



SHA

SECAUCUS HOUSING AUTHORITY

700 COUNTY AVENUE SECAUCUS, NJ 07094

REQUEST FOR BIDS

ALL-INCLUSIVE

ELEVATOR MAINTENANCE CONTRACT

2 Locations:
777 – 5th Street
700 County Avenue

One & Two Years

Due Date: Thursday, November 7, 2024 by 10:00 AM

**HOUSING AUTHORITY OF THE TOWN OF SECAUCUS
INVITATION TO BID FOR ELEVATOR SERVICE & MAINTENANCE CONTRACTOR**

I. INTRODUCTION

It is the intent of this Invitation to Bid (ITB) to a service contract with a qualified, licensed elevator company whereby as needed for elevator service and maintenance of six (6) elevators that will be performed at three (3) Housing Authority properties owned by the Secaucus Housing Authority (SHA) as listed in the Technical Specifications by the Contractor in a reliable and timely manner. The contractor shall have the capability to perform all necessary elevator service and maintenance at all required SHA locations.

Sealed bids will be received by mail or hand delivered to the Secaucus Housing Authority, 700 County Avenue, Secaucus, NJ **no later than 10:00 a.m. Thursday, November 7, 2024. Absolutely no late arrivals will be accepted.**

The contractor must have all applicable State licenses and must comply with all other pertinent law, rules and/or regulations.

II. TERM OF CONTRACT

If awarded, the contract resulting from this ITB shall be executed for a period of one year, (12) months or two years, (24) months, tentatively from January 1, 2025 – December 31, 2025, subject to the availability of funds.

III. QUALIFICATIONS

Persons or firms submitting bids shall be engaged in the lines of work called for in the specifications and shall be able to refer to work of a similar character performed by them. The SHA may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the AHA all such information and data for this purpose as the SHA may request. The SHA reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the SHA that such bidder is properly qualified to carry out the right to investigate the bidder's establishment before making an award. All bidders and subcontractors must submit the qualifications questionnaire.

IV. GENERAL CONDITIONS

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

1. The contractor must demonstrate through references that they, or their principles assigned to the project, have sufficient capacity (material, supplies and manpower) to complete services as outlined in this ITB.

2. The SHA reserves the right to accept or reject any and all bids, if it is in the best interest of the SHA to do so.
3. If applicable, the successful bidder shall be solely responsible for obtaining all federal, state, county, and municipal approvals, licenses, and permits and shall comply with all applicable governmental laws, rules, regulations, including HUD and orders respecting the premises and the use thereof.
4. Prior to the commencement of the contract term with the successful bidder, it shall be the obligation of the successful bidder to obtain and maintain liability insurance against all claims on account of personal injury and property damage or death to persons, for which the successful bidder may become liable and shall name the SHA an additional insured under said policy.

The successful bidder shall maintain such comprehensive general liability insurance. The successful bidder shall provide the SHA with a Certificate of Insurance, evidencing compliance with this section and providing the SHA with thirty (30) days prior written notice of cancellation or amendment of said policy. Workers Compensation Insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

5. A **sample** of the required contract agreement is attached.
6. All work shall be provided in a professional workmanlike manner. **While working on behalf of the SHA, all related safety codes including OSHA shall be complied with.**
7. The rates provided in the Bid shall include full compensation for labor, equipment use, travel time and other costs to the Contractor. No other compensation shall be awarded to the Contractor.
8. Time is of the essence in the performance of work; therefore, in the event the Contractor does not respond in a timely manner according to the response time documented on the proposal form, the SHA may at its option, have the work completed by another Contractor. Repeated failures by the Contractor to respond may result in cancellation of the service contract.
9. Contract shall be awarded to the lowest responsive, responsible bidder. After the contract has been awarded, but before any written orders are placed against the contract, the SHA Executive Director will conduct an orientation conference with the Contractor and appropriate representatives of the SHA for the purposes of aiding both SHA and Contractor personnel to achieve a clear and mutual understanding of general contract requirements. However, this conference shall not relieve the Contractor of the responsibility for complying with any of the terms and conditions of the contract. The bidder that submits the lowest total rate and is Davis Bacon compliant and is responsive in all other aspects of the

bidding documents will be awarded the contract. If there is a tie, the bidder with the lowest markup percentage will win.

10. If the pre-job orientation is held, the Executive Director, Deputy Executive Director, and Maintenance Supervisor will provide specific details regarding the date, time, and location of the conference, and information regarding the items/topics to be discussed.

11. The contractor shall be compensated as put forth on the bid proposal form attached herein.

12. These specifications are for service and maintenance only. The SHA reserves the right to separately bid or receive quotes for separate projects if it's in the best interest of the SHA to do so.

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

V. PRE-BID MEETING

Pre-bid meetings are not mandatory, but is scheduled for **11:00 a.m. on Friday, October 25, 2024**. The purpose of a pre-bid meeting is for all interested parties to familiarize themselves with the locations to be serviced so that a more accurate bid proposal may be submitted.

VI. SCOPE OF SERVICES

The scope of services required by the SHA in connection with this ITB covers the entire spectrum of services customarily provided to governmental entities by General Contractors. The services provided should include but need not necessarily be limited to the following:

1. Contractor shall furnish labor, miscellaneous parts, equipment, tools, transportation, methods of communication, and if required, miscellaneous services.
2. Contractor shall provide qualified elevator mechanics and laborers to perform various duties as directed by an authorized SHA representative. Contractor shall have a constantly monitored 24-hour a day phone number(s) to contact for service.
3. Contractor shall contact an authorized SHA representative upon arrival at a job site by signing in at the applicable management office. Actual travel time to and from the job work location is not reimbursable under the contract. Travel cost shall be included in the hourly rate for labor. Contractors shall ensure that the authorized SHA representative logs the start and completion

times on the service ticket for services performed. Contractors shall provide the following on the service ticket: building address, floor, name of staff performing the work, and if applicable, the SHA work order PO number issued for that job.

4. All work required to correct any problems diagnosed by the vendor shall be approved by the authorized SHA representative prior to work being performed. Contractor shall work until each job is completed and when necessary respond to multiple requests for services at the same time.

5. Any work requiring a separate license shall be performed under the applicable license as required under local or state law.

6. Contractor shall leave the work area clean and free of materials, debris, and vendor equipment to the satisfaction of the authorized SHA representative. Contractor shall remove from the building and dispose of all defective materials removed in performance of the service and in strict accordance with all applicable rules, regulations, codes, laws, ordinances, statutes, etc. The authorized SHA representatives shall approve the removal of all mechanical and electrical parts.

7. Contractor shall clean all areas of scrap materials, dirt, dust, and debris generated in performance of the service at the time the service is provided. For equipment located above the ceiling line and above a work area, the Contractor shall cover the furnishings and floor area located below the equipment prior to commencing work.

8. Contractor shall clean, repair or replace any item damaged by the Contractor or its subcontractor(S) during the performance of the service to the satisfaction of the SHA, and at no additional cost to the SHA.

All work shall be provided in a professional workmanlike manner. **While working on behalf of the SHA, all related safety codes including OSHA shall be complied with.** The firm awarded this contract must have technicians available on a 24-hour day call.

VII. WORK ORDERS/SERVICE SLIPS

All work, shall be subject to authorization first. Contractor shall obtain a work PO number from an authorized SHA representative before performing services. After services are rendered, Contractor shall submit the invoice, work order/service slip containing the following information:

- a. Full description of work performed.
- b. Name of Technician that performed the work.
- c. Date and time that work was initiated and completed;
- d. Total hours and labor rate including start and finish times.
- e. Itemized list of materials used to complete the work, with applicable discount.

f. PO number.

g. Signature of an authorized SHA representative to verify that the work was performed.

Payment shall be processed once the above process has been followed.

EMERGENCY AND NON-ROUTINE SERVICES

Emergency Services: The contractor may be asked to perform emergency services at times other than normal working hours. The contractor shall be available within two (2) hours for such emergency work.

Before performing any work against this contract, the Contractor shall furnish, in writing, the name(s) and emergency telephone number(s) of the Contractor's representative(s) to be contacted during other than normal working hours.

Contractor shall obtain a PO number before performing any emergency work, unless unusual circumstances arise.

Contractor shall bill hourly for emergency services.

Non-Routine Services: If, during the course of work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization from an authorized SHA representative. The Contractor shall submit an estimate to the SHA's authorized representative in a timely manner. The Contractor's estimate will be evaluated to determine if the scope has been clearly and accurately understood, the hours have been accurately applied, the work has been properly estimated with supporting data presented and that material and equipment estimates are reasonable and properly documented. After the estimate has been reviewed, the SHA's authorized representative(s) will approve a fixed price for the work described in the estimate.

Contractor shall obtain a purchase order number before performing any non-routine services. The Contractor acknowledges that all non-routine work will be performed only after the above procedure has been accomplished. The hourly rate provided in the Bid shall include full compensation for labor, equipment use, travel time and other costs to the Contractor. The rate is straight time for all labor, except as otherwise noted herein. Time is of the essence in the performance of work; therefore, in the event the Contractor does not respond in a timely manner according to the response time documented on the proposal form, the SHA may, at its option, have the work completed by another Contractor. Repeated failures by the Contractor to respond may result in cancellation of the service contract.

VIII. COMPENSATION

1. The SHA is **exempt** from manufacturer's federal excise tax and states sales tax. Tax exemption certificates will be issued to the contractor upon request.
2. All invoices must be received by the SHA **within five (5) days** of services

rendered, and must be accompanied by a work order and service slip or other acceptable form which clearly indicates the signature of the SHA personnel who authorized or witnessed the work and hours submitted. Date of the invoice should be the date services were rendered.

3. Invoices of materials must be presented prior to payment for any material. The contractor shall include the percentage of mark-up on his cost for all materials (as per bid proposal form). The Contractor must submit suppliers' invoices attached to invoice for payment.

4. The Contractor shall be responsible for maintaining payroll records and must make such records for each repair which exceeds \$2000.00 to the PHA and/or to HUD, on request.

IX. INSTRUCTIONS TO BIDDERS

In addition to form HUD-5369-B, Instructions to Offerors Non-Construction, attached, all bidders shall follow the following instructions:

1. All bids shall be hand delivered or mailed to:

Secaucus Housing Authority
700 County Avenue
Secaucus, New Jersey 07094
ATTN: Christopher Marra

2. All bids shall arrive in a sealed envelope clearly marked "SEALED BID-ELEVATOR MAINTENANCE AND REPAIR SERVICES-DO NOT OPEN BEFORE May 23, 2019 AT 11:00 AM" on the front, together with the name and address of the firm submitting the bid. Bids will be received until **10:00 AM on Thursday, November 7, 2024**, at which time they will be publicly opened at the SHA, 700 County Avenue, Secaucus, New Jersey 07094.

3. To ensure fair consideration for all bidders, the SHA prohibits communication to or with any employee of the SHA during the submission process, except as provided in the fourth paragraph below. Additionally, the SHA prohibits communications initiated by a bidder to **any** SHA Official or employee evaluating or considering the proposals before the time an award decision has been made. Any communication between bidder and the SHA will be initiated by the appropriate SHA Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the bid. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future bid.

4. Any questions relative to interpretation of the scope of services or the bid process shall be addressed in writing via email to christopher@secaucusha.org at least 7 business days prior to the bid opening.

5. Bidders are fully responsible for the timely delivery of bids. Late bids will not be accepted and will be returned to the bidder unopened. For the purpose of receiving

bids, New Jersey Time, or EST shall be considered the official time. Telegraph, telephone, facsimile machine, and electronic mail bids will not be accepted under any circumstances.

6. Sealed bids forwarded to the SHA before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.

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

8. Each bid proposal form must give the full business address, business phone, fax, email if available, the contact person of the bidder, and be signed by an authorized representative as follows:

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

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

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

10. Discrepancies in Bids-if the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the SHA of the extended totals shall govern.

11. Indemnification- Bidder shall indemnify and hold harmless the SHA from all claims, suits or actions, and damages or costs of every name and description to which the SHA may be subjected or put by reason of injury to the person or property of another, or the property of the SHA, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or sub-contractors in the delivery of goods and services, or in the performance of the work under the contract.

12. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the SHA. The bidder accepts the obligation to become familiar with these specifications.

Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the PHA no less than ten business days prior to the opening of the bids.

Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the SHA of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

13. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid on the Acknowledgement of Addenda form attached herein. The owner's interpretations or corrections thereof shall be final.

When issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

14. Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership,

- corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

VIII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

1. Mandatory Affirmative Action Agreement. No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. All bidders are to sign and submit the Affirmative Action Agreement included herein. The full, required regulatory is on page 14 of this IFB. Failure to submit the Affirmative Action Agreement document shall result in the rejection of the bid.

2. Stockholder Disclosure. N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership. Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Stockholder Disclosure Certification document shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

3. Proof of Business Registration. N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration before bid with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a

penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292. As a result of recent legislation, failure to submit a Business Registration Certificate shall **not** result in rejection of the bid, provided that the bidder was registered before the bid submission deadline.

4. Non-Collusion Affidavit. The Affidavit shall be properly executed and submitted with the bid proposal. Failure to submit a non-collusion affidavit shall result in rejection of the bid.

5. Acknowledgement of Receipt of Addendum. The acknowledgement shall be properly signed and submitted with the bid.

6. Prevailing Wages. All bidders are required to be registered with the Department of Labor and Workforce Development (DLW) as a Public Works Contractor. More information and instructions on how to register can be found at http://lwd.dol.state.nj.us/labor/wagehour/regperm/reg_and_permits.html.

Davis-Bacon (D/B) Wage Rates: It has been determined that Davis Bacon Wage Rates shall be prevalent during the course of this contract. By submitting a bid, each bidder is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than the following:

For work performed at any SHA location, the prevailing Wage Determination shall be obtained at <http://www.wdol.gov/dba.aspx>

Any job that exceeds \$2,000.00 shall not be paid without the submission of payroll records.

7. Bid Proposal Form

8. Subcontractor Listing and Certification Forms

9. Bidder's and/or Subcontractor's Qualifications Questionnaire.

10. Certifications and Representations of Offerors-Form HUD 5369-C.

HOUSING AUTHORITY TOWN OF SECAUCUS
700 COUNTY AVENUE, SECAUCUS, NJ 07094

TECHNICAL SPECIFICATIONS

I. Schedule of Elevators

HYDRAULIC ELEVATOR PREVENTIVE MAINTENANCE

Locations: **NJ083-1 Elms 777-5th Street (2 elevators)**

Original Manufacturer: Canton Elevator, Inc.

Controller Name & Model: Virginia Controls, Inc. MH-3000

Controller Type: Duplex

Horsepower: 30 – Voltage:208

NJ083-5 Kroll Heights 700 County Avenue (2 elevators)

Original Manufacturer: Dover

Controller Name & Model: DMC

Controller Type: Duplex

Horsepower: 25 – Voltage: 220

II. Proposal for Maintenance and Service Contract For One (1) or Two (2) Year(s)

The Qualified Elevator Maintenance and Repair Service Contractor shall be required to provide the Housing Authority of the Town of Secaucus (hereafter called the SHA) with a one or two-year full maintenance and service coverage for the six (6) elevators listed above.

If awarded, the contract resulting from this Invitation to Bid shall be executed for a period of one (1) or two (2) years, from January 1, 2025 through December 31, 2025 subject to the availability of funds. The SHA reserves the right to extend the contract for one (1) additional 12-month period or one (1) year period, providing all rates and terms remain the same and both parties are in agreement. The commencement date shall be January 1, 2025.

1. SCOPE OF WORK

A. Under the Section as specified herein, SERVICE shall be available on a twenty-four hour (24 hr.) basis. The Contractor shall maintain a continuous telephone service where he can be reached twenty-four hours (24 hrs.) each day, seven (7) days each week, Sundays and Holidays included.

B. The Contractor shall at all times maintain the elevator machinery and equipment, as herein after described, in proper and safe operating condition, on the terms and conditions hereinafter set forth. This shall include but not be limited to repairing, replacing and lubricating such parts as are necessary or required on the automatic pushbutton passenger elevators listed above, and to make all service calls whenever necessary to keep the elevators in good working condition and to comply with all code requirements. The services rendered by the Contractor shall be performed by trained individuals directly employed and supervised by the Contractor.

C. Where repairs and/or replacement parts and/or equipment are required with respect to the elevators, the Contractor shall do whatever is necessary to restore and maintain such elevator in a safe operating condition. Repairs, replacements and maintenance to parts that have been replaced or repaired shall be done strictly in accordance with these specifications and as recommended by the elevator manufacturer.

D. After the award of this Contract, the bidder shall furnish to the Authority for approval, his maintenance checklist in a form suitable for completion and monthly submission to the Project Manager.

E. During the term of the contract, the Contractor shall be responsible for correcting all violations and complying with requirements of all applicable public agencies having jurisdiction of the Authority's elevators or the Authority's insurer provided that such violation shall not have been placed or requirement was not made prior to the date of acceptance of this agreement.

Requirements of public agencies shall include, but shall not be limited to, periodic testing, load testing, witnessing of tests and properly reporting same to the Department of Building and/or Code Enforcement and to the Authority, including correction of defects or otherwise unacceptable conditions by the Contractor. The Contractor shall provide engineering data, including wiring diagrams, to properly maintain and service the equipment and prove to the Authority and Code Enforcement Personnel that they conform with the specifications of the manufacturer and applicable codes.

F. It is the Scope of these specifications that the Contractor shall provide all insurance, labor, materials, transportation, equipment parts and necessary appurtenances to maintain, service and repair the four (4) elevators specified herein. The Contractor shall be responsible for making scheduled and emergency service calls and for providing as nearly uninterrupted elevator service as possible during the term of this

Contract. It is the Contractor's responsibility to maintain optimum efficiency and safety of the elevators by timely replacement of parts, which show excessive wear and to prevent failure.

G. In addition, the Contractor shall perform certain work on a routine basis as specifically stated herein.

H. During the normal course of Preventative Maintenance Work, the Contractor shall be responsible for maintaining all light fixtures, including bulb replacements in the elevator machine rooms, elevator pits, top and bottom of elevators, hallway and car floor indicator lamps, and elevator communication device.

I. **EMERGENCY CALLS** - All service and repairs in connection with this Contract shall be performed seven (7) days per week, three hundred sixty five (365) days per year, weekends and holidays. Emergency calls will be responded to within two (2) hours time after the Contractor or his answering service receives notification. If the equipment breaks down or if any emergency occurs, the Contractor shall upon receipt of such notification respond within two (2) hours to make the necessary repairs as specified herein. All other elevator outages at a property and reported to the Contractor by 9:00 a.m. shall be restored to service during that working day. The schedule shall be adhered to on every day of the week, at no extra charge except as specified in #10 (Overtime). In the event the Contractor does not meet this requirement, the Authority reserves the right to engage the services of others to make necessary repairs. The cost of such work shall be deducted from any payments due the Contractor. All requests for service at buildings with only one elevator shall be considered as emergencies, or when both elevators are in need of service.

2. MAINTENANCE

A. The Contractor shall maintain all elevator equipment as hereinafter specified on terms and conditions subsequently set forth, and shall provide all labor and materials necessary to keep the elevator equipment properly adjusted and maintained for correct, efficient and safe operation at all times. The Contractor shall use only qualified, trained and experienced technicians directly employed and supervised by him and shall use all reasonable care to maintain the elevators in proper and safe operating condition so as to satisfy all insurance inspections and Government safety codes.

B. The Contractor shall maintain the efficiency, safety and speeds specified and as designated by the manufacturer of the equipment at all times including acceleration, retardation, contract speed in feet per minute either with or without full load, floor-

to-floor time, and door opening and closing time. The Contractor must, upon request, provide engineering data, including wiring diagrams to prove they conform with the manufacturer's designated specification.

1. **DOOR PERFORMANCE**: In evaluating door performance, complete door opening and closing times will be used in addition to a determination that the doors open smoothly and close smoothly without slamming.

2. **LANDING PERFORMANCE**: Landing accuracy shall be plus or minus one fourth inch regardless of the number of passengers, up to car capacity.

3. **CONTRACT SPEED PERFORMANCE**: Contractor shall maintain contract speed at plus or minus five percent of that specified by the manufacturer.

C. The Contractor shall monthly and systematically examine, adjust, clean, lubricate, furnish lubricants as recommended by the manufacturer, and when conditions warrant, repair or replace machine, motor, generator and controller brake, pump, valves, microprocessor unit, garvac units, selector tapes, magnet coils, brake shoes, brushes, windings, commutators, bearings, windings and coils, contacts and relays, rotating elements, coil contacts, resistors and contractors magnet frames, packing, drive belts, strainers and mufflers, controllers, selectors, leveling devices, operating devices; above ground piping, electric eyes, main line fuses and other mechanical and electrical parts at no additional cost to the Authority. Contractor's regular servicing visits to the Authority shall be a minimum of once per month and spaced within thirty day intervals.

D. Contractor's personnel shall report to the SHA's Building's Maintenance Representative located at 777 Fifth Street, 600 County Avenue, and 700 County Avenue or as designated by the SHA and sign in prior to commencing work, and upon completion of work, a detailed written report of the work performed will be left with the SHA's Building's Maintenance Representative.

E. The Contractor shall keep the guide rails properly cleaned and lubricated at all times except where roller guides are used, and when necessary, renew, replace guide shoe gibs or guide rollers in order to assure smooth and quiet operation.

F. The Contractor shall examine all elevators monthly; clean, lubricate, adjust, and when conditions warrant, repair or replace all safety devices and governors including but not limited to inter locks and door closures; buffers; limit, landing slow-down switches; door protective devices; alarm bells, and equalize the tension on all hoisting ropes. The Contractor shall renew all wire ropes as often as necessary to maintain an

adequate factor of safety, and repair and/or replace conduits or cables as necessary.

G. The Contractor shall make all necessary electrical repairs of all rotating elements including the rewinding of the gearless machine armatures and the motor generator set armatures.

H. The Contractor shall monthly examine, clean, lubricate, adjust, and when necessary repair or replace the following accessory equipment: car and corridor operating stations, car and corridor hangers and treaches, door operating devices, all door gibs and car fans.

3. REPLACEMENT PARTS

A. The Contractor shall maintain a supply of genuine manufacturer's equipment and parts such as motors, brakes, control and selector parts, etc. Materials to be used are to be genuine parts manufactured by the company which originally furnished and installed the elevator. **NO SUBSTITUTIONS SHALL BE PERMITTED.**

4. SCHEDULED SERVICE EXAMINATIONS

A. During regularly scheduled service examinations as further noted in this specification, the Contractor regularly scheduled visits to perform work hereinafter described and shall also perform any additional maintenance work recommended by the equipment manufacturers. In the tabulation, which follow periodic checking, inspection and other responsibilities of the Contractor are set forth. All work must be recorded on preventive maintenance checklist and submitted to the Authority monthly:

1. CLEAN: The elevator machine including pump, valves and motor; control equipment including controller and the car and hoistway operating devices; safety equipment including interlocks and automatic door protective devices; door operator equipment including linkages, drive motor, speed reduction unit and elector-mechanical or motor operated cam devices. In addition, periodically brush down and vacuum the hoistway, divide beams, door hangers, cartop and bottom, door sills (beyond opening) and pit.

2. LUBRICATE: Roller guides, pumps motors, couplings and guide rails (where required), valve control equipment, interlocks, automatic door operation and its linkage parts. Lubricants and greases furnished under this agreement will conform to the manufacturer's recommended procedures.

3. ADJUST: Associated equipment and devices, including the following provided the adjustment can be performed by the Contractor as part of a normal examination:
 - a. Operating switches and relays on the following: controller, leveling devices, door operator system including door protective device, car and hall button operating stations, and in the hoistway and pit.
 - b. Mechanical and electro-mechanical devices (not requiring disassembly for adjustment) including pumps, pump motors, valves and valve operators, plunger packing glands, linkages, hangers, interlocks, pit equipment, cams and rollers, roller guides and guide shoes.
4. SCHEDULE: A schedule of work shall be provided by the Contractor to the Authority one week prior to start of work. Any overtime necessary to maintain this schedule shall be the responsibility of the Contractor and shall not entitle him to additional compensation.
5. INSPECT: All inspection and testing under this Contract shall be performed by or under the direct personal supervision of someone having technical knowledge and competence in the work satisfactory to the Authority and also having at least three (3) years experience in elevator inspection, installation or maintenance, satisfactory to the Authority.
6. NOTIFY: Housing Authority shall be notified twenty-four (24) hours in advance of any inspections/tests, in order to have the option of witnessing such inspections or tests.
7. DAMAGE: Any damage to Authority property, which occurs during the performance of testing as required by specification and manufacturer standards, is assumed by the Authority exempting:
 - a. Where the Contractor has not performed the required inspections in accordance with the Contract requirements.
 - b. Where the Contractor has improperly performed the required inspections and tests.
 - c. Where the resulting damages to property are directly due to the negligent acts or omissions or willful misconduct of the Contractor or its employees.

5. ADDITIONAL REQUIREMENTS OF THE CONTRACT

- A. Contractor shall furnish all labor, materials and equipment necessary to perform and shall perform periodic inspection and safety test required by ANSI A17.1-1987 Safety Code on any other state, local or federal safety codes for as amended on the date of performance for all elevators included in this Contract. Contractor shall prepare UCC Form F-310, properly filed with the Sub-Code Official Department of Buildings and shall send copies same to the Authority. Contractor shall specify test cost, if any, on the bid proposal form.
- B. In the event an elevator fails the inspection or safety test, Contractor shall correct the deficiencies and make re-inspection after corrections have been made at no added cost to the Authority.
- C. When tests are unsatisfactory, and when defects are found, the failures and defects shall be reported immediately to the SHA.
- D. Contractor shall perform his work so that no elevator shall be out of service for more than three hours and/or between the hours of 4:30 P.M. and 8:00 A.M., unless authorization in writing is issued by the SHA otherwise.
- E. Cars shall not be out of service on weekends (Saturday and Sunday) or holidays, unless authorization in writing is issued by the SHA otherwise.
- F. Contractor shall make entry in Elevator Log Book after each elevator test and service. Log Books shall be provided by the Contractor and shall be kept in the Machine Room and remain the property of the Authority.
- G. Contractor shall supply and post a suitable sign on the lobby door of each elevator, on each floor, when elevator is out of service and/or being worked on.
- H. After application of safeties, Contractor shall file any area of rail damaged as a result of this.
- I. A schedule of work shall be provided by the Contractor to the Property Manager at least one week prior to start of work. Any overtime necessary to maintain this schedule shall be the responsibility of the Contractor and shall not entitle the Contractor to additional compensation.
- J. All inspection and testing under this contract shall be performed by or under the

direct personal supervision of persons having technical knowledge and competence in the work, which shall be satisfactory to the Authority/Agency with jurisdiction, and having at least five (5) years experience in elevator inspection, installation or maintenance.

K. The Authority shall be notified within five (5) working days in advance of any inspections or tests, in order that it may have the option to witness such inspections or tests.

L. Any damage to Authority property, which occurs during the performance of testing as required by specification, is assumed by the Authority excepting:

1. Where the Contractor has not performed the required inspections in accordance with the Contract requirements; or
2. Where the Contractor has improperly performed the required inspections and tests; or
3. Where the resulting damages to property are directly due to the negligent acts or omissions to the Contractor or its employees.

6. INSPECTION CHECK LIST AND INTERVALS

In the tabulation which follows, periodic checking, inspection and other responsibilities of the Contractor are set forth.

TIME INTERVAL: SEMI - MONTHLY INSPECTION CHECKLIST DUE ON THE 5TH and 20TH OF EACH MONTH BY 4:00PM

Motor Room - Sweep and dust machine room. Blow out, brush or wipe motor windings, governor jaws, sheaves, and coils. Wipe dust off exposed surface, and off entire mechanism.

Motor and Motor Generator - Check lubrication. Check brushes and holders. Check commutators. Check rotor and armature clearance.

Brake - Check shoes and springs. Check pulley, fastenings. Check electrical connections and operation. Lubricate and check brake pins for proper fit. Check application of brake and clearance. Check and clean brake coils. Check brake coil insulation.

Hatch Door (Swing) - Check Rixson checks and top/bottom pivot hinges, and all other similar type devices. Check self-closing feature and proper clearances when door is

closed. Check interlock keeper.

Gear Box - Check oil level, check for oil leaks, check stuffing box, check lubrication, check gear for wear, check thrust bearing, check oil temperature, consistency of lubricant and for gear cutting flakes.

Sheave (Drive) - Check for groove wear, check for alignment, check for bearing wear, check bearing lubrication.

Governor - Check lubrication, check weights and springs for freedom of movement, check alignment of cable and sheave, check switch and contacts.

Control Panels and Selectors - Check contacts and carbons, check contacts for compression and timing, check overload relays, check for loose connections, check for frayed leads and check mechanical operations.

Car Doors, Care and Hoistway Door Safety Bar - Check distance of opening between car strike post and edge of door (Maximum 1 ½"). Check bumpers, check bottom guides and alignment, check car door threshold sills and sill mounted safety block, check and lubricate tracks and rollers, check removable guide shoes, check and adjust all car and hoistway door safety bar. Check bumpers for swing doors.

Car Door Operator - Check motor and lubrication, check chain and linkages for alignment and tension, check stop clearance, check retiring cam assembly.

Hall Buttons - Check plate screws, check bottoming of buttons and operations. Check floor indicator lights.

Signaling Devices - Check per signaling devices inside and outside lands.

Car Buttons/Floor Indicator - Check buttons, check plate screws, check emergency alarms, check stop switch, check key switches, check lights.

**TIME INTERVAL: MONTHLY INSPECTION CHECKLIST
DUE ON THE 5TH OF EACH MONTH BY 4:00PM**

Car Top - Clean top of car. Check light fixtures and bulbs.

Ropes, Hoist - Visual inspection for wear and broken wires. Inspect thimble rods and springs.

Ropes, Governor - Visual inspection for wear, broken wires and socket connections. Check cable alignment.

Pits - Sweep pits and remove all rubbish, trash, paper and other foreign matter. Check light fixtures and switches. Check pit stop switches.

Alarm Bells, Intercom Communication Device Phase I & II Operation - Check car, pit and exterior alarm bells, check car communication device. Check Phase I & II Operation and Maintain Log.

Traveling Cables - Check traveling cables for deterioration.

**TIME INTERVAL: SEMI-ANNUAL INSPECTION CHECKLIST
DUE SEPTEMBER 5TH BY 4:00PM AND MARCH 5TH BY 4:00PM OF THE
CALENDAR YEAR IN WHICH CONTRACT IS IN EFFECT.**

Safety Switch - Check electrical and mechanical operations.

Hatch Switches - Check rollers and arms, check for level stops, check stop switch (final). Check control switches and devices, check automatic slowdown devices and switches.

Interlock Switch And Locks - Check rollers, electrical operation and latches. Lubricate and clean switch and locks.

Car and Counterweight Roller Guides - Check adjustment and wear, check for tension, check for flats, check for springs.

Main Machine - Gauge sheave groove for wear. Record reading.

Governor Control Panel - Clean. Check and tighten all terminal connections.

Rope Hoist - Check tension and equalizer.

Traveling Cable - Check worn spots, tape and shellac. Check fastening at junction box.

Pits - Check buffers and counterweight clearance, check stop switch, check light fixtures and switches.

Car Safety - Check for free operation and lubricate, check safety tiller rope. Check safety plank switch.

Car - Tighten brace rods, nuts, bolts and screws, car top, cross head, platform and steady plates. Check panel reinforcement for proper stiffness. Check mirror and alarm bells. Check walls and floors for proper alignment. Check guide and cab shoe rollers.

Motor and M.G. - Check brushes, brush holders and commutators, check rotor and armature clearances.

Motor Room - Check fuses, ratings. Check knife switch and fuse clips. Check circuit breakers.

**TIME INTERVAL: ANNUAL INSPECTION CHECKLIST
DUE WITHIN 30 DAYS BY 4:00PM AFTER AWARD OF THIS CONTRACT.**

Brake - Clean brake cores and sleeves and lubricate as recommended by manufacturer. Clean brake coils. Check brake coil insulation.

Control Board - Check resistance tubes, check transformers, check rectifiers. Tighten all terminal lugs. Check overloads.

Limit Switches (Final) - Check car and counterweight for run-by clearance, check fastenings to rails, check contacts (they must open before buffers are fully compressed). The above check shall also be made whenever hoist cables are renewed, or shortened. When final limits are moved they shall be thru-bolted to rails.

Interlocks - Inspect all internal parts. Check door interlock keepers.

Iron Work - Check all shaft iron work with regard to rust and paint. Inspect hatch side of doors and bucks. Replace door/bucks/jam as needed.

Rails - Remove fuzz and clean rails, check bracket bolts, clean beams, check vanes and brackets.

Main Machine - Drain, wash and refill all motor sleeves, bearings and gear cases. Check gears for clearances and wear.

NOTE: The terms "check" or "inspect" in this list both mean clean, clear, repair, replace and adjust as is necessary and as applicable. Lubricate or replenish lubricant if necessary is self-explanatory.

All "Inspection Checklists" must be delivered at the specified times and dates to Property Managers at The Elms, 777 Fifth Street and 700 County Avenue or as otherwise directed by the SHA.

7. CODES

- A. All work done and material furnished shall be in strict accordance with all laws and with the latest rules and regulations of all Municipal and other governmental agencies having jurisdiction over such matters.
- B. The Contractor shall prepare and submit to such governmental agencies, for their approval all applications required by them, and shall obtain all necessary certificates of compliance issued by such agencies and deliver same to the Authority.

8. RECORDS

- A. The Contractor shall forward monthly, to the SHA Executive Director, copies of each of the following records:
 - 1. Records of service calls itemizing the nature of defect and repairs/service, identification by manufacturer and part number of repair parts used, time arrived, time completed, date of repair, and other pertinent information.
 - 2. The completed maintenance checklist. This check list is to be supplied by the Contractor and approved by the HACP. This list shall also include a written report detailing equipment, operation and maintenance deficiencies (if any), which are the Authority's responsibility and recommendations to correct same. The checklist shall certify that the preventative maintenance services were performed.
 - 3. The service person shall log in as directed by the Property Manager on each visit under the terms of the Contract and supply the Manager with a copy of the completed work ticket and notify the Authority that the car is back in service prior to leaving the site but no later than **9:00 a.m.** the following day, when Authority staff is not available.
 - 4. On all calls after hours, on weekends and legal holidays, the Contractor shall be required to leave a copy of work tickets at the project location as specified by Property Manager.

9. ELEVATOR FAILURE CAUSED BY WATER, FIRE, EXPLOSION OR VANDALISM

In the event elevators become inoperable because of water, fire, explosion, or vandalism, resulting from causes other than the Contractor's failure to properly service equipment, the Contractor shall replace or repair the damaged equipment, and shall be compensated for this as Extra Work. For all material used for this Extra Work the

Contractor shall be paid the actual cost of material based on a certified paid bill from the manufacturer, plus 15% of said cost for overhead, profit and all other costs. Labor will be paid based on the rate schedule outlined in Section 18. When the total charge for this work, if any is less than \$100.00, the Contractor may do the work without prior authorization. When the cost is over \$100.00, the Contractor must obtain prior authorization from the HACP or his representative to do said work. Failure to comply with this directive will result in non-payment by the Authority.

On each order for Extra Work, as indicated above, travel time shall be allowed after normal working hours, Monday through Friday, and on Saturday, Sunday and legal holidays, except where Contractor is on the site when the order for such Extra Work is given. Under this condition, no travel time shall be allowed.

Where travel time is allowed, it shall be for actual travel time up to a Maximum of one hour for any travel involved, regardless of distance traveled for any one visit to a project.

10. OVERTIME

For all work performed, pursuant to specific directions of the Authority, which are not covered by the Contract, the Contractor shall be paid regular or overtime labor rates as applicable and as established in Section 18 of this Contract. Overtime shall be limited to time worked other than normal working hours for the trade in questions.

11. CLEANING UP

All equipment removed shall become the property of the Contractor, and he shall remove same from the premises and legally dispose of it. Work site shall be left in a broom clean condition.

12. INSPECTION

All work performed under this Contract shall be subject to inspection by an Authority Inspector. If defects in material or workmanship are found, Contractor shall be required to replace such defect at no additional cost to the Authority, within thirty (30) days of receipt of notification.

13. PROTECTION OF THE AUTHORITY'S PROPERTY

Contractor shall conduct his work in such manner, and take such precautions as are required, to avoid damage to any of the Authority's property. Any equipment furnished under this Contract, and any property of the Authority damaged by the Contractor or his employees, shall be restored to its original condition or replace without cost to the Authority.

14. AUTHORITY'S RESPONSIBILITIES

A. The following items are not responsibility of Contractor. They will be done by the Authority.

1. Cleaning inside of interior of elevator cars, except as otherwise specified.
2. Keeping the pits free from water.

15. ACCESS TO ELEVATOR EQUIPMENT

Contractor shall contact the Building Staff who will give him access to all elevator equipment. Keys will be issued for the Senior Citizen Buildings. Contractor shall return all issued keys to the Property Manager, upon completion of the contract.

16. ADDITIONAL WORK

- A. Five (5) Year Load Test will be required.
- B. When making your bid and performing your pre-bid inspection please note your responsibility for replacing rollers, ropes (cables) and sheaves if the necessity arises or if the Elevator Inspector and/or Engineering Consultant deems it necessary.
- C. The elevators are being presented for service "as is" and the Authority shall not entertain any request from the Contractor for additional compensation for items, which are covered by these specifications. Such items shall be covered in the Contractor's proposal.

17. FAILURE TO COMPLY

Should the Authority discover that performance standards are not being maintained in the line with the original design, in accordance with these Specifications, Local or State Codes, or violates any of the provisions hereof, the Authority may, upon two days prior notice in writing to the Contractor, engage the services of others to perform all work necessary to bring the equipment up to good operating standards. The cost of this work shall be at the Contractor's expense.

The Authority may, by written notice to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to: perform the service covered by the specifications in the manner required herein or to maintain a supply of spare parts as required under Section 4; replace parts; or to make repairs because of inability to have necessary spare parts, materials and equipment within 48 hours, or if the Contractor does not cure such failure within a period of five days after receipt of notice from the

Authority specifying such failure. In the event the Authority terminates this Contract in whole or in part as provided herein, it may procure in such manner as seems appropriate, a supplier or services similar to those so terminated and the Contractor shall be liable for any excess cost for such similar supplies or services. However, the Contractor shall continue the performance of the Contract to the extent not terminated under the provisions of this clause.

18. BID FORM

Elevator Service and Maintenance

The undersigned proposes to perform the maintenance services as per the specifications dated January 1, 2025 for a one and/or two year period at the following costs:

Monthly Maintenance \$ _____ x 12 = \$ _____ (Total Year 1 cost for maintenance)

(_____)
(in words-please print Year 1)

Monthly Maintenance \$ _____ x 12 = \$ _____ (Total Year 2 cost for maintenance)

(_____)
(in words-please print Year 2)

Whenever Contractor is authorized to perform work not covered by this Contract and as described in Section 10 of the Specifications, labor will be based on hourly rates unless otherwise specified for the classification of labor employed in doing such work. Hourly rates should include all applicable charges; the SHA does not pay travel time to and from the repair site. Also, the SHA shall not be responsible for the reimbursement of any costs not specifically set forth in the firm's proposal.

Year 1:

Regular time (8:30 am to 4:00pm)

Mechanic Rate = _____

Helper Rate = _____

Holiday

Mechanic Rate = _____

Helper Rate = _____

Overtime

Mechanic Rate = _____

Helper Rate = _____

Year 2:

Regular time (8:30 am to 4:00pm)

Mechanic Rate = _____

Helper Rate = _____

Overtime

Mechanic Rate = _____

Helper Rate = _____

Holiday

Mechanic Rate = _____

Helper Rate = _____

Materials are to be furnished by the Contractor when needed and/or requested by the SHA and shall be at Contractor's actual cost plus % (not to exceed 10%).

COMPANY NAME _____

Federal ID# _____

Address _____

Signature of Authorized Agent / Title _____

Print or Type Name _____ **Date** _____

Phone Number _____ **Fax Number** _____

Email Address _____

CURRENT CLIENT REFERENCES

1. Company _____
Address _____
City, St, Zip _____
Phone/E-Mail _____
Contract Name/Title _____
Type of Contract _____

2. Company _____
Address _____
City, St, Zip _____
Phone/E-Mail _____
Contract Name/Title _____
Type of Contract _____

3. Company _____
Address _____
City, St, Zip _____
Phone/E-Mail _____
Contract Name/Title _____
Type of Contract _____

4. Company _____
Address _____
City, St, Zip _____
Phone/E-Mail _____
Contract Name/Title _____
Type of Contract _____

5. Company _____
Address _____
City, St, Zip _____
Phone/E-Mail _____
Contract Name/Title _____
Type of Contract _____

Bidder's Company Name _____
Legal Structure (Corp./Partners/Proprietor) _____
Principle Office Address _____
City, State, Zip _____
Telephone Number/E-Malls _____
Federal Employer ID # _____
Title of Person Authorized to Sign _____
Print Name of Person Authorized to Sign _____
Date Signed and Authorized Signature _____

STANDARD PROPOSAL DOCUMENT REFERENCE	
Name of Form	BUSINESS REGISTRATION CERTIFICATE
Statutory Reference	N.J.S.A 52:32-44 (P.L. 2004, c.57)
Instructions Reference	Statutory and Other Requirements VII-D
Description	Contractor must provide State Division of Revenue issued Business Registration Certificate with proposal submission

Detailed information on this requirement is found in the Division of Local Government Service Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division website at <http://www.state.nj.us/dca/divisions/dlgs/programs/lpcl.html#1>

(see attached information)

Registering A Business with the New Jersey Department of the Treasury

Business organizations or individuals doing business in New Jersey are required to register with the Department of the Treasury, Division of Revenue. Registration is free and is a one-time action – there are no fees to register. However, you should update your contact and tax eligibility information as needed. Registration is required to conduct most business with any state, county, municipal, local board of education, charter school, county college, authority, or state college or university. The contracting agency may be required to have a copy of the “proof of registration certificate” submitted as part of a public bid or prior to issuing a purchase order.

To register: Businesses must complete Form NJ-REG and submit it to the Division of Revenue. The form can be filed form online or by mailing a paper form to the Division. Online filing is strongly encouraged.

- Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm.
- Call the Division at 609-292-1730 to have a form mailed to you.
- Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Note: If you operate a corporation, limited partnership, limited liability company or limited liability partnership, before registering, you must obtain legal authority to operate in the State of New Jersey. Generally, this is accomplished by filing an original business certificate with the Division of Revenue, such as a Certificate of Incorporation or Formation. For more information on this subject, visit www.nj.gov/treasury/revenue/filecerts.htm, or call 609-292-9292.

Registering as an individual: There is a simplified registration process for individuals doing business with any New Jersey government agency. The form (NJ-REG-A) may be on the back of this form. If not, it can be downloaded from the web at www.nj.gov/treasury/revenue/pdforms/regapdf. To obtain a copy by mail, call 609-292-1730, or write to the Division at the Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Questions about the registration process? Call 609-292-1730 or submit by e-mail at www.nj.gov/treasury/revenue/revcontact.html.

How do I receive the proof of registration certificate?

- **New registrants.** When completing Form NJ-REG, make sure you answer “Yes” to the contractor/sub-contractor question (Online - Item 17; Paper Form - Item 18). The Division of Revenue will mail the certificate to the mailing address you supply on your registration form.
- **Previously Registered Businesses.** Call 609-292-1730 and select option 3. The Division of Revenue’s service agents will take your order and mail you a certificate. Please allow 7 to 10 working days to receive your certificate. Alternately, you may visit the Division’s Client Registration Bureau in person and request a certificate. The address is 847 Roebbling Avenue, Trenton, NJ 08611. Service desk hours are 8:30am to 4pm, weekdays, excluding holidays.

What information does the proof of registration contain? The certificate displays the following information: Business Name, Trade Name (If Applicable), Tax Payer ID (Usually the Employer Identification Number), Business Address, Contractor Certification Number (State Issued), Certification Issuance Date, Effective Date (Business Start Date Entered on Form NJ-REG).

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 352 TRENTON NJ 08646-0352
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-3827500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FOR OFFICE USE ONLY: 280.4101.4112823533		

John S. Tully
Director

THIS CERTIFICATE IS NOT VALID UNLESS IT IS REGISTERED WITH THE STATE OF NEW JERSEY. IT IS VOID IF THE REGISTERED ADDRESS IS NOT THE ADDRESS OF THE TAXPAYER.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
	280.4101.4112823533

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant

Date

Signature of Authorized Certifying Official

Title

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and State of _____ of
full age, being duly sworn according to law on my oath depose and say that:

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

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

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

Subscribed and sworn to before me this day _____ 2012

Signature

(Type or print name of affiant under signature)

Notary public of _____

My Commission expires _____

(Seal)

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

Name of Business _____

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

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: _____ Name: _____
Home Address: _____ Home Address: _____

Name: _____ Name: _____
Home Address: _____ Home Address: _____

Subscribed and sworn before me this ___ day of _____, 20__.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)
(Corporate Seal)

**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:

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]