

**THE HOUSING AUTHORITY  
OF THE TOWNSHIP OF BRICK  
165 CHAMBERS BRIDGE RD  
BRICK, NEW JERSEY 08723  
732-920-9400  
732-920-7604 FAX**

**INVITATION FOR SEALED BIDS FOR PROVISION  
OF  
ELEVATOR MAINTENANCE OF  
HYDRAULIC ELEVATORS  
AT THE  
GEORGE J. CONWAY AND FORGE POND  
APARTMENTS IN  
BRICK TOWNSHIP, NEW JERSEY**

**January 1, 2025 through December 31, 2025**

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**HOUSING AUTHORITY OF THE TOWNSHIP OF BRICK  
INVITATION FOR BID**

**ELEVATOR MAINTENANCE SERVICES**

The Housing Authority of the Township of Brick (hereinafter referred to as the "Authority") invites sealed bids for the provision of Elevator Services involving maintenance/repairs/replacements to hydraulic elevator systems located within two (2) Public Housing developments. Bids will be received at the main office of the Authority, 165 Chambers Bridge Road, Brick, New Jersey, 08723 until 11:00 A.M. on Wednesday **November 20, 2024**.

The bid shall be for services for a one (1) year period starting 01/1/2025 – 12/31/2025.

Attention is called to the provision for equal employment opportunity and bid conditions of Executive Order 11625 regarding provisions and procedures pertaining to the minority business enterprises program in connection with HUD projects, Executive Order 11246 and Section 3 of the Housing and Urban Development Act 1968, as set forth in Title 24, Part 135. Section 3 requires that to the greatest extent feasible opportunities for training be given lower-income residents of the project areas and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the projects.

The Authority solicits and encourages minority business enterprise participation. MBE will be afforded full consideration of their responses and will not be subjected to discrimination. Bidders will be required to comply with the Authority's Minority Interest Enterprise Program goal requirement where applicable.

All laborers and mechanics employed or working upon site(s) of the work shall be paid wages and receive fringe benefits computed at rates not less than those minimums contained in the most recent wage determination by the State of New Jersey. The applicable rates shall be the rates set forth therein for Ocean County.

A voluntary pre-bid conference will be held on **Wednesday, November 6, 2024** at 11:00 A.M. in the Authority's main office located at the above stated address.

All Bidding documents, including specifications, may be obtained by visiting the Housing Authority website [www.brickha.org](http://www.brickha.org)

The Authority reserves the right to reject any or all bids and to waive any informalities in biddings. Contract award will be made to the lowest responsible and responsive bidder whose bid meets the requirements of the invitation for bids. A contract will be awarded only to the corporation or other entity under whose name qualifications, bonding documentation and other documentation are submitted. Corporate affiliates, subsidiary or Parent Corporation or related entities are not automatically qualified.

Notice of contract award will be given to the general public and to unsuccessful bidders within ten (10) days of same.

The Authority will only accept original and originally executed bidding documents (including but not limited to Bid; Affidavits; Statement of Bidder's Qualification Questionnaire; Company Information Sheet; Previous Participation Certificate; Bid Bond).

Photocopies and other telefax copies of such documents will not be accepted in lieu of originals.

All bidders will be required to submit a bid guarantee with their bid, same shall be in the form of a certified or cashier check made payable to the Brick Housing Authority in the amount of One Thousand (\$1,000) or U.S. Government Bond (s) at par value or a bid bond executed by a surety company qualified to do business in the State of New Jersey.

All bidders will be required to submit with their bid an insurance certificate(s) evidencing the fact that they carry sufficient insurance to protect them and the Housing Authority from any property damage or bodily injury claims arising out of the contract work.

The bid guarantee shall insure the execution of the Contract and the furnishing of Performance and Payment Bond(s) Consent of Surety must be furnished with any and all forms of bid guarantee, including checks.

The successful bidder will be required to furnish and pay for satisfactory Performance and Payment Bond(s) in amount equal to Five Thousand Dollars (\$5,000).

Bid Bond, Consent of Surety, Performance and Payment Bond(s) must be obtained from Bid Bond/Surety Companies listed on the New Jersey List of Approved Surety Companies.

In accord with the State of New Jersey of 2004 A-13130, CH57, as of September 1, 2004 all parties doing business with public agencies, in the State of New Jersey, excluding non-profit organizations and other government agencies are required to be registered with the NJ State of Department of Treasury and to provide such agencies with a copy of their Business Registration Certificate before entering into a contractual agreement (formal contract, purchase order, etc.) with such agencies for the provision of goods or services at a cost in excess of 15% of the State mandated bid threshold.

The subject registration can be accomplished via the Internet:

<http://www.nj.gov/dca/lgs/lpcl/busregis/nj-reg-a.pdf>

Note: It is expected that the value of the contractor to be awarded under this Invitation for Bids will exceed the Pay-to-Pay threshold.

Respondents are advised of the responsibility to file an annual disclosure statement on political contributions with the State of New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44-A-20.13 (P.L. 2005, c. 271. s 3) if they receive contracts in excess of \$50,000.00 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELC at 888-314-3532 at [www.elec.state.nj.us](http://www.elec.state.nj.us).

All bidders must furnish the Housing Authority a copy of their Business Registration Certificate issued by the NJ State Department of the Treasury – Division of Revenue, as per the NJ Laws of 2004 – A13130, Chapter 57.

All bids and security must be enclosed in a properly sealed envelope bearing on the outside the words "Bid Documents Elevator Services," the name of the bidder, the date and time for receipt of bids, and any project or other identifying number or name.

No bid shall be withdrawn for a period of sixty (60) days subsequent to bid opening without consent of the Authority.

By: Jacob C. Naszimento  
Executive Director



STATE OF NEW JERSEY  
DEPARTMENT OF BANKING & INSURANCE

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## New Jersey List of Approved Surety Companies

Surety companies listed as acceptable to provide payment or performance bonds on public works in excess of \$850,000 as required by N.J.S.A. 2A:44-143 & 144.

NAIC CODE	COMPANY NAME	GROUP CODE	GROUP NAME	NOT TREASURY LISTED
22950	ACSTAR Insurance Company	N/A	N/A	
33898	Aegis Security Insurance Company	313	Aegis Group	
13285	Allegheny Casualty Company	N/A	N/A	
19720	American Alternative Insurance Corp.	361	Munich Group	
21849	American Automobile Ins. Co.	761	Fireman's Fund Ins. Cos.	
10111	American Bankers Insurance Co. of FL	19	Interfinancial Inc.	
20427	American Casualty Co. of Reading, PA	218	CNA Group	
10216	American Contractors Indemnity Co.	984	HCC Insurance Holdings Group	
24066	American Fire and Casualty Company	148	American Fire & Cas. Co.	
26247	American Guarantee & Liability Ins. Co.	212	Zurich-American Ins. Grp.	
19380	American Home Assurance Company	12	American International Grp.	
21857	American Insurance Company	761	Fireman's Fund Ins. Cos.	
19615	American Reliable Ins. Co.	19	Interfinancial Inc.	
39969	American Safety Casualty Ins. Co.	1346	American Safety	
10235	American Southern Insurance Co.	587	American Southern Group	
19704	American States Insurance Co.	163	SAFECO Insurance Cos.	
11150	Arch Insurance Co	1279	Arch Insurance Group	
10348	Arch Reinsurance Co.	1279	Arch Insurance Group	
19801	Argonaut Insurance Company	457	Argo Group US	
10632	Armor Assurance Company	N/A	N/A	XXX
21865	Associated Indemnity Corporation	761	Fireman's Fund Ins. Cos.	
33162	Bankers Insurance Company			

29580	Berkley Regional Insurance Co.	98	W.R. Berkley Corp.	
20095	Bituminous Casualty Corporation	150	Old Republic Companies	
27081	Bond Safeguard Insurance Company	N/A	N/A	
10472	Capitol Indemnity Corporation	501	Allegheny	
10510	Carolina Casualty Insurance Company	98	W.R. Berkley Corporation	
10677	Cincinnati Insurance Company	244	Cincinnati Financial Corp.	
34347	Colonial American Casualty & Surety Co.	212	Zurich Insurance Group	
10758	Colonial Surety Company	N/A	N/A	
12157	Companion Property and Casualty Group	0661	Companion Property and Casualty Group	
20443	Continental Casualty Company	218	CNA Group	
35289	Continental Insurance Company	218	CNA Group	
37206	Contractors Bonding and Insurance Co.	N/A	N/A	
10499	CorePointe Insurance Company	N/A	N/A	
12718	Developers Surety and Indemnity Co.	0075	Insco/DICO Group	
21458	Employers Insurance Co. of Wausau	111	The Liberty Group	
21415	Employers Mutual Casualty Company	62	EMC Insurance Cos.	
11551	Endurance Reinsurance Corporation	3786	Endurance Group	
26921	Everest Reinsurance Company	1120	Everest Reinsurance Grp.	
12750	Evergreen National Indemnity Company	3592	Century Surety Group	
24384	Fairmont Specialty Insurance Company	158	Fairfax Financial Group	XXX
41483	Farmington Casualty Company	3548	St Paul/Travelers Group	
20281	Federal Insurance Company	38	Chubb Grp. of Ins. Cos.	
13935	Federated Mutual Insurance Company	7	Federated Mutual	
39306	Fidelity and Deposit Company of MD	212	Zurich Insurance Group	
35386	Fidelity and Guaranty Insurance Co.	3548	St Paul/Travelers Group	
25879	Fidelity and Guaranty Insurance Underwriters	3548	St.Paul/Travelers Group	
21873	Fireman's Fund Insurance Company	761	Fireman's Fund Ins. Cos.	
20850	Fireman's Ins. Co. of Newark, NJ	218	CNA Group	XXX
38326	First Indemnity of America Ins. Co.	N/A	N/A	XXX
24724	First National Ins. Co. of America	163	SAFECO Insurance Cos.	
28519	First Sealord Surety, Inc.	N/A	N/A	
24732	General Insurance Company of America	163	SAFECO Insurance Cos.	
26832	Great American Alliance Insurance Company	84	American Financial Grp. Inc.	
22136	Great American Insurance Co. of New York	84	American Financial Grp. Inc.	
16691	Great American Insurance Company	84	American Financial Grp. Inc.	

22322	Greenwich Insurance Company	1285	XL America Group	
36650	Guarantee Company of North America USA	N/A	N/A	
22292	Hanover Insurance Company	88	Hanover Insurance Cos.	
26433	Harco National Insurance Company	N/A	N/A	
14168	Harleysville Mutual Insurance Company	253	Harleysville Insurance Grp.	
22357	Hartford Accident and Indemnity Company	91	Hartford Insurance Grp.	
29424	Hartford Casualty Insurance Company	91	Hartford Insurance Grp.	
19682	Hartford Fire Insurance Company	91	Hartford Insurance Grp.	
25054	Hudson Insurance Company	158	Fairfax, Inc.	
19429	Insurance Company of the State of PA	12	American International Grp.	
11592	International Fidelity Insurance Co.	N/A	N/A	
13307	Lexon Insurance Company	N/A	N/A	
23043	Liberty Mutual Insurance Company	111	The Liberty Group	
33855	Lincoln General Insurance Company	1326	Kingsway Financial Group	
35769	Lyndon Property Insurance Company	458	Protective Life Insurance Grp.	
38970	Markel Insurance Company	785	Markel Corporation	
22306	Massachusetts Bay Insurance Company	88	Hanover Insurance Cos.	
14494	Merchants Bonding Co. (Mutual)	3479	Merchants Bonding Group	
10227	Munich Reinsurance America, Inc.	361	Munich Group	
20478	National Fire Insurance Co. of Hartford	218	CNA Group	
14788	National Grange Mutual Insurance Co.	311	Main Street America Grp	
21881	National Surety Corporation	761	Fireman's Fund Ins. Cos.	
19445	National Union Fire Ins. Co. of Pittsburgh	12	American International Grp.	
42307	Navigators Insurance Co., Inc	510	Navigators Group, Inc.	
24171	Netherlands Insurance Company	111	The Liberty Group	
29874	North American Specialty Ins. Co.	181	Swiss Re. Group	
24074	Ohio Casualty Insurance Company	148	Ohio Casualty Ins. Grp.	
24104	Ohio Farmers Insurance Company	228	Westfield Companies	
24139	Old Republic General Insurance Corp.	150	Old Republic Companies	
24147	Old Republic Insurance Company	150	Old Republic Companies	
21970	OneBeacon Insurance Company	1129	White Mountains Grp	
20346	Pacific Indemnity Company	38	Chubb Grp. Of Ins. Cos.	
10006	PartnerRe Ins. Co. of New York	3483	PartnerRe Group	
21962	Pennsylvania General Insurance Co.	1129	White Mountains Grp	

14990	Pennsylvania National Mutual Cas. Ins. Co.	217	Pa. Nat'l Ins. Grp.	
18058	Philadelphia Indemnity Insurance Co.	3098	Philadelphia Insurance Companies	
18619	Platte River Insurance Co.	501	Alleghany	
21903	ProCentury Ins. Company	959	Century Ins. Group	XXX
12416	Protective Insurance Company	867	Protective Ins. Grp.	
23752	Quanta Indemnity Company	3496	Quanta US Holding Group	XXX
13056	RLI Insurance Company	783	RLI Group	
24740	SAFECO Insurance Company of America	163	SAFECO Insurance Cos.	
22535	Seaboard Surety Company	3548	St. Paul/Travelers Group	
12572	Selective Insurance Co. of America	242	Selective Ins. Grp., Inc.	
10936	Seneca Insurance Company, Inc.	158	Fairfax Financial	
21180	Sentry Select Insurance Company	169	Sentry Insurance Company	
28240	Service Insurance Company	N/A	N/A	
24767	St. Paul Fire & Marine Insurance Co.	3548	St. Paul/Travelers Group	
24791	St. Paul Mercury Insurance Company	3548	St. Paul/Travelers Group	
25143	State Farm Fire and Casualty Company	176	State Farm Group	
10916	SureTec Insurance Company			
25496	Torus National Insurance Co.	4701	Torus Group	XXX
31194	Travelers Cas. and Surety Co. of America	3548	St Paul/Travelers Group	
19038	Travelers Casualty and Surety Company	3548	St Paul/Travelers Group	
37893	ULLICO Casualty Company Inc	781	ULLICO	
36226	United Casualty & Surety Insurance Company	N/A	N/A	
25887	United States Fidelity and Guaranty Co.	3548	St.Paul/Travelers Group	
21113	United States Fire Insurance Company	158	Fairfax Financial	
10656	United States Surety Company	984	HCC Insurance Holdings Group	
41181	Universal Underwriters Insurance Company	212	Zurich-American Insurance Group	
29998	Upper Hudson National Insurance Company	N/A	N/A	
25976	Utica Mutual Insurance Company	201	Utica National Ins. Grp.	
20397	Vigilant Insurance Company	38	Chubb Grp. of Ins. Cos.	
32778	Washington International Insurance Co.	181	Swiss Re Group	
44393	West American Insurance Company	148	West America Ins. Co.	
21121	Westchester Fire Insurance Company	626	ACE USA	
13188	Western Surety Company	218	CNA Group	
24112	Westfield Insurance Company	228	Westfield Companies	
20583	XL Reinsurance America Inc.	1285	XL America Group	



37885	XL Specialty Insurance Company	1285	XL America Group	
16535	Zurich American Insurance Company	212	Zurich-American Insurance Group	

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 7. Contract Award

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

(b) The HA may

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

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

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

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

#### 8. Service of Protest

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

#### 9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here.]

## ADDITIONAL INSTRUCTIONS

### 1. QUALIFICATIONS OF BIDDER

Bidders must possess a current New Jersey license for the provision of services required under the invitation for bids, and submit a copy of same with their bid.

Bids will be considered only from responsible organizations or individuals who have habitually performed with their own work forces for a period of five (5) or more year's elevator maintenance contract services involving the repair and replacement of hydraulic elevator systems in occupied multi-family housing developments; and who have completed such work in a timely, expeditious, and satisfactory manner. In order that qualifications may be determined it is required that each bidder furnish with their bid a narrative statement listing comparable contracts (contracts involving the type work described under the SCOPE OF WORK/TECHINCAL SPECIFICATIONS set forth in this Bid Package) performed by them over the past five (5) year period; and outlining the general history of the firm's operating organization and its experience. Each bidder must also furnish with their bid a statement attesting to the bidder's ability to maintain a staff of regular employees adequate to ensure continuous performance of the contract work, and a statement demonstrating the firm's equipment and operating ability is sufficient and suitable for performance of the contract work.

Competency in performing comparable service contract and satisfactory references regarding same; demonstration of acceptable financial resources, technical experience, personnel staffing, availability of equipment and tools necessary to complete the contract work properly and expeditiously, availability of adequate supply sources, and maintenance of permanent place of business will be considered in determining the responsiveness and responsibility of the bidders

The Authority shall have the right to take such steps as it deems necessary to determine the ability of any bidder to perform the contract work, and the bidders shall be required to furnish the Authority all such information and data for this purpose as the Authority may request. Where an investigation of the available evidence or information does not satisfy the Authority that the bidder is qualified to carry our properly the contract work, the bid submitted by such a bidder shall be rejected.

Bids from individuals or organizations who have habitually and without cause neglected payment of bills or otherwise disregarded their obligations to subcontractors, material or employees shall be rejected.

The Authority reserves the right to reject any or all bids.

2. **CONDITIONS**

This request does not commit the Authority to pay any cost incurred in the preparation or submission of any proposal.

3. **ORGANIZATION, STAFFING AND OPERATING PLAN**

Bidder's shall submit with their bid an operating plan detailing bidder's staffing and approach to performing the work requirements of the proposed contract.

**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. 01/31/2014)

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**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 an 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 (214-0149.)
- (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

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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.

## BID DOCUMENT SUBMISSION CHECKLIST

**NOTE:** Failure to submit any of the following items with the Bid will cause the bid to be non-responsive and will be a mandatory cause for rejection of the Bid.

Completed and executed Form of Proposal/Bid

Completed, executed, and notarized Bidder's Affidavit

Completed and executed Bid Bond, or certified or cashier's check with a completed and executed Bid Guarantee Form.

A completed and executed Consent of Surety for the bid guarantee.

A completed and executed Non-Collusion Affidavit by Bidder

As applicable, completed Bidder's Acknowledgement of Receipt of Change to Bid Documents Form (addendums, notices or revisions), pursuant to N.J.S.A. 40A:11-23.1

**NOTE:** Failure to submit any of the following items with the Bid will cause the bid to be non-responsive, and as such, to be cause for rejection of the Bid:

A completed Experience and Qualification Questionnaire and the information required under items 1 and 3 of the Additional Instructions.

A completed and executed Disclosure of Ownership Form.

Bidder's signed Statement of Compliance.

Bidder's completed executed and notarized Affidavit for Affirmative Action Plan

Completed and executed Certifications and Representation of Offerors Non-Construction Contract (form HUD-5369-C)

A copy of Bidder's certificate evidencing the registration of its business with the State of New Jersey pursuant to applicable State law.

# BID FORM

**Name of Company:** \_\_\_\_\_

Project Name: Housing Authority of the Township of Brick  
Elevator Maintenance at the George J. Conway and Forge Pond Apartments  
165 Chambers Bridge Road  
Brick, New Jersey 08723

The Contractor has examined the Bid Documents and the Job Sites and is familiar with the scope and existing conditions; applicable codes which Govern the contract work in the Township of Brick, New Jersey and offers to provide the necessary labor, material, and the services required to execute the work required in the contract documents. The contractor offers to complete this work for the sum of:

- A. Base bid includes full maintenance repair and testing of four (4) Hydraulic Elevators in accord with the Contract specifications.

For Contract Year 1: \$ \_\_\_\_\_

- B. Any regular time or overtime work not included in the contract specifications shall be billed to the Owner as an extra charge at the Contractor's prevailing labor rates. The following hourly billing rates which rate shall include all cost, direct and indirect are proposed:

Regular Working Hrs. \$ \_\_\_\_\_ Per Hr. (One (1) Mechanic)

Regular Working Hrs. \$ \_\_\_\_\_ Per Hr. (Mechanic & Helper)

Overtime Working Hrs. \$ \_\_\_\_\_ Per Hr. (One (1) Mechanic)

Overtime Working Hrs. \$ \_\_\_\_\_ Per Hr. (Mechanic & Helper)

Sundays and Holidays. \$ \_\_\_\_\_ Per Hr. (One (1) Mechanic)

Sundays and Holidays. \$ \_\_\_\_\_ Per Hr. (Mechanic & Helper)

**For the purpose of comparing bids, the Housing Authority will assume that 10 hrs of service will be required for each of the above categories of unscheduled service calls.**

**TOTAL OF A (base bid) &  
+ B (10hrs of each category of service calls)**

= \$ \_\_\_\_\_

The bidder represents that he/she ( ) has, ( ) has not, participate in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925,11114, or 11246 or by the Secretary of Labor, and that he ( ) has, ( ) has not, filed all required compliance reports. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

Certification of Nonsegregated Facilities. By signing this bid, the bidder certifies that the bidding firm does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The bidding firm certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

The bidder understands that a breach of this certification is a violation of the Equal Opportunity Provisions of applicable Federal Law. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restroom 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 which 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. The bidder agrees (except where identical certification from proposed subcontractors for specific periods has been obtained) to obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000. which are not exempt from the provisions of the Equal Opportunity clause; to retain such certifications on file; and to forward a notice to his proposed contractors as provided in the instruction to bidders.

In submitting this Proposal, the undersigned has received and included herein the following Addenda:

ADDENDUM NO.	DATED
_____	_____
_____	_____

In submitting this Bid, it is understood that the right is reserved by the Housing Authority to reject any and all bids. If written notice of the acceptance of this Bid is mailed, telegraphed, or delivered to the undersigned with 60 days after the opening thereof, or at any time thereafter before this bid is withdrawn, undersigned agrees to execute and deliver a contract in the prescribed form.

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

Bidder \_\_\_\_\_ Address \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_  
(Signature of person authorized to sign bid)

Date \_\_\_\_\_

**BIDDER'S AFFIDAVIT**

State of \_\_\_\_\_) ss.

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

\_\_\_\_\_, being duly sworn, deposes and says  
that

he \_\_\_\_\_ resides \_\_\_\_\_ at

\_\_\_\_\_

that he is the \_\_\_\_\_ who  
signed the

(Given Title)

Above Proposal or Bid, that he was duly authorized to sign and the Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all the declarations and statements contained in the Bid are true to the best of his knowledge and belief.

\_\_\_\_\_  
Signature of Bidder (Seal)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

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



**BID BOND FORM**

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 Housing Authority of the

\_\_\_\_\_  
hereinafter called the "Local Authority" in the penal sum of \_\_\_\_\_ Dollars, 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 CONDITION 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 be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Authority 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 Local Authority for which the Local Authority may procure the required work or supplies or both, if the latter amount be in excess of the former; then the obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden 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.

In presence of:

\_\_\_\_\_  
(Individual Principal) \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Business Address) \_\_\_\_\_ (SEAL)  
(Individual Principal)

\_\_\_\_\_  
(Business Address)

ATTEST:

\_\_\_\_\_  
(Corporate Principal)

Affix

By \_\_\_\_\_ Corporate Seal

\_\_\_\_\_  
(Power-of-Attorney for person signing for Surety Company must be attached to Bond).

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_, 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

**BID GUARATEE**

NOTE:

THIS FORM IS TO BE EXECUTED ONLY IF THE BIDDER IS PROVIDING A CERTIFIED OR CASHER'S CHECK IN LIEU OF A BID BOND. IF THIS IS THE CASE AND PERFORMANCE AND/OR PAYMENT BONDS ARE REQURED BY THE PROJECT SPECIFICATION. THE PRESCRIBED CONSENT OF SURETY FORM MUST ALSO BE EXECUTED.

IF A BOND IS NOT PROVIDED, COMPLETE AND SIGN THIS GUARANTEE AND ATTACH CHECK IN THE AMOUNT OF \$1,000.00 PAYABLE TO THE HOUSING AUTHORITY OF THE TOWNSHIP OF BRICK.

Pursuant to N.J.S.A 40A: 11-21, I hereby certify, on behalf of the person or entity whose name appears below as the Bidder herein that if the Contract is Awarded to said person or entity it will enter into a Contract therefore and will furnish any performance bond or other security required, if any, as a guarantee or indemnification of the Brick Housing Authority a certified check in the amount of One Thousand Dollars (\$1000) is attached hereto. I recognize, on behalf of the Bidder that if the Bidder fails or refuses to enter into the Contract and supply the required performance bond or other security, said check will be forfeited to Brick Housing Authority.

SIGNATURE OF BIDDER: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME AND TITLE (PRINT OR TYPE): \_\_\_\_\_

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

ATTACH CERTIFIED CHECK PAYABLE TO THE BRICK HOUSING AUTHORITY  
HERE

**CONSENT OF SURETY FORM**

\_\_\_\_\_ (Name of Surety) a corporation organized and existing under the laws of the State of New Jersey. Herby guarantees the proposal of \_\_\_\_\_ ( Name of bidder) to \_\_\_\_\_, New Jersey, (Owner) for \_\_\_\_\_ and further guarantee that if the Contract is awarded to the said \_\_\_\_\_ (Bidder name) that the said \_\_\_\_\_ (Bidder name) will execute said Contract within the period of time required after its delivery for that purpose: and further guarantees that if the Contract is so awarded to the said \_\_\_\_\_ (Bidder name), that it will become surety on bond guaranteeing the faithful performance of said Contract.

I, Witness Whereof, the said \_\_\_\_\_ (Name of Surety) has caused this agreement to be signed by proper officers and its corporate seal to be hereunto affixed, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
(Name of Surety)

By \_\_\_\_\_  
Attorney-in-Fact

BOND NO.

## DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that "no corporation shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and address of all individuals who own 10% or more of the stock or interest in the corporation or partnership."

- 1) If the professional services entity is a partnership, then the statement shall set forth the names and address of all partners who own a 10% or greater interest in the partnership.
- 2) If the professional service entity is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
- 3) If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall included a list of the stockholders who own 10% or more of the stock of any class of that corporation.
- 4) If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form of corporate ownership as listed below.

### COMPLETE ON OF THE FOLLOWING STATEMENTS:

- I. Stockholders or Partners owning 10% or more of the company providing the submission:

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

- II. No Stockholder or Partner owns 10% or more of the company providing this submission:

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

- III. Submission is being provided by an individual who operates as a sole proprietorship:

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

- IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

\_\_\_\_\_ Limited Partnership                      \_\_\_\_\_ Limited Liability Corporation

\_\_\_\_\_ Limited Liability Partnership                      \_\_\_\_\_ Subchapter S. Corporation

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

**ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM**

\_\_\_\_\_  
Name

\_\_\_\_\_  
(Project or Bid Number)

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject to rejection of the bid.

LOCAL UNIT REFERENCE NUMBER OR TITLE OF ADDENDUM/REVISION	HOW RECEIVED (MAIL, FAX, PICK-UP, ETC.)	DATE RECEIVED

Acknowledgement by Bidder:

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

By Authorized Representative: \_\_\_\_\_  
Signature

Printed Name & Title: \_\_\_\_\_

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

**EXPERIENCE AND QUALIFICATIONS QUESTIONNAIRE**

- (1) Has your Company ever been disqualified or debarred from the performance of a service contract, and if so, furnish full details.
- (2) Has your Company ever been a party to any civil litigation with any public or private Sector Client regarding any aspect of a service contract, over the past five (5) years? If so, furnish full details, including copies of the Complaint and Answer if any such litigation, together with any relevant document establishment the outcome of such litigation.
- (3) Furnish the name, address, job position and percentage of stock held by any person owning or holding ten percent (10%) or more of the stock of your company.
- (4) Has your firm done business under any other name during the past five (5) years. If so, furnish full details.
- (5) Has any license held by your company ever been suspended or revoked during the past five (5) years. If so, furnish full details.
- (6) State the date your firm was initially formed or organized in formal fashion.
- (7) State full details regarding the amount (s) and type (s) of your insurance coverage.
- (8) Furnish the names, addresses, telephone numbers and identity of contact person for each public body/public sector entity for which your firm has performed security services during the past five (5) years.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Local Housing Authority in verification of the recitals comprising this State of Bidder's Qualifications.

Date at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_

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

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

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

\_\_\_\_\_ being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of \_\_\_\_\_ and that the answer to the forgoing questions and all statements therein contained are true and correct.

Subscribed and Sworn to Before Me

This \_\_\_ day of \_\_\_\_\_, 20 \_\_

\_\_\_\_\_

Notary Public of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_) ss.

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

\_\_\_\_\_, being first duly sworn, deposes  
and says:

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

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, 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 prices of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that or any other bidder, or to secure any advantage against the Housing Authority of the \_\_\_\_\_ or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
\_\_\_\_\_  
(Title)

Subscribed and Sworn to Before Me  
This \_\_\_\_\_ day of

\_\_\_\_\_  
Notary Public of \_\_\_\_\_



My Commission Expires \_\_\_\_\_

**STATEMENT OF COMPLIANCE**

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

Signature: \_\_\_\_\_

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

**AFFIDAVIT FOR AFFIRMATIVE ACTION PLAN**

(AAP)

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

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

THAT he/she is \_\_\_\_\_ of the party making a certain  
(Partner or Officer of the Firm of etc.)

Proposal or bid dated \_\_\_\_\_, 20 \_\_\_\_ for work in connection with the  
\_\_\_\_\_ at \_\_\_\_\_  
(Indicate Job Name) (Name of Site's)

Located in \_\_\_\_\_, New Jersey, that such proposal or bid is submitted with full knowledge and understanding of the Affirmative Action Plan (AAP) requirements contained herein; that in submitting such proposal or bid the bidder acknowledges that he must and will fulfill these requirements and that all statements in said proposal or bid are true.

SIGNATURE OF: Bidder, if the bidder is an individual;  
Officer, if the bidder is a corporation;  
Partner, if the bidder is a Partnership.

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

Subscribed and Sworn to Before Me  
This \_\_\_\_\_ day of

\_\_\_\_\_  
\_\_\_\_\_

Notary Public of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

Certifications and  
Representations  
of Offerors  
Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- 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:

**DIRECTIONS FOR PREPARATION OF PERFORMANCE AND PAYMENT BOND**

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall be not less than Five Thousand Dollars (\$5,000.00).
4. If the Principals are partners or joint ventures, each number shall execute the bond as an individual, with his place of residence shown.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal. If the corporation has no corporate seal the fact shall be state, in which case a scroll or an adhesive seal shall be affixed following the corporate name.
6. The official character and authority of the person(s) executing the bond for the Principal, if the corporation, shall be certified by the Secretary or Assistant-Secretary thereof under the corporate seal, or there may be attached copies of so much of the records of the corporation as will evidence the officials character and authority of the officer signing, duly certified by the Secretary or Assistant-Secretary, under the corporate seal, to be true copies.
7. The current Power-of-Attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must not be prior to the date of the Contract.
9. The following information must be placed on the bond by the Surety Company:
  - a. The rate of premium in dollars per thousand; and the
  - b. Total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place, attesting to the signature of each party to the bond.
11. Type or print the name underneath each signature appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the Contract (original Counterpart) intended for signing.

.....  
CAUTION: Extreme care must be taken in preparing the bond (5) so that a portion of the text of the body of the instrument appears on the same page as the signature of the principal and his surety, or the signature may be placed on the reverse of a page containing text. In addition, the continuity from page to page must be clearly evident.

NOTE: Bond is to be countersigned by Local Agent.

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned.

\_\_\_\_\_  
(Name of Surety)

as SURETY, are held and firmly bound unto the Housing Authority of the

\_\_\_\_\_ (hereinafter call the "Local Authority") in the penal sum of  
\_\_\_\_\_ Dollars, for the payment of which well and truly executors, administrators,

successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal was awarded, on the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ a contract with the Housing Authority of Township of  
Brick, New Jersey for \_\_\_\_\_

\_\_\_\_\_ which said  
contract, consisting of Invitation, Bid and Award, is made a part of this Bond, the same as though set  
forth therein:

Now, if the said \_\_\_\_\_  
\_\_\_\_\_

SHALL WELL AND FAITHFULLY DO AND PERFORM THE THINGS AGREED BY:

\_\_\_\_\_ to be done and performed according to the Terms of Said contract, and shall pay all lawful claims of sub-contractors, materialmen, laborers, person, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements, or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefits of any subcontractor materailmen, laborer, person, firm or corporation having a just claim, as well as for the oblige herein; then this obligation shall be void, otherwise the same shall remain in full force and effect it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of said contract or in or to specifications therefore shall in anywise effect the obligations of said surety on its bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this \_\_\_\_\_ day of \_\_\_\_\_ the 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.

In presence of:

\_\_\_\_\_  
(Individual Principal) (SEAL)

\_\_\_\_\_  
(Address) (Business Address)

\_\_\_\_\_  
(Individual Principal) (SEAL)

\_\_\_\_\_  
(Address) (Business Address)

\_\_\_\_\_  
(Individual Principal) (SEAL)

\_\_\_\_\_  
(Address) (Business Address)

\_\_\_\_\_  
(Individual Principal) (SEAL)

\_\_\_\_\_  
(Address) (Business Address)

\_\_\_\_\_  
(Corporate Principal)  
(Affix Corporate Seal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
ATTEST: By \_\_\_\_\_

\_\_\_\_\_  
(Corporate Surety)  
(Affix Corporate Seal)

\_\_\_\_\_  
(Business Address)

The rate of premium in this bond is \$ \_\_\_\_\_ per \_\_\_\_\_  
The total amount of premium charge is \$ \_\_\_\_\_

(The above is to be filled is by Surety Company).

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

# **TECHNICAL SPECIFICATIONS**



HYDRAULIC ELEVATOR MAINTENANCE SPECIFICATION FOR THE  
HOUSING AUTHORITY OF THE TOWNSHIP OF BRICK

**PART 1      GENERAL**

1.01    Scope: The work under this section is subject to those provisions of the General and Special Conditions which in any way affect the work herein specified.

1.02    This specification establishes the minimum requirements for a full maintenance program which shall be contracted for by the Owner with an approved bidder. The full maintenance contract shall cover the elevator equipment as set forth in Part 5 of this specification.

1.03    Contractor Competence and Qualifications: The Contractor shall be competent and experienced in the field of elevator service with a minimum of five (5) years prior experience on comparable or more complex elevator equipment and currently have service contracts on similar equipment. The Contractor must have a local elevator service office and demonstrate the ability to answer a service call within one (1) hour from receiving a call.

1.04    The Contractor shall include the following data in the bid document:

- A.    A statement that the firm is regularly engaged in the business of installing, and/or servicing elevators of the type and character of equipment covered by this specification.
- B.    A completed description and locations of the firm's nearest service and warehouse facilities available for furnishing maintenance on the elevators covered by this specification and including the following items:
  - 1.    A list, including names of personnel directly employed by the bidder, whose responsibility is performing maintenance, giving the length of time each has been employed by the bidder and the amount of experience each has had in maintaining elevators of the same type and manufacture as covered by this specification.
  - 2.    An outline of service and warehousing facilities, showing a complete list of parts, equal to or better than original manufacturer's spare parts, on hand and of the same type and specifications as used on the elevators covered in this specification. Contractor agrees to allow the inspection of these facilities by Owner.
  - 3.    A description of any other factors concerning the bidder's maintenance program, personnel and service facilities that will substantiate his ability to properly maintain the elevators in a safe, dependable manner.

4. A list of technical information and engineering data in order to prove the technical capability to perform maintenance specified.

#### **1.05 INSURANCE**

Before commencing work, the Contactor and any subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operation under the Contract:

1. Workers' Compensation, in accordance with state Workers' Compensation laws. Employers Liability coverage at limits of \$500,000/\$550,000/\$500,000.
2. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 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. The Housing Authority of the Township of Brick is to be named as Additional Insured and that coverage includes Products/Completed Operations coverage.
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 \$1,000,000.00.
4. All insurance shall be carried with companies which are financially responsible and admitted to do business in the State of New Jersey. If any such insurance is due to expire during the contract period, the Contractor (including any subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All Certificates, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 60 days prior written notice has been given to the Contracting Officer. All sub-contractors are required to provide the same coverage and limits as required by the contractor. The contractor/subcontractor should provide evidence of Umbrella Liability coverage and coverage limits, if applicable.

5. The Contractor must provide a Hold Harmless Clause with the same or similar wordings as the following:

A) Indemnification Agreement

- ✚ The Contractor will protect, defend, indemnify, and hold harmless the Housing Authority of the Township of Brick, its officers, agents, and employees from and against any and all losses, penalties, damages, settlements, cost, charges, professional fees or other expenses or liabilities arising out of or resulting from the performance of the work or the completed operations provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property including the loss of the use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, Subcontractor(s), Sub-subcontractors(s) and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
  
- ✚ In any and all claims against the Housing Authority of the Township of Brick or any of their agents or employees, by an employee of the Contractor, Subcontractor, or any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor, Subcontractor, or any Subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee Benefits Acts.

**1.06 Work Hours:** All work shall be performed during regular working hours of regular working days unless otherwise specified. Any regular time or overtime work not otherwise included in the contract shall be billed to the Owner as an extra charge at the Contractor's prevailing labor rate.

**1.07 Inspection of Equipment and Conditions at Job Site:** Prior to bidding, it shall be the responsibility of the bidder to visit the job site and inspect each elevator to establish to his satisfaction the condition of the elevator equipment to be maintained and any other conditions affecting the work to be performed. This equipment is offered in an "as is" condition. No claim shall be allowed for correction of deficiencies claimed to exist prior to award of contract.

- 1.08 Wiring Diagrams:** Contractor shall provide to Owner a set of reproducible wiring diagrams covering all changes, modifications, etc., which take place during the contract term. These reproducible are to be furnished to the Owner immediately following modifications.
- 1.09 Performance Conferences and Reports:** At the end of each ninety (90) day period the Contractor shall meet with the Owner's representative to review performance and schedule major repairs contemplated during the next ninety (90) day period. The Contractor shall submit written performance reports on forms provided by the Owner at the end of each six (6) month period.
- 1.10 Checking In And Out:** the Contractor's personnel shall check in with the Owner's representative prior to commencing work and check out after completing the work. This requirement applies to regular maintenance, repair and callbacks. At time of check-in, Owner's representative shall provide Contractor's personnel with a list of any reported problems requiring the Contractor's attention.
- 1.11 Billing Procedure:** A monthly billing shall be rendered by Contractor for regular monthly maintenance service and any Owner approved extra work broke down by building name, building number and elevator number along with purchase order number where applicable. Lump sum billings shall not be allowed.
- 1.12 Time Sheets:** A time sheet or ticket shall be submitted to the Owner for approval within twenty four (24) hours of servicing or repairing an elevator unit. The time sheet or ticket shall include the date the work was performed, a description of the work performed and the elevator number the work was performed on along with the building name and number. In addition to these time sheets, the contractor shall keep on site for each elevator the following records: A) Hydraulic Fluid Log which will indicate the date and amount of fluid was added; B) A log demonstrating that the contractor has tested the Fireman's Recall Phase 1 and 2 each month and the date of the test; C) A call log indicating the reason for the call and the steps taken to correct the problem.
- 1.13 Addition or Deletion of Elevator Units:** Elevator units may be added during the contract term at a unit price agreed to by both parties. Deleted units shall reduce the contract price by the same amount as originally included in the Contractor's bid.
- 1.14 Equal Opportunity Employment Statement:** The non-discriminatory clause contained in Section 202 Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

## PART 2 SCOPE OF MAINTENANCE

- 2.01 This specification provides for complete maintenance coverage including examinations, cleaning, painting, lubrication, adjusting, parts replacement, repairs, and testing on all parts of the elevator equipment including but not limited to, machines, motors, motor starters, hydraulic power units, hydraulic power units, hydraulic pumps and valves, silencers, mufflers, controllers, selectors, relays, contactors, solid state devices, transformers, resistors, and all related control equipment.

It also includes, hydraulic plunger, bolster plate, jack packing, oil, guide rails, limit switches, guide shoes (slide and roller), door operators, car and hatch door hangers, contacts, interlocks, auxiliary door closing devices, detector-edges, photo eyes, car frames, platforms, and all other elevator related devices, except for the following:

Car enclosures (including removable panels, door panels, car gates, plenum chambers, hung ceilings light diffusers, light tubes and bulbs, handrails, mirrors, carpets, and tile flooring), hoistway enclosure, hydraulic cylinders and underground oil pipe lines, hoistway gates, doors, frames and sills.

- 2.02 Scheduled Maintenance: All preventive maintenance performed by the Contractor shall be scheduled elevator by elevator and subject to final approval of the Owner.

The preventive maintenance schedule, as prepared by the contractor shall show building name, elevator serial numbers, examination frequency, examination hours and be keyed to a preventive maintenance schedule prepared for the specific equipment covered by this specification.

- 2.03 Examine: The Contractor shall examine the equipment on a monthly interval as set forth in Part 6 of this specification. When, as a result of an examination, corrective action is found to be the responsibility of the Contractor; the Contractor shall proceed immediately to make (or cause to be made) replacements, repairs and corrections. When such work is determined not to be the Contractor's responsibility, a written report, signed by the Contractor, shall be delivered to the Owner for future action.

Items of an emergency nature shall be communicated to the Owner Immediately and followed up in written form. Examinations of the equipment shall follow the basic procedures recognized by the elevator service industry.

2.04 Clean: The Contractor shall clean all of the elevator equipment as well as the elevator equipment room and hoistways. Cleaning of the equipment shall occur at regular intervals sufficient in frequency to maintain a professional appearance and preserve the life of the equipment. Minimum interval shall be as set forth in Part 6 of this specification.

2.05 Paint: The Contractor shall paint the elevator equipment at intervals frequent enough to maintain a professional appearance, prevent rusting, and preserve the equipment. All paint shall be suitable for the purpose intended and be of a high quality. Application of the paint shall, in all circumstances, comply applicable local codes and/or current ANSI codes.

2.05 Lubricate: The Contractor shall lubricate all moving parts of the equipment. Lubricants shall be applied at intervals recommended by the equipment manufacturer or as dictated through use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacture of the equipment to which the lubricant is applied.

2.07 Adjust: The Contractor shall adjust the equipment. Adjustments shall be made as necessary and when the operation of the equipment varies from its normal or originally designed performance standards, as a result of normal wear and use. See Part 7 for performance standards.

Adjustments shall be made by qualified individuals properly equipped with tools and instruments, employed by the Contractor. Adjustments shall be made at regular intervals frequent enough to maintain the elevator in optimum operating condition.

Parts or assemblies which have worn (or otherwise deteriorate beyond "normal" adjustment limits shall be replaced as provided for under the "Replace" and/or "Repair" section of this specification.

2.08 Replace: The Contractor shall "replace" all items covered under the contract during the course of scheduled preventive maintenance, when in the opinion of Owner, such replacement will prevent an unscheduled elevator shutdown and/or ensure the continued normal operation of the elevator or which otherwise will extend the useful life of the elevator. All replacements be made using original or Owner approved equal.

2.09 Replacement Parts: To assure the maximum use of elevators a minimum shutdown time for emergency repairs, the Contractor shall be required to have and maintain on the job, in metal

cabinets furnished by the Contractor, a supply of spare parts sufficient for normal maintenance and repair of the elevators. These spare parts and lubricants shall be equal to or better than original manufacturer's parts. The value of the replacement parts maintained on the job shall be a minimum of 10% of the annual maintenance cost.

Motors, armatures, field coils, and any other component part must be delivered within forty-eight (48) hours of needed repair.

Used parts, or parts, that are not equal to or better than genuine manufacturer's parts are not acceptable and will not be permitted.

Contractor to state, before the signing of contract, any parts claimed to be obsolete. During the term of this agreement, the obsolesces clause can only be invoked, if prior written notice sent, by certified mail, 30 days prior to the need for replacement.

Obsolesces of parts must be mutually agreed to by both parties. Absent agreement of obsolesces, the Building Owner reserves the right to cancel this contract.

## 2.10

### Repairs:

#### A. Repairs which are the responsibility of the Contractor:

Repairs shall be made by the Contractor to elevator components covered by the agreement. The Contractor shall make (or cause to be made) all repairs made necessary due to normal wear and use of the elevator system. The Contractor shall be responsible for all cost for labor, materials, expenses, and supplies which occur as a result of the stated repair.

#### B. Repairs which are the responsibility of the Owner.

Repairs shall be made by the Contractor, when authorized by the Owner, where such repairs are not included in the contract. The Contractor shall make (or cause to be made) all repairs made necessary for any reason during the term of the contract.

The Contractor shall supply all labor, materials, and supplies at the Contractor's usual billing rates. On completion of all repair work, the Contractor shall submit to the Owner for payment an invoice detailing the nature of the work performed and related charges. The repair billing rate shall be set forth in the bid document.

Prior to any repairs being made by the Contractor, the Contractor shall submit a written proposal to the Owner to obtain formal approval to proceed.

2.11 Perform Periodic Test: The Contractor shall perform periodic Safety Tests of the elevator components. The periodic tests shall be conducted at the frequency stated in the ANSI A17.2 code, and or Municipality having jurisdiction, and follow the procedures set forth in said code. Test results shall be recorded on forms supplied by or acceptable to the Owner. Certified copies of the completed test forms shall resubmitted to the Owner. Periodic inspections as performed by city, county, state, federal government and/or insurance agencies or representatives are included in this specification.

2.12 Callback Service: For the purpose of this specification, a “callback” is a request from the Owner to the Contractor, requesting the Contractor to go to a specific elevator to correct any elevator problem and/or condition, which in the Owner’s opinion needs attention before the Contractor’s next scheduled preventive maintenance visit. Additionally, a “callback” is work which can ordinarily be performed by one person working alone at the job site for a period of time not exceeding two hours.

Work required in excess of the basic two hours and/or which requires a second person shall be considered “Repair” work and shall be governed by the “Repair” provisions and specifications set forth elsewhere in this specification.

- A. Callback service during regular working hours:  
The Contractor shall, without additional charge to the Owner, provide callback service during the Contractor’s regular working hours. The contractor shall respond to a callback within a minimum of one (1) will require immediate response.
- B. Callback service during overtime working hours: The Contractor shall provide 24-hour callback service at no additional cost to the Owner.

### **PART 3 CONTRACT TERMS**

- 3.01 It is the Owner’s intention to award a contract covering the one (1) year contract period, in accordance with NJSA 40A:11-15.
- 3.02 Termination or Suspension: See attached AIA Document “Standard Form of Agreement” between Owner and Contractor (1987 Edition), Article 8, 8.1, 8.2, and 8.3 Termination or Suspension.
- 3.03 Failure to Perform: Contractor shall guarantee all work required during the contract period for the duration of the contract, and for a period of ninety (90) days after the termination date. Should the Owner determine during the contract period or within thirty (30) days after termination that any required work has been performed improperly or not performed at all; the contractor shall, after mailing of written notifications by the Owner, correct said difficulty within fourteen (14) days. Failure to correct will be construed as default of



the contract and the Owner may secure others to perform the services and deduct the cost of these services from the contractual amount due under the agreement.

3.04 Award of Contract: The Owner reserves the right to accept or reject any and all bids and to waive any informality in bids. All qualified bids will be evaluated and acceptance shall be made of the bid(s) judged by the Owner to constitute the best value offered for the purpose intended.

3.05 Commencement Date: It is the Owner's Intention to award a contract to become effective on **January 1, 2025 THROUGH December 31, 2025**

**PART 4 CONTRACT EXCULSIONS:**

4.01 The Contractor shall not be responsible for the following:

- A. Making other safety tests or installing new attachments on the elevators when recommended by insurance companies.
- B. Making any alterations to the elevator equipment, including control circuits, without prior written approval from the Owner.
- C. For the main line power feeders and associated disconnect switches and breakers.
- D. For the elevator components specifically excluded under Section 2.01.

**PART 5 EQUIPMENT COVERED BY THIS SPECIFICATION:**

<u>Elevator</u>	<u>Building</u>	<u>Type</u>
Passengers 1 & 2	George J. Conway	HYDRAULIC
Passengers 1 & 2	Forge Pond	HYDRAULIC

**PART 6 Minimum Elevator Maintenance Frequency and Task**

6.01 Hydraulic Passenger and Service Elevators (Repair or replace all parts required at no additional charge.)

Frequency: 4 weeks (no less than monthly)

1. Clean and inspect power unit, control, valves, motor and belts.
2. Clean and inspect car top, operating switches, door operator and controls, car door hangers, gibs, alarm bell, leveling, phone, and fire service.

3. Clean and inspect hoist way door hangers, interlocks, linkage, pick up assembly, door gibs, non-vision wing and hoist way switches.
4. Clean and inspect buffers and jack packing, clean pit, check travel cable loop.

Frequency 8 Weeks

5. Clean machine room, clean and adjust controller and selector contacts and relays.
6. Check car and hall fixture lamps, leveling and floor stops, alarm bell and emergency stop; inspect travel cable and retiring cam.

Frequency 12 Weeks

7. Inspect leveling and limit switches and check emergency light.
8. Inspect power drive (belts and coupling) and pump, clean controls.
9. Clean car and hall station contacts, check door closing force, check and lubricate safety edge linkage pins and adjust. Check car and hoist way hanger rollers and adjust up thrusts.
10. Check motor bearings, transformers, rectifiers and timers.

Frequency 26 weeks

11. Check control and main line fuses, voltage readings, motor connections and overloads.
12. Checks bolster plate and channels, hoistway switches and door closing devices.

Frequency 52 weeks

13. Check drive belt tension and adjust valves.
14. Clean guide rails and brackets, door hangers, sills and pit.
15. Annual pressure test and lubricate motor.
16. Filter hydraulic oil.
17. Annual valve control adjustment and check logic operation.

Frequency 156 weeks

18. Three (3) year pressure test, where flexible hoses are present.

**PART 7                      Performance Standards:**

**7.01** It is the intention of this specification that the elevator equipment be maintained so as to preserve the operating characteristics in line with the original design. Should the Owner find through its own investigation or that of its representative that these standards are not being maintained, the Contractor will be given fourteen (14) days to restore the performance to the required level. Failure by the Contractor to restore the performance to the required level within the fourteen (14) day period shall constitute sufficient cause for termination of the contract by reason of default, at the option of the Owner, in accordance with Section 3.02.

**7.02** The following are performance levels which are a part of the original design and which shall be maintained at all times.

- A. Contract speed of all elevators, dumbwaiters and lifts shall be maintained, and brake to brake (flight times) shall be maintained as originally designed.
- B. Leveling accuracy of all elevators shall be maintained at all times.
- C. Opening and closing times of all hoistway and car doors shall be maintained within limits of ANSI A17.1 Code, yet assuring minimum standing times at each floor.
- D. Door reversals on all elevators equipped with mechanical safety shoes shall always be initiated within the stroke of the shoe. Light ray devices shall be operable at all times under normal operation.
- E. "Variable" car and hall door hold open times shall be maintained in accordance with original design. Deviations from this will not be permitted.
- F. Elevators operating under group supervisory systems shall operate at all times in accordance with original design specifications. The Contractor shall be required to periodically test these systems no less than annually and submit to the Owner test data indicating performance levels and proof that variable and fixed features are operating properly and all circuits and time settings are properly adjusted.
- G. Emergency fire service operation, telephone communications, emergency car light and alarm bell shall be periodically (minimum monthly) tested to be sure it is functioning properly as required by ANSI A17.1 Elevator Code.

**7.03** As a minimum requirement the performance levels as set forth in item 7.02, Paragraph A, shall be as follows:

Hydraulic and Two Speed Control

1. Flight Time (Brake to Brake)	9.6 seconds
2. Cycle Time	15.6 seconds
3. Door Open	2.5 seconds
4. Door Close (Item 7.04, Para. D)	3.5 seconds

**7.04** For the purpose of this specification, the following performance criteria shall apply:

- A. Flight Time is the elapsed time in seconds from Brake open to brake close on a one (1) floor run of approximately 12'-0" and/or elevator starting after the interlock circuit is made and elevator stops at the next landing.
- B. Cycle Time is the elapsed time in seconds from car doors starting to close until the doors are fully open at the next floor on a one (1) floor run of approximately 12'-0".
- C. Door Open Time is the elapsed time in seconds from the time the car doors start to open after arriving at a landing until they are fully open.
- D. Door Close Time is the elapsed time in seconds from the time the car doors start to close after a call is initiated until they are fully closed with the interlock engaged. This must not exceed requirements as set forth in Rule 112.3 of the ANSI A17.1 Elevator Code; therefore, the Closing Time will vary slightly depending upon door opening width and weight of the doors,
  - 1. The performance levels as related to door time are based on center opening doors. Elapsed time on single and two speed doors will be slightly longer.