisor proposed for this work.

8. Explain in what manner you have inspected site(s).

9. Name of the supervisor proposed for this work.

10. List recent contracts and amounts recently completed.

11. List trade references:

12. List bank references:

Credit available: Please list amount. \$ _____

Will you, upon request, submit a detailed financial statement and furnish any other information required by the Housing Authority of the City of Newark? Yes (). No ().

13. Have you entered into contracts or received firm offers for materials required for preparing your bid? Yes (). No ().

FINANCIAL STATEMENT

 NAME OF FIRM

 DATE

CURRENT ASSETS:

Cash	\$ _____
Joint Venture Account	\$ _____
Accounts Receivable	\$ _____
Notes Receivable	\$ _____
Accrued Interest on Notes	\$ _____
Deposits	\$ _____
Material and Prepaid Expense	\$ _____

Total Current Assets \$ _____

FIXED ASSETS NET: \$ _____

OTHER ASSETS: \$ _____

TOTAL ASSETS : \$ _____

CURRENT LIABILITIES :

Accounts Payable	\$ _____
Notes Payable	\$ _____
Accrued Interest on Notes	\$ _____
Provisions for Taxes	\$ _____
Accrued Salaries	\$ _____
Payroll Taxes	\$ _____
Other	\$ _____

Total Current Liabilities \$ _____

OTHER LIABILITIES \$ _____

CAPITAL:

Capital Stock	\$ _____
Authorized and Outstanding Shares, Par Value	\$ _____
Earned Surplus	\$ _____

TOTAL LIABILITIES & CAPITAL: \$ _____

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

(Company Name)

(Signature)

(Title)

(Date)

AFFIDAVIT

State of New Jersey)
) SS:
County of _____)

_____ (Name), being duly sworn, deposes and says that he is
(Title) of _____ (Company) and that the answers to the
foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to
before me this ____ day
_____.

Signature

My commission expires _____.

PART 3

SECTION 9

STATEMENT OF COMPLIANCE - WAGES

STATEMENT OF COMPLIANCE - WAGES

This is to certify that all persons employed by the undersigned will be paid full weekly wages earned, less permissible deductions for income taxes, Social Security, etc., and that no rebates have been or will be made either directly or indirectly to the undersigned from the full weekly wages earned by any person in its employ, and further that all employees will be paid as defined in Regulations, Part 3 (29 CFR) issued by the Secretary of Labor under the Copeland Act, as amended (43 Stat. 948, 63 Stat. 108, 72 Stat. 967; U.S.C. 276), and described on said payroll; that said payroll is correct and complete; that the wage rates contained in said payroll for laborers and mechanics pursuant to the contract under which such work was performed; and that the classification set forth for each laborer or mechanic conforms with the work he performed.

SIGNATURE

TITLE

PART 3

SECTION 10

AFFIRMATIVE ACTION DOCUMENTS

AFFIRMATIVE ACTION PROGRAM

1. CONTRACTOR'S OBLIGATION. To be a responsive bidder, the contractor/bidder must submit the statements included herewith that sets forth the minimum Affirmative Action requirements of the Newark Housing Authority.

At a minimum, the contractor (and/or relevant subcontractors) shall submit with his bid the following documentation explicated in detail below upon bidding for any particular materials, supplies or services:

- A. Certificate of compliance (narrative)
- B. Affidavit of MBE Participation
- C. Good faith in use of Section 3 business concern

The contractor shall not discriminate against employees and applicants for employment on the grounds of union membership, or because of race, color, religion, sex, or national origin.

The contractor/bidder (or relevant subcontractor) must also submit a signed narrative NHA "Statement of Compliance" with the Affirmative Action requirements pursuant to this document as well as all Federal, State, Municipal and Executive Order mandates.

2. SUBCONTRACTORS. Each prime contractor is responsible for the performance of his subcontractors for the implementation of the Affirmative Action Program during the performance of the contract. Whenever the contractor subcontracts a portion of services or materials, the subcontract shall bind the subcontractor to the obligations contained herein to the same extent as if he were the contractor.

NOTE: Contractor will not be paid any additional amount for minority participation or subcontractors.

STATEMENT OF COMPLIANCE BY ALL CONTRACTORS

AFFIRMATIVE ACTION PLAN

The employment policies and practices of the (YOUR COMPANY'S NAME) are to recruit and to hire employees without discrimination because of race, creed, color, or national origin, ancestry, marital status, political affiliation, liability for service in the armed forces of the United States or physical/mental handicap (except to the extent that such disability prevents the applicant from performing the tasks related to his/her occupation, profession, office or craft) and to treat them equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

This company submits this plan to assure compliance with Executive Order #11246 and subsequent orders and more specifically the Housing Authority of the City of Newark's Affirmative Action Plan that may pertain to this program and to reaffirm its continued commitment to a program of equal employment opportunity and merit employment policies.

It agrees to assert leadership within the community and to put forth the maximum effort to achieve full employment and utilization of the capabilities and productivity to all who apply for employment on an equal basis.

This company further recognizes that the effective application of a policy of merit employment involves more than a policy statement and will, therefore, undertake a program of affirmative action to make known that equal employment opportunities are available on the basis of individual merit and to give notice to all persons seeking employment and to strive for advancement on this basis.

President/Director

Your Company's Name

Address

Job Site

City State Zip Code

**AFFIDAVIT OF
MINORITY BUSINESS/HUD SECTION 3 ENTERPRISE PARTICIPATION**

STATE OF _____

COUNTY OF _____

_____ being first sworn states:

That I _____ the respondent (am a Partner, Director, or Owner of the bidding firm) submitting the foregoing proposal or bid and that said party will comply with the requirements of the Equal Business Opportunity Program of the Housing Authority of the City of Newark and in furtherance thereof agrees to subcontract at least 30% of the goods or services to be awarded in a contract to a certified minority business entrepreneur. The bidder shall acquire the stated percentage of goods or services to be supplied hereunder from the following minority business enterprise(s):

Minority Business

<u>HUD Section 3 Enterprise</u> (address and phone number)	<u>Percent of Bid</u> (or dollar value)	<u>Product or Service</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I understand that nothing herein obligates the Housing Authority of the City of Newark to approve of said Equal Business Opportunity Program as a supplier or subcontractor for the goods and/or services stated and that the Authority may require the contractor/bidder to substitute suppliers or subcontractors other than the one(s) specified. In addition, it is understood and agreed that nothing herein gives any MBE/WBE an enforceable right against the Housing Authority of the City of Newark.

_____ Name

_____ Title

Sworn and subscribed before
me this _____ day of
_____, 20____.

**DESIGNATION OF COMPLIANCE OFFICER/
EQUAL EMPLOYMENT OPPORTUNITY**

Your Company
Street Address
City State Zip Code

Attention: All Employees

Mr./Ms. _____ has been appointed the Affirmative Action Compliance Officer, under the direct supervision of (YOUR COMPANY'S DIRECTOR/PRESIDENT) for the (NAME OF YOU COMPANY). He/She will handle all complaints which allege discrimination because of race, creed, color or national origin ancestry, marital status, political affiliation, liability for service in the armed forces of the United States or physical/mental handicap (except to the extent that such disability prevents the applicant from performing the tasks related to his/her occupation, profession, office or craft). He/She will also handle all compliance situations relative to the Housing Authority of the City of Newark's Affirmative Action Program.

This company has pledged to abide by the provisions of the Civil Rights Act of 1964 and the current Executive Order relating to Equal Employment Opportunity.

Mr./Ms. _____ can be reached by telephone at (PHONE NUMBER). His/Her office address is at (STREET ADDRESS, CITY, STATE, ZIP CODE).

President/Director

Job Site

c: Office of Affirmative Action

**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.

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 and agrees to furnish the required forms of evidence.

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

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-APR-2005

to **15-APR-2008**

S A M P L E



John P. Lawrence

State Treasurer

PART 3

SECTION 11

REPRESENTATIONS, CERTIFICATIONS & OTHER STATEMENTS OF BIDDERS (HUD 5369A)

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

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

5. Bidder's Certification of Eligibility

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

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

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

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe"

means any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

PART 3

SECTION 12

PREVIOUS PARTICIPATION CERTIFICATION (HUD 2530)

Part I To be completed by Principals of Multifamily Projects. See Instructions Reason for Submitting Certification

For HUD HQ/FmHA use only

1. Agency Name and City where the application is filed _____

2. Project Name, Project Number, City and Zip Code contained in the application _____

3. Loan or Contract Amount	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)
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List of UII dropped Principal Participants and attach organization chart for all organizations.

7. Names and Addresses of All Known Principals and Affiliates (people, businesses & organizations) proposing to participate in the project described above. (list names alphabetically; last, first, middle initial)	8. Role of Each Principal in Project	9. Expected % Ownership Interest in Project	10. Social Security or IRS Employer Number

Certifications: I (meaning the individual who signs as well as the corporations, partnerships or other parties listed above who certify) hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as a principal in the role and project listed above based upon my following previous participation record and this Certification. Verify that neither you nor any of your principals or affiliates have ever been found to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105 (a). If you or any of your principals or affiliates have been found to be in noncompliance with any such requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any. I certify that all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and Exhibits signed by me and attached to this form. **Y etrlpi** < HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31U.S.C. 3729, 3802) I further certify that:

- Schedule A contains a listing of every assisted or insured project of HUD, USDA FmHA and State and local government housing finance agencies in which I have been or am now a principal.
- For the period beginning 10 years prior to the date of this certification, and except as shown by me on the certification.
 - No mortgage on a project listed by me has ever been in default, assigned to the Government or foreclosed, nor has mortgage relief by the mortgagee been given;
 - "I have not experienced defaults or noncompliances under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - To the best of my knowledge, there are no unresolved findings raised as a result of HUD audits, management reviews or other Governmental investigations concerning me or my projects;
 - There has not been a suspension or termination of payments under any HUD assistance contract in which I have had a legal or beneficial interest;
 - I have not been convicted of a felony and am not presently, to my knowledge, the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - "Have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency.
 - I have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond.
 - All the names of the parties, known to me to be principals in this project(s) in which I propose to participate, are listed above.
 - I am not a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined "in Standards of Ethical Conduct" for Employees of the Executive Branch in 5C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 2 and USDA's Standard of Conduct in 7 C.F.R. Part 2 Subpart B.
- I am not a principal participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification have not been filed with HUD or FmHA
- To my knowledge I have not been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.107(a).
- I am not a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
- "Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think helps to qualify me as a responsible principal for participation in this project.

Typed or Printed Name of Principal	Signature of Principal	Certification Date (mm/dd/yyyy)	Area Code and Telephone No.

This form was prepared by (Please print name) _____ Area Code and Telephone No. _____

Schedule A: List of Previous Projects and Section 8 Contracts. By my name below is the complete list of my previous projects and my participation history as a principal; in Multifamily Housing programs of HUD/FmHA, State, and Local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Abbreviate where possible. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If you have no previous projects write, by your name, "**No previous participation, First Experience.**"

1. List each Principal's Name (list in alphabetical order, last name first)	2. List Previous Projects (give the I.D. number, project name, city location, & government agency involved if other than HUD)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of Loan (current, defaulted, assigned, or foreclosed)	5. Was Project ever in Default, during your participation? Yes <input type="checkbox"/> No <input type="checkbox"/> if "Yes," explain	6. Last Mgmt. and/or Physical Inspectn Rating and Date

Part II – For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or transferral to Headquarters as checked below:

Date (mm/dd/yyyy)	Telephone Number and Area Code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval is recommended. <input type="checkbox"/> B. Name match in system <input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other, our memorandum is attached.
Staff	Processing and Control	
Supervisor	Director of Housing / Director, Multifamily Division	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Date (mm/dd/yyyy)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. If you have many projects to list (20 or more) and expect to be applying frequently for participation in HUD projects, you should consider filing a Master List. See Master List instructions below under "Instructions for Completing Schedule A."

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

Purpose: This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530: Form HUD-2530 must be completed and signed by all parties applying to become principal participants in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures, partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arms length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

Exception for Corporations – All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

Exemptions – The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

When and How Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and Handicapped).
- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal, or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more, or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local governmental housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

Reason for submitting this Certification: e.g., refinance, management change in ownership, transfer of physical assets, etc.

Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District Office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include all project or contract identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code of the site location.

Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Block 4: Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

Block 8: Beside the name of each principal, fill in the role that each will perform. The following are possible roles that the principals may perform: Sponsor, Owner, Prime Contractor, Turnkey Developer, Managing Agent, Packager, Consultant, General Partner, Limited Partner (include percentage), Executive Officer, Director, Trustee, Major Stockholder, or Nursing Home Administrator. Beside the name of each affiliate, write the name of the person or firm of affiliation, such as "Affiliate of Smith Construction Co."

Block 9: Fill in the percentage of ownership in the proposed project that each principal is expected to have. Also specify if the participant is a general or limited partner. Beside the name of those parties who will not be owners, write "None."

Block 10: Fill in the Social Security Number or IRS employer number of every party listed, including affiliates.

Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/FmHA, and State and local Housing Finance Agencies in which you have previously participated **must** be listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required. To avoid duplication of disclosure, list the project and then the entities or individuals involved in that project. You may use the name or a number code to denote the entity or individual that participated. The number code can then be used in column 3 to denote role.

Column 2 List the project or contract identification of each previous project. **All previous projects must be included or your certification cannot be processed.** Include the name of all projects, the cities in which they are located and the government agency (HUD, USDA-FmHA or State or local housing finance agency) that was involved. At the end of your list of projects, draw a straight line across the page to separate your record of projects from that of others signing this form who have a different record to report.

Column 3 List the role(s) of your participation, dates participated, and if fee or identity of interest with owners.

Column 4 Indicate the current status of the loan. Except for current loans, the date associated with the status is required. Loans under a workout arrangement are considered as signed. An explanation of the circumstances surrounding the status is required for all non-current loans.

Column 5 Explain any project defaults during your participation.

Column 6 Enter the latest Management and/or Physical Inspection Review rating. If either of the ratings are below average, the report issued by HUD is required to be submitted along with the applicant's explanation of the circumstances surrounding the rating.

No Previous Record: Even if you have never participated in a HUD project before, you must complete form HUD-2530. If you have no record of previous projects to list, fill in your name in column 1 of Schedule A, and write across the form by your name—"No previous participation, first experience."

Master List System: If you expect to file this form frequently and you have a long list of previous projects to report on Schedule A, you should consider filing a Master List. By doing so, you will avoid having to list all your previous projects each time you file a new application.

To make a Master List, use form HUD-2530. On page 1, in block 1, enter (in capital letters) the words "**Master List**." In blocks 2 through 6 enter in "N.A." meaning Not Applicable. Complete blocks 7 through 10.

In the box below the statement of certification, fill in the names of all parties who wish to file a Master List together (type or print neatly). Beside each name, every party must sign the form. In the box titled "Proposed Role," fill in "N.A." Also, fill in the date you sign the form

and provide a telephone number where you can be reached during the day. No determinations will be made on these certifications.

File one copy of the Master List with each HUD Office where you do business and mail one copy to the following address:

**HUD-2530 Master List
Participation and Compliance
Division – Housing
U.S. Department of Housing and
Urban Development
451 Seventh Street, S.W.
Washington, D. C. 20410**

Once you have filed a Master List, you do not need to complete Schedule A when you submit form HUD-2530. Instead, write the name of the participant in column 1 of Schedule A and beside that write "See Master List on file." Also give the date that appears on the Master List that you submitted. Below that, report all changes and additions that have occurred since that date. Be sure to include any mortgage defaults, assignments or foreclosures not listed previously.

If you have withdrawn from a project since the date the Master List was filed, be sure to name the project. Give the project identification number, the month and year your participation began and/or ended.

Certification:

After you have completed all other parts of form HUD-2530, including Schedule A, read the Certification carefully. In the box below the statement of certification, fill in the name of all principals and affiliates (type or print neatly). Beside the name of each principal and affiliate, each party must sign the form, with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File form

HUD-2530"). Beside each signature, fill in the role of each party (the same as shown in block 8). In addition, each person who signs the form should fill in the date that he or she signs, as well as providing a telephone number where he or she can be reached during business hours. By providing a telephone number where you can be reached, you will help to prevent any possible delay caused by mailing and processing time in the event HUD has any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen and strike through those parts that differ with your record, then sign and certify to that remaining part which does describe you or your record.

Attach a signed letter, note or an explanation of the items you have struck out on the certification and report the facts of your correct record. Item A(2)(e) relates to felony convictions within the past 10 years. If you have been convicted of a felony within 10 years, strike out all of A(2)(e) on the certificate and attach your statement giving your explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting standpoint of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations who will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average 1 hour 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 agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval for participation in this HUD program.

PART 3

SECTION 13

REFERENCES

REFERENCES

COMPANY NAME: _____

CONTACT: _____

PHONE NUMBER: _____

PLEASE LIST AT LEAST THREE (3) REFERENCES OF CURRENT CUSTOMERS WHO CAN VERIFY THE QUALITY OF SERVICES PERFORMED BY YOUR COMPANY; INCLUDE COMPANY NAME, ADDRESS, CONTACT PERSON AND TELEPHONE NUMBER:

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE: _____