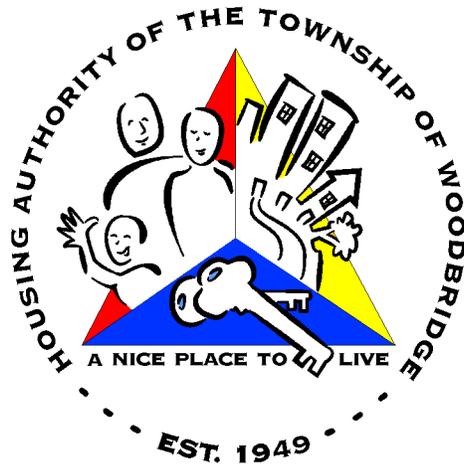


**Housing Authority of the Township of Woodbridge
10 Bunns Lane, Woodbridge, NJ 07095-1726**

Phone: (732) 634-2750

Fax: (732) 634-8421

Donna Brightman, Executive Director



**Request for Proposals
For:**

**Boiler Maintenance/Repair Contractor
Two Year Period**

February 2019

Proposals due by 2:00 PM on Thursday, February 7, 2019

Welcome to the Woodbridge Housing Authority

In 1937 Congress passed the US Housing Act to “alleviate unemployment and to remedy unsafe and unsanitary housing conditions and the acute shortage of decent, safe and sanitary dwelling for families of low income.” The legislation was designed to encourage construction, create employment opportunities, and provide shelter for low-income families and clear sub-standard housing. Emphasizing local control of its programs, the Housing Act provided for housing in which rents would relate to the tenant’s ability to pay.

The Housing Authority of the Township of Woodbridge, New Jersey, was created October 14, 1949. The Township Ordinance creating the Authority was adopted August 16, 1949.

The Authority is composed of 150 units of family public housing, 415 units of senior citizen public housing and 405 units of Section 8 housing.

The purpose of the Woodbridge Housing Authority is to create and maintain safe, decent and sanitary housing for those individuals of low to moderate income.

Mission Statement

It is the mission of the Woodbridge Housing Authority to:

- ◆ Provide affordable, decent, safe and sanitary housing through the maintenance of our existing units and the development of new units;
- ◆ Create an environment which enables residents to live responsibly and with dignity;
- ◆ Support residents in their effort to achieve self-sufficiency;
- ◆ Honor public commitments in a fiscally and ethically responsible manner;
- ◆ Create and maintain public confidence in the Authority’s operations and staff;
- ◆ Ensure that the facilities owned and managed by the Authority are marketable in the community and are appealing to residents;
- ◆ Enable the Authority staff to improve their performance through appropriate vision, education, training and career development;
- ◆ Maintain a level of communications between employees, referral agencies, residents and the general public to provide up-to-date and responsive service to the public served by the Authority;
- ◆ Establish performance goals that meet or exceed industry standards and that optimize the use of available resources to achieve its performance objectives; and
- ◆ Assist the city, state and national governments in identifying and addressing housing needs.

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Woodbridge Housing Authority

Boiler Maintenance and Repair Contractor

I. INTRODUCTION - It is the intent of this Request for Proposals (RFP) to establish a service contract with a qualified, licensed boiler maintenance and repair contractor whereby as needed work will be accomplished for the Woodbridge Housing Authority (Authority) the Contractor in a reliable and timely manner. The contractor shall have the capability to inspect, troubleshoot and repair all boiler systems at all applicable Authority locations. The contractor must have a current State Boiler Installers License and must comply with all other pertinent laws, rules and/or regulations including provisions of N.J.A.C 12:90, Boilers Pressure Vessels and Refrigeration. A list of the boilers indicating their location and type at each boiler site is included in Appendix A.

Proposals will be received by mail or hand delivered to the Housing Authority of the Township of Woodbridge, 10 Bunns Lane Woodbridge, NJ 07095 no later than 2:00 PM on Thursday, February 7, 2019.

Proposers must be classified with the Department of the Treasury's Division of Property Management and Construction (DPMC) for the trade code C033 Boiler New/Repair to be eligible for an award for the RFP. Proposers can verify if they are registered at the following website:

http://www.state.nj.us/treasury/dPMC/contract_search.shtml

II. TAX EXEMPT STATUS - The Authority is exempt from manufacturer's federal excise tax and states sales tax. A tax exempt letterhead will be issued to the contractor upon request.

III. TERM OF CONTRACT - If awarded, the contract resulting from this Request shall be executed for an initial period of two years, subject to the availability of funds. The Authority reserves the right to extend the contract for two additional twelve month periods, or one additional two year period, providing all rates and terms remain the same and both parties are in agreement. The commencement date of the contract shall tentatively be April 1, 2019.

IV. PRE-BID MEETING - Pre-bid meetings will be by appointment only. Interested parties who wish to view the Authority's facilities shall email Christina Smolder at cs@WoodbridgeHousingAuthority.org to make an appointment. Pre-bid meetings are not mandatory.

V. AWARD OF CONTRACT - The contract shall be awarded to the responsible bidder whose bid proposal, conforming to the RFP, will be most advantageous to the Authority, price and other factors considered. Any or all bids may be rejected when the Authority determines that it is in the public interest so to do.

After the contract has been awarded, but before any written orders are placed against the contract, the Contract Administrator may conduct an orientation conference with the Contractor and appropriate representatives of the Authority.

The purpose of the orientation conference is to aid both the Authority and Contractor personnel to achieve a clear and mutual understanding of general contract requirements. However, this conference

shall not relieve the Contractor of responsibility for complying with any of the terms and conditions of the contract.

If the post-award orientation is held, the Contract Administrator will provide specific details regarding the date, time, and location of the conference, and information regarding the items/topics to be discussed.

VI. GENERAL CONDITIONS - The general conditions set forth below are **in addition to** form HUD 5370-C Section II, General Conditions for Non-Construction Contracts, included herein.

1. The contractor must demonstrate through references that they, or their principles assigned to the project, have sufficient capacity (material, supplies and manpower) to complete services as outlined in this RFP.
2. The Authority reserves the right to accept or reject any and all proposals, if it is in the best interest of the Authority to do so.
3. If applicable, the successful bidder shall be solely responsible for obtaining all federal, state, county and municipal approvals, licenses and permits, and shall comply with all applicable governmental laws, rules, regulations, including HUD, and orders respecting the premises and the use thereof.
4. Prior to the commencement of the contract term with the successful bidder, it shall be the obligation of the successful bidder to obtain and maintain liability insurance against all claims on account of personal injury and property damage or death to persons, for which the successful bidder may become liable and shall name the Authority an additional insured under said policy.

The successful bidder shall maintain such comprehensive general liability insurance in an amount of not less than \$1,000,000.00, which coverage shall include bodily injury and property damage liability.

The successful bidder shall provide the Authority with a Certificate of Insurance, evidencing compliance with this section and providing the Authority with thirty (30) days prior written notice of cancellation or amendment of said policy.

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

5. A **sample** of the required contract agreement is included herein. Upon approval of award of the contract by the Board of Directors, the contractor and the Authority shall sign the contract and agree on a commencement date which will be within 30 days of signing.
6. All work shall be provided in a professional workmanlike manner. **While working on behalf of the Authority, all related safety codes including OSHA shall be complied with.**
7. The rates provided in the Proposal include full compensation for labor, equipment use, travel time and other costs to the Contractor. No other compensation shall be awarded to the Contractor.

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

9. Contract shall be awarded to the lowest responsive, responsible bidder. After the contract has been awarded, but before any written orders are placed against the contract, the Contract Administrator will conduct an orientation conference with the Contractor and appropriate representatives of the Authority for the purposes of aiding both Authority and Contractor personnel to achieve a clear and mutual understanding of general contract requirements. However, this conference shall not relieve the Contractor of responsibility for complying with any of the terms and conditions of the contract.

If the post-award orientation is held, the Contract Administrator will provide specific details regarding the date, time, and location of the conference, and information regarding the items/topics to be discussed.

10. The Contractor shall be compensated as put forth on the proposal form attached herein.

11. These specifications are for as needed services only. The Authority reserves the right to separately bid or receive quotes for separate projects if it is in the best interest of the Authority to do so.

12. Successful bidders shall be excused from performance hereunder during the time and to the extent that bidder is prevented from obtaining, delivering, or performing in the customary manner by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants, or facilities by the government. Bidder shall provide the Authority substantiating evidence that non-performance is due to other than fault or negligence on his part.

VII. SCOPE OF SERVICES

See Form of Contract

VIII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

- 1. Bid Proposal Form.** Included herein.
- 2. Mandatory Affirmative Action Agreement.** 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. All bidders are to sign and submit the Affirmative Action Agreement included herein. The full, required regulatory text is included herein.
- 3. Stockholder Disclosure.** N.J.S.A. 52:25-24.2 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. Bidders shall submit a statement stating forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any

class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Stockholder Disclosure Certification document shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations.

- 4. Proof of Business Registration.** N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration before 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.

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

- 5. Non-Collusion Affidavit.** The Affidavit shall be properly executed and submitted with the bid proposal.
- 6. Public Works Contractor Registration** All bidders must submit a valid copy of their Certificate of Public Works Contractor Registration issued by the New Jersey Department of Labor.
- 7. Qualification Questionnaire:** All bidders must complete and submit this form with their proposals.
- 8. Form HUD 5369-C** Certifications and Representations of Offerors included herein.
- 9. List of Sub-contractors:** The Sub-contractor Listing *and* Certification forms must be submitted with the bid
- 10. Licenses:** All applicable licenses in accordance with N.J.A.C. 12:90

Request for Proposals

LEGAL NOTICE

Housing Authority of the Township of Woodbridge

BOILER MAINTENANCE / REPAIR CONTRACTOR

PUBLIC NOTICE is hereby given that sealed Proposals will be received by the Housing Authority of the Township of Woodbridge (Authority), in the County of Middlesex, State of New Jersey, at the Administrative office of the Authority, located at 10 Bunns Lane, by 2:00 p.m. on Thursday, February 7, 2019 prevailing time for the purpose of establishing a two-year service contract, renewable for two additional one-year periods or one two year period, with a qualified, licensed Boiler Repair Contractor whereby maintenance and as needed boiler repair work will be performed in a timely and reliable manner. The Authority reserves the right to waive any informalities in proposals and to reject any and all proposals if it is in the best interest of the Authority to do so.

The full Request for Proposals (RFP) may be downloaded from www.WoodbridgeHousingAuthority.org Proposals are to be submitted as set forth in the RFP no later than 2:00 PM on February 7, 2019. Pre-proposal meetings may be scheduled by appointment only.

Bidders must be authorized to do business in New Jersey. Any Bidder which is a corporation not chartered under the laws of the State of New Jersey must submit an affidavit certifying that said corporation is authorized to do business in the State of New Jersey.

Bidders are required to comply with the requirements of Public Law 1975, c.127 which pertains to "Non-Discrimination" and "Affirmative Actions", and Public Law 1977, c.33, which requires a Statement of Corporate Ownership.

Advertised: Home News – 1/20/19

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
(MANDATORY AFFIRMATIVE ACTION LANGUAGE)
(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)
Goods, Professional Service and General Service Contracts

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the 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.**

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

The contractor and the Housing Authority of the Township of Woodbridge, (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. § 12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

BUSINESS REGISTRATION CERTIFICATE

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

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

BID PROPOSAL FORM page 2

Boiler Maintenance / Repair Contractor

Premium Rates shall be paid for work performed on Saturdays, Sundays, M-F 5:01pm - 7:59am and Holidays*.

MATERIALS To be furnished by Contractor If and when requested by the Authority shall be at Contractor's actual cost plus _____% (not to exceed 10%).

Note: Labor will be based on hourly rates unless otherwise specified. Hourly rates shall include all applicable charges; the Authority does not pay travel time to and from the repair site. Also, the Authority shall not be responsible for the reimbursement of any costs not specifically set forth in the firm's proposal. *Holidays include New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

It is estimated (and in no way guaranteed) that 170 hours of plumber services and 50 hours of labor services shall be needed during the course of this contract. For the purpose of selecting a contractor, the total base bid shall be the plumber rate times 170 plus the laborer rate times 50 plus the annual maintenance price. Please enter the figures below:

Annual Price: _____

Plumber rate _____ x 170 = _____

Laborer rate _____ x 50 = _____

Total lump sum price for one year: \$ _____

COMPANY NAME _____

Federal ID# _____

Address _____

Signature of Authorized Agent / Title _____

Print or Type Name _____ **Date** _____

Phone Number / Fax Number / Email Address

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: _____

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 Limited Liability Corporation Corporation Sole Proprietorship
 Limited Partnership Limited Liability Partnership Subchapter S Corporation

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

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of

_____, ____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Middlesex

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full age, being duly
sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any
collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named
project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full
knowledge that the _____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon
an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide
employees or bona fide established commercial or selling agencies maintained by
_____.

Subscribed and sworn to before me this day _____

Date

Signature

(Type or print name of affiant under signature)

Notary public of _____

My Commission expires _____

(Seal)

SUBCONTRACTOR LISTING

Please list the names of all subcontractors and/or sub-consultants to be used on this project (add additional sheets if necessary). The subcontractor certification form must be completed for each firm listed.

All subcontractors designated by the bidding company 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 in the bid. Specifically, the bidding company 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. _____

Check here if the bidding company will not be using any subcontractors.

Name of bidding company

Signature of authorized representative

Printed name of authorized representative

Title

Sworn and subscribed to me this _____ day of _____, 2019

Notary Public

(SEAL)

SUBCONTRACTOR CERTIFICATION FORM pg 1

All subcontractors/consultants designated by the bidding company 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 in the bid. Specifically, the bidding company shall include a listing of all relevant jobs performed by the subcontractor 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 the subcontractor been engaged in this particular field? _____ years.

Subcontractor/consultant

Firm Name _____

Address _____

Contact Person _____

Telephone # _____

Fax # _____

Trade _____

State License # _____

Name of company

Signature of authorized representative

Printed name of authorized representative

Title

Sworn and subscribed to me this _____ day of _____, 2019

Notary Public

(SEAL)

SUBCONTRACTOR CERTIFICATION FORM pg 2

Provide a list of relevant contracts (company/firm) completed by proposed subcontractors/consultants within the last two (2) years.

DO NOT INCLUDE WORK FOR THE WOODBRIDGE HOUSING AUTHORITY
(This form may be duplicated to include additional relevant contracts)

1.	_____	_____	_____
	Company Name	Telephone #	Complete Date
	_____	_____	
	Address	Contact Person	
	_____	_____	
	City/State/Zip	Contract Amount	
2.	_____	_____	_____
	Company Name	Telephone #	Complete Date
	_____	_____	
	Address	Contact Person	
	_____	_____	
	City/State/Zip	Contract Amount	
3.	_____	_____	_____
	Company Name	Telephone #	Complete Date
	_____	_____	
	Address	Contact Person	
	_____	_____	
	City/State/Zip	Contract Amount	
4.	_____	_____	_____
	Company Name	Telephone #	Complete Date
	_____	_____	
	Address	Contact Person	
	_____	_____	
	City/State/Zip	Contract Amount	
5.	_____	_____	_____
	Company Name	Telephone #	Complete Date
	_____	_____	
	Address	Contact Person	
	_____	_____	
	City/State/Zip	Contract Amount	

Qualification Questionnaire

Proposal for: Boiler and Hot Water Equipment Maintenance and Repair Services

Name of Offerer: _____

Address: _____

(a) It shall be necessary for the offerer to present evidence that he has been in business for at least 3 years in this field and can submit a suitable record of satisfactorily completing similar contracts.

How many years have you been or engaged in business under your present firm or trade name?
_____ Years.

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

(c) If a corporation, answer the following:

Date of incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice President's Name(s): _____

(d) If a partnership, answer the following:

Date of Organization: _____

(e) If applicable, list New Jersey Master Plumber or Electrical Contractor License(s) and effective dates:

(f) List any employees holding New Jersey Plumber or Electrician registrations and effective dates:

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

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

(i) Give trade references:

(j) Give bank references:

(k) Give full information concerning all of your contracts in progress or completed within the last 3 years, whether private or government contracts.

OWNER/LOCATION	DESCRIPTION	CONTRACT AMOUNT

State of _____

County of _____

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

THAT he is _____ of
(Owner, Officer or Partner)

(Firm Name)

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

(Signature of Offerer)

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

Notary Public

My Commission expires _____

REFERENCES

List at least 3 references. Please fill completely.

REFERENCE #1

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

REFERENCE #2

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

Reference #3

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

Woodbridge Housing Authority ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Certifications and Representations of Offerors Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

For the purpose of this definition, minority group members are: (Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

BID DOCUMENT CHECKLIST

Woodbridge Housing Authority

BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input type="checkbox"/>	Bid Proposal Form	
<input type="checkbox"/>	Affirmative Action Compliance Certification	
<input type="checkbox"/>	Stockholder Disclosure Certification	
<input type="checkbox"/>	Business Registration Certificate	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	References	
<input type="checkbox"/>	Certificate(s) of Insurance	
<input type="checkbox"/>	Form HUD-5369-C, Certifications and Representations of Offerors, Non-Construction	
<input type="checkbox"/>	Licenses	
<input type="checkbox"/>	Acknowledgement of Receipt of Addenda	
<input type="checkbox"/>	Public Works Contractor Registration Certificate	
<input type="checkbox"/>	Qualification Questionnaire	
<input type="checkbox"/>	Sub-contractor Listing and Certification forms	

***Please submit this form as the top page and the bid proposal form as the second page of your bid.**

APPENDIX A

The following locations / equipment apply to this contract:

Stern Towers, 55 Brook Street, Woodbridge, NJ 07095

Description: 60 Senior Units in a 6 story high-rise. The building is heated by two Weil McClain (year 1999) Cast Iron Sectional Low-Pressure Boilers (steam heat) Model # 1188. Domestic hot water is provided by one RBI hot water boiler.

Olsen Towers, 555 New Brunswick Ave., Fords, NJ 08863

Description: 75 Senior Units in a 6 story high-rise. The building is heated by two HB Smith (year 2000) Cast Iron Sectional Low-Pressure Boilers (stem heat). Domestic hot water is provided by one RBI hot water boiler.

Cooper Towers, 1422 Oak Tree Road, Iselin, NJ 08830

Description: 75 Senior Units in a 6 story high-rise. The building is heated by two Weil McClain (year 1999) Cast Iron Sectional Low-Pressure Boilers (stem heat). Domestic hot water is provided by one RBI hot water boiler.

Adams Towers, 555 Rahway Ave., Woodbridge, NJ 07095

Description: 65 Senior Units in a 6 story high-rise. The building is heated by electric heat (not part of this contract). Domestic hot water is provided by one LAARS NeoTherm Modulating Water Heater Model NTH 850 MBTU/hr and one 500 gallon Water Tank Model NTV).

Finn Towers, 19 Martin Terrace, Woodbridge, NJ 07095

Description: 70 Senior Units in a 6 story high-rise. The building is heated by electric heat (not part of this contract). Domestic hot water is provided by one LAARS Megatherm Thermal Storage Hot Water Boiler

Greiner Towers, 460 Inman Ave., Colonia, NJ 07067

Description: 70 Senior Units in a 3 story high-rise. The building is heated by five Hydrotherm Power Flame Low-Pressure Boilers (year 1984) (Combined 100HP, baseboard heat) plus three RBI boilers (one Dominator Series and two Spectrum Series). Domestic hot water is provided by one RBI hot water boiler (year 2011).

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work) Office of Labor Relations

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0157 (exp. 01/31/2014)

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

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

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

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

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

2. Withholding of funds

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

3. Records

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

4. Apprentices and Trainees

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

- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;
- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
 - (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
 - (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
 - (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

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

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

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
 - (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.
- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

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

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

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

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

Form of Contract-SAMPLE

For Boiler and Hot Water Heater Maintenance and Repair Services

This **AGREEMENT** made this ____ day of _____ in the year _____ by and between

(Name of Contractor)
(Address)

hereinafter called the "Contractor," and the

Housing Authority of the Township of Woodbridge
10 Bunns Lane, Woodbridge, NJ 07095

hereinafter called the "Authority".

WITNESSETH that the Contractor and the Authority for the consideration stated herein mutually agree as follows:

Article 1. Statement of Services.

ANNUAL SERVICE FOR A FIXED PRICE: The Contractor shall furnish all labor materials, tools and equipment and shall perform and complete all applicable work required for maintenance and/or repair of boilers, hot water heaters and related equipment at Stern, Olsen, Cooper, Adams, Finn and Greiner Towers located throughout Woodbridge Township, New Jersey as per Appendix A of the Specifications which are included herein as if repeated at length.

The Contractor shall schedule and perform an annual start-up and/or maintenance service of the heating and hot water systems at all locations between (to be agreed upon by the contractor and the Authority) of each calendar year for a fixed price. The service shall minimally include the inspection, cleaning, adjustment, if necessary, and all other general annual maintenance as required by the corresponding Installation and Maintenance Manuals of each unit.

Summer dismantling of all boilers as required by the state boiler code shall be included as part of the annual service and fixed price. Boilers are to be prepared for inspection by the boiler inspector. This will include opening boilers as specified by the boiler inspector, washing down as necessary, and assembling for operation after approval by the boiler inspector. Boilers shall be prepared, as necessary, for operation, whereby all that will be necessary by the attendant operator is simply applying power for service. All applicable codebooks/jurisdiction laws shall be adhered to such as: The American Society of Mechanical Engineers (ASME) Section IV and Section VI for Heating Boilers; the National Board Inspection Code (NBIC); the New Jersey Statutes Annotated, N.J.S.A. 34:7-1, N.J. S.A. 34:7-14; and the New Jersey Administrative Code, N.J.A.C. 12:90.

All work performed shall be recorded on formal service reports which shall be handed in to the Authority. Contractors are required to sign and date both the boiler logs and the contractor logs provided at each applicable location.

NON-ROUTINE AND/OR EMERGENCY SERVICES: All work shall be subject to authorization first and be billed on a time and material basis. Contractor shall obtain a purchase order number from an authorized Authority representative before performing services. After services are rendered, Contractor shall submit a formal service report containing the following information:

- a. Full description of work performed.
- b. Printed name and signature of technician that performed the work.
- c. Date and time that work was initiated and completed;
- d. Total hours including start and finish times.
- e. Itemized list of materials used to complete the work.
- f. Purchase order number.
- g. Signature of an authorized Authority representative to verify that the work was performed. **In the event of after-hours work, the contractor shall leave the formal service report at the location serviced and shall sign and date both the boiler log and contractor log at that location.**

Payment shall be processed within 45 days of receiving an invoice with the above work order/service slip attached to the invoice. Invoices must be received by the Authority within 7 business days of having performed work.

All work shall be provided in a professional workmanlike manner. **While working on behalf of the Authority, all related safety codes including OSHA shall be complied with.** The firm awarded this contract must have technicians available on a 24-hour day call. The response time for emergency services, **reported by the Authority, will be within two (2) hours.** Response time is considered the time the technician arrives at the job site, not when calls are returned to the Authority. All others within four (4) hours, unless otherwise agreed to between the Authority and the Contractor.

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

Article 2: Insurance

Before commencing work, the Contractor shall furnish to the Authority certificates of insurance showing that the following insurances are in force, stating policy numbers, dates of expiration, limit of liability, deductible and aggregate amounts payable hereunder.

- Workmen's Compensation and Employer's Liability Insurance in accordance with the laws of the state of New Jersey.
- Comprehensive General Liability Insurance covering bodily injury and property damage, covering claims made at any time prior to, during, or subsequent to completion of the Contractor's services with a limit of not less than \$1,000,000 per occurrence on bodily injury and \$1,000,000 annual aggregate on property damage. The Authority shall be named as additional insured in this policy.

Certificate of insurance must contain a thirty (30) days written cancellation clause. A copy of said certification shall be submitted to the Authority.

Article 3: Compensation

The Authority shall pay the Contractor for the performance of this contract as identified in the Bid Specifications and the Contractor's Bid dated 2/7/19, in current funds, the total lump sum price of \$_____ (_____ for the annual maintenance as stated in Article 1. Invoices shall be received by the Authority upon the completion of such annual services at each respective location at the following schedule:

Break down of the annual maintenance:

Stern Towers \$_____ (_____ words)
Olsen Towers: \$_____ (_____ words)
Cooper Towers: \$_____ (_____ words)
Adams Towers: \$_____ (_____ words)
Finn Towers: \$_____ (_____ words)
Greiner Towers: \$_____ (_____ words)

Payments for annual service and for non-routine or emergency work shall be made within 45 days of receiving an invoice from the contractor, and upon satisfactory inspection of the work performed by the Authority.

The Authority is exempt from manufacturer's federal excise tax and states sales tax. Tax exemption certificates will be issued to the contractor upon request.

Article 4: Covenant Against Contingent Fees

The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement 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, to deduct from the Contractor's fee the amount of such commission, brokerage or contingent fee.

Article 5: Termination of Contract for Cause

If the Contractor shall fail unjustifiably to fulfill in a timely and proper manner his obligations under this contract or violates any statute or regulation, or if the Contractor violates 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 effective date of termination.

Five (5) violations shall justify the Authority's decision to terminate this contract for cause. For purposes of this contract, 'violations' shall be defined as a failure to respond (be on site) within two hours of an emergency call, failure to arrive at a job site once scheduled (annual maintenance or non-routine work), and failure to submit invoices in a timely manner (7 business days after the work has been completed).

Voice messages left to the contractor by the Authority shall be deemed a valid call to the contractor, and if the contractor does not respond within the time frame necessary for that call it shall be considered a violation. The contractor is encouraged to have a 24 hour answering service to avoid this situation.

Article 6: Termination for Convenience

The Authority may terminate this contract in whole, or part, whenever the Authority determines that such termination is in its best interest. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the date upon which such termination becomes effective.

If the performance of work is terminated for convenience, either in whole or part, the Authority shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon 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 to the Contractor;
2. the cost (including reasonable profit) of settling and payment claims under subcontractors and material orders for work performed and materials and supplies delivered to the site.

Article 7: Nondiscrimination

There shall be no discrimination by reason of race, creed, color, sex, or national origin by the Contractor against any employee or applicant for employment qualified by training and experience for work under this contract.

Article 8: Interest of Certain Federal Officials

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 from same.

Article 9: Compliance with Laws

The Contractor shall comply with all applicable laws, ordinances, regulations and codes of the Federal, state and local governments and lawful orders of public authorities and shall not trespass on any public or private property in performing any of the work embraced by this contract.

Article 10: Subcontracting

The Contractor shall not enter into any subcontract with any subcontractor without prior approval of the Authority and who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States government or of the state of New Jersey.

The Contractor shall be as fully responsible to the Authority for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Article 11: Interest of the Contractor

The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above described project therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

Article 12: Indemnification

The Contractor will indemnify and hold the Authority and its Commissioners and employees harmless from and against liability, claims, damages, losses and expenses, experts, arising out of or resulting from performance of the work contemplated hereunder, provided that such liability, claims, damages, losses or expenses are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or part by the negligent or willful acts or omissions of the Contractor, the Contractor's Subcontractors, anyone directly or indirectly employed by them or anyone of them for whose acts they may be liable, regardless of whether or not such liability, claim, damages, loss or expense is caused in part the part indemnified hereunder.

Article 13: Governing Law

This contract will be construed in accordance with and governed by the laws of the State of New Jersey.

Article 14: Successors and Assigns

The Authority and the Contractor bind themselves, their successors and permitted assigns and legal representatives to the other party hereto and to successors, permitted assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this contract.

Article 15: Notices

Any notice, request or other communication required or allowed to be given under this contract, shall be in writing and shall be deemed to have been given to other party if (i) given by United States certified mail or by United States express mail, in either event postage and fees prepaid, courier service, or hand delivery; or (ii) by telex or fax, provided that telex or fax to the appropriate party at the address set forth below or to such other address as the part so notifies the other in writing. Any notice sent by fax also shall be sent by certified mail

To Authority Housing Authority of the Township of Woodbridge
10 Bunns Lane
Woodbridge, New Jersey 07095
Attention: Donna Brightman, Executive Director

To Contractor: _____

All notices to be effective upon receipt.

Article 16: Contract Documents

Contract documents shall consist of the following component parts:

- a. This Instrument; and
- b. The specifications dated 2/7/19; and
- c. The bid submitted on 2/7/19 by the Contractor; and
- d. Form HUD-5370C Section II; and

e. All modifications issued after execution of this instrument.

This instrument, together with the other documents enumerated in this Article, 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 this Article shall govern, except as otherwise specifically stated.

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

In Presence of:

Housing Authority of the Township of Woodbridge

By _____

Title _____

seal

In Presence of:

Contractor

By _____

Title _____

seal