

PLEASE CHECK OFF ONE OF THE FOLLOWING RESPONSES AND FAX BACK THIS PAGE ONLY TO 201-547-6648 PRIOR TO THE SCHEDULED BID OPENING DATE AND TIME. TDD # 201-706-4695

IF YOU ARE NOT SUBMITTING A BID, PLEASE DISCARD THE PACKAGE.

DO NOT RETURN IT

BID ACKNOWLEDGMENT

TITLE OF BID/PROPOSAL: FURNISHING & DELIVERY OF HOT WATER HEATERS “AS NEEDED” FOR VARIOUS JCHA DEVELOPMENTS, FOR A PERIOD OF ONE (1) YEAR WITH OPTION FOR AN ADDITIONAL ONE (1) YEAR

FIRM NAME: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

____ YES, WILL BE SUBMITTING A PROPOSAL BY: **Wednesday, July 24, 2024 @ 11:00 A.M.**

____ NO, NOT INTERESTED

REASON _____

HOW DID YOU HEAR ABOUT THIS BID?

Jersey Journal: _____

Star Ledger _____

Trade Newspaper: _____

Internet: _____

Mailing List _____

Other: _____

IMPORTANT INFORMATION REGARDING BID SUBMITTAL

PLEASE MAKE SURE THAT YOUR BID PACKAGE ENVELOPE IS CLEARLY MARKED WITH THE INFORMATION PROVIDED BELOW WHEN YOU SUBMIT YOUR BID TO THE J.C.H.A.

BID: FURNISHING & DELIVERY OF HOT WATER HEATERS “AS NEEDED” FOR VARIOUS JCHA DEVELOPMENTS, FOR A PERIOD OF ONE (1) YEAR WITH OPTION FOR AN ADDITIONAL ONE (1) YEAR

BID OPENING DATE: WEDNESDAY, JULY 24, 2024 @ 11:00 A.M.

ALL BID OPENINGS WILL BE HELD VIA VIDEO TELE-CONFERENCE OR DIAL-IN OPTIONS ONLY. TO PARTICIPATE, PLEASE VISIT OUR WEBSITE WWW.JERSEYCITYHA.ORG FOR ADDITIONAL INSTRUCTIONS.

*****PLEASE ENSURE TO VISIT OUR WEBSITE SEVEN (7) DAYS PRIOR TO THE DUE DATE OF THE BIDS & RFPS YOU WISH TO PARTICIPATE IN, FOR ANY NOTICE OF CHANGE/ADDENDA BEFORE SUBMITTING YOUR BID OR RFP PACKAGE*****

Bids should be mailed or dropped off at our office located at 400 U.S. Highway #1, Marion Garden, Bldg. #7, Jersey City, New Jersey 07306. For directions or for GPS, use 406 Sip Avenue which will bring you to the Marion Gardens entrance. Please follow the green sign on the building for administrative office.

No late bids will be accepted.

JERSEY CITY HOUSING AUTHORITY

IMPORTANT ... PLEASE READ

**ACCORDING TO THE NJ LOCAL PUBLIC CONTRACTS LAW N.J.S.A 40A-11-23.2 PRIOR TO BEING AWARDED A CONTRACT ALL VENDORS MUST PRODUCE A COPY OF THEIR "STATE OF NJ BUSINESS REGISTRATION CERTIFICATE" IN ORDER TO BE CONSIDERED FOR AWARD. THIS IS A MANDATORY DOCUMENT AND FAILURE TO INCLUDE IT WILL RESULT IN DISQUALIFICATION OF THE BID.
THERE ARE NO EXCEPTIONS.**

(SEE ATTACHED SHEETS FOR SAMPLES AND INSTRUCTIONS)

**BID BOND IS NO LONGER REQUIRED WHEN
BIDDING ON THIS BID**

VENDORS SUBMITTING "OR EQUAL" PRODUCTS MUST STATE THE BRAND NAME ON THE BID SHEET. FAILURE TO ADHERE CAN RESULT IN DISQUALIFICATION

PURSUANT TO THE REQUIREMENTS OF N.J.S.A. 40A:11-18 ONLY MANUFACTURED PRODUCTS OF THE UNITED STATES OF AMERICA WHERE AVAILABLE, SHALL BE SUPPLIED IN CONNECTION WITH THIS CONTRACT/BID

THE FOLLOWING BIDDING DOCUMENTS ARE ENCLOSED:

PAGE

INSERT	INVITATION FOR BID	TO BE REVIEWED
INSERT		
HUD-5370-C Sect 1 & 2?	OREPRESENTATION, CERTIFICATIONS AND OTHER STATEMENT OF BIDDERS	TO BE REVIEWED
1 & 2	BID PAGE	COMPLETE & SUBMIT
INSERT INSERT	PRICE ON PAGE (S) BS: 6 BID SPECIFICATION SHEETS	COMPLETE & SUBMIT
3	AFFIDAVIT OF NON-COLLUSIVE	COMPLETE & SUBMIT
4	PARENT COMPANY & EMPLOYER'S IDENTIFICATION NUMBER	COMPLETE & SUBMIT
5	AFFIDAVIT OF OWNERSHIP	COMPLETE & SUBMIT
6 - 9	BIDDER'S QUALIFICATIONS	COMPLETE & SUBMIT
10	AFFIDAVIT FOR MINORITY BUSINESS ENTERPRISE	COMPLETE & SUBMIT
11	MINORITY BUSINESS ENTERPRISE CERTIFICATION	COMPLETE & SUBMIT
12	STATEMENT OF COMPLIANCE	COMPLETE & SUBMIT

13 – 18	INSTRUCTION TO BIDDERS	TO BE REVIEWED
19	DEPT. OF HOUSING & URBAN DEVELOPMENT DIRECTIVE	COMPLETE & SUBMIT
20 – 22	SPECIAL CONDITIONS	TO BE REVIEWED
23	LIQUIDATED DAMAGES	TO BE REVIEWED
24	AFFIRMATIVE ACTION AFFIDAVIT	COMPLETE & SUBMIT
ADD DELIVERY INSTRUCTIONS IF APPLICABLE		

ALL DOCUMENTS ARE TO BE COMPLETED BEFORE PUBLIC BID OPENING.
PLEASE PAY SPECIAL ATTENTION TO THOSE PAGES WHICH MUST BE FILLED IN.
PLEASE SUBMIT A COMPLETE PACKAGE.

HOUSING AUTHORITY OF THE CITY OF JERSEY CITY
400 U.S. HIGHWAY #1, MARION GARDENS, BLDG. #7
JERSEY CITY, NEW JERSEY 07306
ATTENTION: MR. KENNETH PINNOCK, JR. - PURCHASING AGENT

MONDAY THROUGH FRIDAY
8:30 A.M. - 4:30 P.M.

NO LATE BIDS, FAXED OR PHOTOCOPIED DOCUMENTS WILL BE ACCEPTED.

PLEASE SUBMIT A COPY OF YOUR COMPANY'S BUSINESS REGISTRATION
CERTIFICATE (BRC) IN THE BID PACKAGE. A BUSINESS REGISTRATION
CERTIFICATE IS REQUIRED PRIOR TO THE AWARD OF A CONTRACT.

INVITATION FOR BID

The Housing Authority of the City of Jersey City (hereinafter called the Authority) will receive sealed bids for the following:

**Public Bid Opening: Fire Alarm Inspection, Maintenance & Repair For Various JCHA Developments, For A Period Of Two (2) Years With Option For An Additional Two (2) Years
Bid Opening Date: Wednesday, July 24, 2024 @ 11:00 A.M.**

**Public Bid Opening: Furnishing & Delivery Of Hot Water Heaters For Various JCHA Developments, For A Period Of One (1) Year With Option For An Additional One (1) Year
Bid Opening Date: Wednesday, July 24, 2024 @ 11:00 A.M.**

Bids should be mailed or dropped off at our office located at 400 U.S. Highway #1, Marion Garden, Bldg. #7, Jersey City, New Jersey 07306. For directions or for GPS, use 406 Sip Avenue which will bring you to the Marion Gardens entrance. Please follow the green sign on the building for the administrative office.
No late bids will be accepted.

ALL BID OPENINGS WILL BE HELD VIA VIDEO TELE-CONFERENCE OR DIAL-IN OPTIONS ONLY. TO PARTICIPATE, PLEASE VISIT OUR WEBSITE WWW.JERSEYCITYHA.ORG FOR ADDITIONAL INSTRUCTIONS.

*****PLEASE ENSURE TO VISIT OUR WEBSITE SEVEN (7) DAYS PRIOR TO THE DUE DATE OF THE BIDS & RFPs THAT YOU WISH TO PARTICIPATE IN, FOR ANY NOTICE OF CHANGE/ADDENDA BEFORE SUBMITTING YOUR BID OR RFP PACKAGE*****

Bids or RFP documents may be obtained from our website www.jerseycityha.org by clicking on the **Doing Business With Us** tab, then clicking the **BID/RFP** title to download a copy of the bid package. Any questions can be emailed to purchasing@jcha.us or faxed to the Purchasing Department at 201-547-6648 between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday, (excluding holidays). TDD # 201-706-4695

The Authority reserves the right to reject any or all bids and to waive any informality in bidding.

Bids will be awarded only to the corporation or other entity under whose name qualifications, and other documentation are submitted. Corporate affiliates, subsidiaries or parent corporation or related entities are not automatically qualified.

Firms choosing to submit their bids via the "United States" mail are required to have said mail delivered prior to appointed bid opening time. Proper consideration must be given to allowing for weekends and holidays.

The Authority will only accept original and originally executed bidding documents (including but not limit to the Bid, Affidavits, Qualification Questionnaire, Statement of Ownership, Statement of Compliance, HUD Directive, and Affirmative Action).

Prior to being awarded a contract the vendor must supply a copy of the organization's "Business Registration Certificate" issued by the Division of Revenue.

Photocopies and/or faxed copies of such documents will not be accepted in lieu of originals.

All bids must be enclosed in properly sealed envelope bearing on the outside the name of the bidder and the title of the bid contained therein.

The provision of Affirmative Action Program (AAP) are incorporated herein. Full requirements of the program may be obtained with the bid documents.

No bid shall be withdrawn for a period of sixty (60) days subsequent to the date of the bid without the consent of the Authority. Schedule of withdrawal and administrative charges are included with the bid documents.

Equal Employment Opportunity Employer for Minority/Women/Veterans/Handicapped Persons.

By: **Kenneth Pinnock**
Kenneth Pinnock Jr.
Deputy Executive Director &
Director of Procurement, Contracts & Risk Management

Digitally signed by Kenneth Pinnock
DN: cn=Kenneth Pinnock, o=JCHA, ou=Procurement and
Contracts Administration, email=kpinnock@jcha.us, c=US
Date: 2024.06.17 15:37:52 -04'00'

For:

Stephen Cea
Executive Director

REF# PB 2024 #14

PUBLICATION DATES: Thursday & Friday, June 27th, and 28th, 2024

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, *except for disputes arising under clauses contained in Section III, Labor Standards Provisions*, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (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 this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the 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 Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

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

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

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of

recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

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

PUBLIC BID OPENING: FURNISHING & DELIVERY OF HOT WATER HEATERS “AS NEEDED” FOR VARIOUS JCHA DEVELOPMENTS, FOR A PERIOD OF ONE (1) YEAR WITH OPTION FOR AN ADDITIONAL ONE (1) YEAR

THE HOUSING AUTHORITY OF THE CITY OF JERSEY CITY
400 U.S. HIGHWAY #1, MARION GARDENS, BLDG. #7
JERSEY CITY, NEW JERSEY 07306
ATTN: PURCHASING DEPARTMENT
(201) 706-4721 TDD # (201) 706-4695

GENTLEMEN:

1. The undersigned, having familiarized _____

_____ (himself)

_____ (themselves)

with the local conditions affecting the cost of the work, and with the specifications (including Invitation for bid, Instruction to Bidders, this bid, the form of Non-Collusive Affidavit, the form of Statement of Bidder’s Experience, the form of Contract, the General Conditions, the Special Conditions, the General Scope of Work, the Technical Specifications and Drawings) and Addenda, if any thereto, as prepared by and on file at the HOUSING AUTHORITY OF THE CITY OF JERSEY CITY, 400 U.S. HIGHWAY #1, (MARION GARDENS), BLDG. #7, JERSEY CITY, NEW JERSEY 07306 hereby proposes to furnish all labor, material, equipment and services required to construct and complete **FURNISHING & DELIVERY OF HOT WATER HEATERS “AS NEEDED” FOR VARIOUS JCHA DEVELOPMENTS, FOR A PERIOD OF ONE (1) YEAR WITH OPTION FOR AN ADDITIONAL ONE (1) YEAR** all in accordance therewith, for the sum of

_____ Dollars (\$ _____).

INSERT PRICE ON PAGE: BID SHEET

BASIS OF AWARD: LUMP SUM

2. In submitting this bid it is understood that the right is reserved by the HOUSING AUTHORITY OF THE CITY OF JERSEY CITY TO REJECT ANY AND ALL BIDS. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and honor the contract or purchase order mailed.

3. Attached hereto us an affidavit of proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting or proposals for the contract for which this proposal is submitted. Also attached is a Statement of Bidder's Experience.

_____	_____
Date	Name of Company

Address	

City, State & Zip Code	

Telephone Number	

Fax Number	

Contact Person	

E-Mail Address	

Specifications and/or bid sheets to follow this section.

**SPECIFICATIONS FOR THE FURNISHING & DELIVERY OF
HOT WATER HEATERS FOR VARIOUS JCHA
DEVELOPMENTS, FOR A PERIOD OF ONE (1) YEAR WITH
OPTION FOR AN ADDITIONAL ONE (1) YEAR**

JCHA

BASIS OF AWARD

Contract shall be awarded based upon acceptance of the terms and conditions of this contract and in accordance with the attached bid sheet. The contract shall be awarded to the responsible bidder, who in full compliance and accordance with these specifications bids the lowest dollar price for the items mentioned in these specifications. Basis of award shall be made on a "**Lump Sum**" basis.

TERM OF CONTRACT

This contract shall be in effect for a period of one (1) year from the Notice to Proceed, unless otherwise terminated.

TERM OPTION CLAUSE

The JCHA reserves the right to exercise its option, with the mutual consent of the parties to this Contract, to extend this Contract, for an additional one (1) year, maximum contract period two (2) years, provided that the firm or individual agrees under the same terms and conditions enumerated in this Contract.

TERMINATIONS

Termination for Convenience:

The JCHA may terminate a contract, in whole, or in part, without showing cause, upon giving written notice to the Contractor. The JCHA shall pay all reasonable costs incurred by the Contractor up to the date of termination. The Contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.

**SPECIFICATIONS FOR THE FURNISHING & DELIVERY OF
HOT WATER HEATERS FOR VARIOUS JCHA
DEVELOPMENTS, FOR A PERIOD OF ONE (1) YEAR WITH
OPTION FOR AN ADDITIONAL ONE (1) YEAR**

JCHA

Termination for Default:

The JCHA shall have the right, upon occurrence of default, without providing notice to the Contractor: 1) In addition to other available rights and remedies, to terminate this Agreement immediately, in whole or in part; 2) To suspend the Contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

Upon termination of this Agreement for default, the JCHA may pay the Contractor for services provided up to the date of termination set forth in the notice, less the amount of damages caused by the default, all as determined by the JCHA in its sole discretion. If the damages exceed the undisbursed sum(s) available for compensation, the JCHA shall not be obligated to make any other further disbursements hereunder.

JCHA LOCATIONS:

Amp 2	Marion Gardens 9 Dales Avenue
Amp 3	Booker T. Washington Apts./Annex 200 Colden Street
Amp 4	Hudson Gardens 514 Newark Avenue
Amp 5	Holland Gardens 214 – 16 th Street
Amp 8	Curries Woods 15 Old Bergen Road
Amp 9	Berry Gardens 199 Ocean Avenue

**SPECIFICATIONS FOR THE FURNISHING & DELIVERY OF
HOT WATER HEATERS FOR VARIOUS JCHA
DEVELOPMENTS, FOR A PERIOD OF ONE (1) YEAR WITH
OPTION FOR AN ADDITIONAL ONE (1) YEAR**

JCHA

Amp 16 Thomas J. Stewart Apts.
88-92 Erie Street

Arlington Gardens (includes 254 Bergen/Dwight St.)
315 Randolph Ave.

Marion Gardens (Admin. Office)
420 US Hwy. 1&9

WORK WEEK

The Authority's regular workweek is from Monday through Friday. The hours of work are from 8:30 a.m. to 3:00 p.m. No deliveries shall be made between the hours of 12:00pm to 1:00pm. The Contractor shall conform to this schedule unless permission is given by the JCHA to deviate from this schedule, i.e., evenings, weekends, and/or holidays.

The JCHA reserves the right to reject an order being delivered after 3:00pm.

LIST OF JCHA HOLIDAYS

- NEW YEAR'S DAY
- MARTIN LUTHER KING'S BIRTHDAY
- WASHINGTON'S BIRTHDAY
- GOOD FRIDAY
- MEMORIAL DAY
- JUNETEENTH
- INDEPENDENCE DAY
- LABOR DAY
- COLUMBUS DAY
- ELECTION DAY (GENERAL)
- VETERAN'S DAY
- THANKSGIVING DAY + FRIDAY AFTER
- CHRISTMAS DAY

JERSEY CITY HOUSING AUTHORITY

****BID SHEET****

YEAR 1

MATERIALS REQUIRED			BID PRICE				"OR EQUAL"	
Bid Item #	JCHA Parts Catalog No.	Description	Unit of Measure	Minimum Required	Maximum Required	Unit Price	Extension	Specification By Vendor
1		A.O. SMITH 40 GALLON NATURAL GAS HOT WATER HEATER (SHORT ATMOSPHERIC MODEL GCBL40)		0	20			
2		A.O. SMITH 40 GALLON NATURAL GAS HOT WATER HEATER (TALL ATMOSPHERIC MODEL GCB40)		0	20			
3		A.O.SMITH 40 GALLON POWER VENT NATURAL GAS HOT WATER HEATER MODEL #AOGPVL40		0	10			
<p>ORDER QUANTITIES - MINIMUM 5 WATER HEATERS</p> <p>DELIVERY: MUST BE WITHIN 30 DAYS Contact Al Cenzano prior to delivery at 201 706 4621</p> <p>TWO DELIVERY LOCATIONS: Curries Woods - ITEM 3 ONLY 15 Old Bergen Road (Maintenance Shop) Jersey City, NJ</p> <p>Arlington Gardens 315 Randolph Ave., (Bldg. #5, Maintenance Shop), Jersey City, NJ</p>								

JERSEY CITY HOUSING AUTHORITY

****BID SHEET****

YEAR 2

MATERIALS REQUIRED			BID PRICE				"OR EQUAL"	
Bid Item #	JCHA Parts Catalog No.	Description	Unit of Measure	Minimum Required	Maximum Required	Unit Price	Extension	Specification By Vendor
1		A.O. SMITH 40 GALLON NATURAL GAS HOT WATER HEATER (SHORT ATMOSPHERIC MODEL GCB40)		0	15			
2		A.O. SMITH 40 GALLON NATURAL GAS HOT WATER HEATER (TALL ATMOSPHERIC MODEL GCB40)		0	15			
3		A.O.SMITH 40 GALLON POWER VENT NATURAL GAS HOT WATER HEATER MODEL #AOGPVL40		0	20			
<p>ORDER QUANTITIES - MINIMUM 5 WATER HEATERS</p> <p>DELIVERY: MUST BE WITHIN 30 DAYS Contact Al Cenzano prior to delivery at 201 706 4621</p> <p>TWO DELIVERY LOCATIONS: Curries Woods - ITEM 3 ONLY 15 Old Bergen Road (Maintenance Shop) Jersey City, NJ</p> <p>Arlington Gardens 315 Randolph Ave., (Bldg. #5, Maintenance Shop), Jersey City, NJ</p>								

Form of Non-Collusive Affidavit

AFFIDAVIT
(Prime Bidder)

State of _____)

County of _____)

_____, Being first duly sworn, deposes and says:

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

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or any bidder, or to fix any overhead, profit or cost element of said price, or (that of any other bidder), or to secure any advantage against the HOUSING AUTHORITY OF THE CITY OF JERSEY CITY or any person interested in the proposed contract and that all statements in said proposal or bid are true.

Signature of : _____
Bidder, if the bidder is an individual:

Signature of : _____
Partner, if the bidder is a partnership;

Signature of : _____
Officer, if the bidder is a corporation;

Subscribed and sworn before me:

this _____ day of _____, 20 _____.

My commission expires: _____

(Signature of Notary Public)

PARENT COMPANY AND EMPLOYER IDENTIFICATION NUMBER

Each bidder shall furnish the following information by filling the appropriate blocks:

(a) Is the bidder owned or controlled by a parent company as described below?

Yes { } No { }

(For the purpose of this bid, a parent company is defined as one which either owns or controls the activities and basic business policies of the bidder. To own another company means the parent company must own at least a majority (fifty percent (50%) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the bidder, such other company is considered the parent company of the bidder. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise).

(b) If the answer to (a) above is "YES" bidder shall insert in the space below the name and main office address of the parent company.

NAME

ADDRESS

(c) Bidder shall insert in the applicable space below, if he/she has no parent company, his/her own employer's identification number (E.I. No.) (Federal Social Security Number or Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941), or, of the parent company.

Bidder's E.I. No. _____

Parent Company's E/I/ No. _____

AFFIDAVIT PROOF OF OWNERSHIP

STATE OF NEW JERSEY

N.J.S.A. 52:25-24.2

All bidders are required to comply with the provisions of N.J.S.A. 52:25-24.2, which provides as follows:

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work of the furnishing of any material or supplies, the cost of which is to be paid with or out of public funds, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addressees of all stockholders in the corporation or partnership who own a 10% or more of its stock, of any class or of all individual partners in the partnership who own 10% or greater interest therein, as the case may be. If one or more such stockholders or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partner owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

TO: THE HOUSING AUTHORITY OF THE CITY OF JERSEY CITY

NAME OF BIDDER: _____

ADDRESS: _____

The above firm states that the following is a complete listing of stockholders/individual partners who own ten percent (10%) or more interest in the above named firm.

NAME	ADDRESS	SOCIAL SECURITY # (LAST FOUR DIGITS)	% OF STOCK OR INTEREST
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Subscribed and sworn to before me:
this _____ day of _____, 20 _____.

My commission expires _____

(Signature of Notary Public)

BIDDER'S QUALIFICATIONS

NOTE: All questions must be answered and the data given must be clear and comprehensive.
This statement must be notarized.

1. Name of Bidder _____

2. Permanent main office address and telephone number _____

3. When organized? _____

4. Where incorporated? _____

5. How many years have you been engaged in the business under your present firm name?

6. Current contracts on hand.

<u>Name</u>	<u>Gross Amount</u>	<u>Completion Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. Credit available for this contract. \$ _____.

8. In compliance with Chapter 33 of New Jersey Public Laws of 1977, the undersigned states that the following is a complete listing of stockholders/partners who own ten percent (10%) or more interest of the company.

<u>Name</u>	(Last 4-Digits) <u>Soc. Sec. #</u>	<u>Address</u>	<u>%</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

9. Background experience of the principal members of personnel, including the officers:

10. We normally perform _____ % of the work with our own forces. General character of work performed by our company.

11. Have you ever refused to sign a contract? Yes { } No { }

Explain: _____

12. Have you ever failed to complete work awarded to you. Yes { } No { }

Explain: _____

13. Have you ever defaulted on a contract? Yes { } No { }

Explain: _____

14. Have you or any principal owner of the bidder been subject of an investigation by any Federal, State or Local Government agency of quasi-governmental agency within the past five year? Yes { } No { }

If the answer to the foregoing questions is "yes", then state with complete particularity, the name of the Agency, the date and nature of the investigation and the disposition thereof:

15. Has the bidder, within the past five (5) years ever had a license, permit or certificate to do business revoked, suspended or voided? Yes { } No { }

If the answer to the foregoing question is "yes", state the name of the Agency, date and nature of the revocation, suspension, etc., and reason for same: _____

16. List three (3) most recent work or similar scope to this work completed by your company.

<u>Name</u>	<u>Phone #</u>	<u>Contact</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the JCHA? Yes { } No { }

18. List categories in which your organization is legally qualified to do business in the State of New Jersey.

STATEMENT OF EXPERIENCE

NAME OF BIDDER: _____

ADDRESS: _____

The above bidder states that he/she has performed the following work similar to the work specified in the proposal/bid.

<u>YEAR</u>	<u>(1) DESCRIPTION OF WORK PERFORMED</u>	<u>(2) LOCATION</u>	<u>(3) NAME OF CONTRACTING OFFICER</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Please be specific include contract numbers. Give complete address, box number not acceptable. Please list five names and telephone numbers where Contracting Officer can be reached.

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

Dated at _____ this _____ day of _____, 20 _____.

(Name of Bidder)
by: _____
Title: _____

State of _____
County of _____

Ss.

_____, being duly sworn deposes and says that he/she
is _____ of _____
(Title) (Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

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

My commission expires on _____

AFFIDAVIT FOR MINORITY BUSINESS ENTERPRISES
(Prime Bidder)

State of _____)

County of _____)

_____, Being first duly sworn, deposes and says:

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

the party making a certain proposals or bid: Date _____, 20 ____ for work in
connection with the: _____

(Indicate Job Name)

at _____, located in Jersey City, New Jersey. That such proposal or
bid is submitted with full knowledge and understanding of the Minority Business Enterprise
(MBE) requirement contained herein; that in submitting such proposal or bid the bidder
acknowledges that he/she must and will fulfill these requirements and that all statements in said
proposal or bid are true.

Signature of : _____
Bidder, if the bidder is an individual:

Signature of : _____
Partner, if the bidder is a partnership;

Signature of : _____
Officer, if the bidder is a corporation;

Subscribed and sworn before me:

This _____ day of _____, 20 _____.

My commission expires on: _____

(Signature of Notary Public)

MINORITY BUSINESS ENTERPRISE CERTIFICATION

State of _____)

County of _____)

_____, Being first duly sworn, deposes and says:

That he/she is _____

(a partner or officer of the firm, etc.)

the party to be considered as a Minority Business Enterprise for work in connection with the _____, located in Jersey City, New Jersey and meeting the requirements of a Minority Business Enterprise as follows:

A "Minority Business Enterprise" means a business enterprise that is 51% or more owned, controlled, actively operated by one or more persons who are classified as a part of a socially and economically disadvantaged group. Such socially disadvantaged persons include, but are not limited to: African-American, American Indians, or Alaskan Natives, Hispanics, Hasidic Jews, and Asian or Pacific Islanders.

The amount of work for which the Minority Business Enterprise (indicated above) will be directly responsible for supplying labor and/or material and supplies is \$ _____.

The type of work to be performed is _____

Signature of:

Individual if the MBE is an individual

Officer, if the MBE is a Corporation

Partner, if the MBE is a Partnership

(Signature of MBE)

(Address)

(Telephone #)

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

My commission expires on: _____

(Signature of Notary Public)

Please identify appropriate category below:

_____ African American

_____ American Indian

_____ Alaskan Native

_____ Hispanic American

_____ Asian/Pacific Islander

_____ Hasidic Jews

_____ Other _____

STATEMENT OF COMPLIANCE

This is to certify that all persons employed by the undersigned will be paid full weekly wages earned, less permissible deductions for income taxes, social security, etc., and that no rebates have been or will be made either directly or indirectly to the undersigned from the full weekly wages earned by any persons in its employ, and further that all employees will be paid as defined in Regulations, Part 3 (29 CFR Part 3) issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 40 U.S.C. 276C), and described on said payroll; that said payroll is correct and complete that the wage rates, as set forth on the General Wage Determinations issued under the Davis-Bacon and Related Acts, U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, (unless otherwise specified), contained in said payroll for laborers, and mechanics, are not less than those applicable to such laborers and mechanics pursuant to the contract under which such work was performed; and that the classification set forth for each laborer or mechanic conforms with the work he/she performed

SIGNATURE: _____

TITLE: _____

1. BIDDING DOCUMENTS:

Bidders will be furnished a complete set of drawings (if needed), the specifications and any addenda then in force, plus bidding documents.

2. INTERPRETATIONS:

All interpretations will be writing in the form of addenda and all bidders shall be bound by such addenda, whether or not received.

3. PROPOSALS:

The JCHA will not accept photocopies or telexed copies of bidding documents requiring original signatures (i.e., certificate of ownership, executive bid, certifications, affidavits, or notarizations). Failure to include originally signed and executed forms of these documents will render any bid invalid, and such a bid may be declared invalid and rejected by the Purchasing Officer at the time bid is examined after it is opened.

5. NON-COLLUSIVE AFFIDAVIT:

Each person submitting a bid for any portion of the work contemplated by the bidding documents shall execute an affidavit, in the form provided by the JCHA (see **Page 3**).

6. BIDDER'S EXPERIENCE:

Before a bid is considered for award, the bidder may be requested by the Authority to submit a statement regarding his previous experience in performing comparable work, his business technical organization, and financial resources.

7. UNIT PRICE:

If requested, the contractor/vendor shall submit unit prices.

8. TIME FOR RECEIVING BIDS:

Bids received prior to the time of the opening will be unopened. The officer whose duty is to open them will decide when the specified time has arrived and no bid received thereafter will be considered. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed and identified. **Bids received after scheduled opening will be rejected and returned unopened to bidder.**

9. OPENING OF BIDS:

At the time and place fixed for the opening of bids, every bid received within the time fixed will be publicly opened and read aloud, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or represented.

10. WITHDRAWAL OF MODIFICATION OF BIDS:

a. A bidder may, of right and without penalty, withdraw its bid in written or faxed form at any time prior to the opening and unsealing of bids, provided that any mailed or faxed withdrawal over the bidder's signature is placed in the mail and postmarked prior to the time set for bid opening. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

b. Negligence on the part of the bidder confers no automatic right of withdrawal or modification of the bid after it has been opened. After bid opening, corrections or modifications of bids shall be permitted only if the bidder can show by clear and convincing evidence that a mistake of a non-judgmental character was made, the nature of the mistake, and the bid price actually intended. All decisions to allow correction of withdrawal of bid mistakes shall be made by the JCHA's Board of Commissioners after the review of written determination signed by the Contracting Officer and/or Purchasing Officer and/or testimony of the bidder before the Board at an open public meeting, as applicable. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the JCHA or fair competition shall be permitted. A low bidder alleging a non-judgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid documents, the intended bidder is unclear or bidder submits convincing evidence that a mistake was made. Bidders who are permitted to withdraw their bids, shall be assessed an administrative charge by the JCHA which charge is for the purpose of covering JCHA's expense withdrawal. Until such time as the firm requesting a bid withdrawal agrees to pay such charge, no request for a bid withdrawal will be granted.

The administrative charge to be assessed shall be as follows:

<u>FOR BIDS AT OR BELOW</u>	<u>ADMINISTRATIVE CHARGE</u>
\$ 0 - \$ 100,000	\$ 500.00
\$ 100,001 - \$ 500,000	\$ 1,000.00
\$ 500,001 - \$ 1,000,000	\$ 1,500.00
\$ 1,000,001 or more	\$ 2,000.00

11. AWARD OF CONTRACT(S): REJECTION OF BIDS:

The contract(s) will be awarded to the lowest qualified and responsible bidders(s). The successful bidder(s) will be notified promptly. Award will be issued within sixty (60) days following the Public Bid Opening. The Authority, however, (a) reserves the right to reject any and all bids and to waive any informalities in bids received whenever such rejection or waiver is in the best interest of the Authority (b) reserves the right to reject the bid of any bidder who has previously failed to perform properly, a contract of a similar nature or has habitually disregarded his obligations to subcontractors, materialmen or employees.

Bids will be awarded only to the corporation or other entity under whose name qualification, and other documentation are submitted. Corporate affiliates, subsidiary or parent corporations or related entities are not automatically qualified.

12. THREE (3) BIDDER REQUIREMENT:

a. The general policy of the Authority is not to recommend to the Board of Commissioners an award of a contract if there are less than three independent qualified bids submitted for that contract, except in instances where it has been determined that is unreasonable and/or improbable to believe that three bids will be forthcoming.

b. For the purpose of the "Three Bid Minimum" Policy of the JCHA, a "bid" is defined as one submitted in accordance with all JCHA policies, practices and procedural requirements as outlined and defined in the bid specifications.

c. A bidder attending a bid opening at which time there are fewer than three bids to be unsealed, may in its discretion, take back its sealed bid in the event the Purchasing Officer makes a determination that no bids will be unsealed due to the absence of the minimum number of bidders.

13. BID PROTEST:

Any actual or prospective contractor or vendor may protest the solicitation or award of a contract for serious violations of the principles of this statement. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within forty-eight (48) hours after the opening of the sealed bids or within forty-eight (48) hours of notice of selection of a competitive proposal, or the protest will not be considered. All bid protest shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision of the matter. The Contracting Officer may, at his or her discretion, suspend the procurement by pending resolution of the protest, if warranted by the facts permitted.

14. DELIVERIES

NO PARTIAL DELIVERIES OR CHANGES TO THE DELIVERY SPECIFICATIONS WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING DEPARTMENT. FULL COMPLIANCE MANDATORY. THIS ORDER WILL BE CANCELED IF NOT COMPLETED IN THIRTY CALENDER DAYS; UNLESS OTHERWISE SPECIFIED IN THE PURCHASE ORDER.

15. PAYMENT/INVOICES TO CONTRACTORS/VENDORS:

ALL INVOICES MUST SAY INVOICE, REFERENCE THE PURCHASE ORDER OR CONTRACT NUMBER AND ARE TO BE EMAILED AS AN ATTACHMENT TO invoice@jcha.us. HARD COPIES TO BE MAILED TO ATTN: ACCOUNTS PAYABLE, (see address below). Payments will be made at approximately thirty (30) day intervals. All approved contractor/vendor payments will be via direct deposit from the JCHA's financial institution. The contractor/vendor (if awarded a contract) will be required to participate in the direct deposit payment program (ACH Payments) and will be asked to complete a Direct Deposit Authorization Form (**with a voided bank check**) and **IRS Form W-9** and return them to the **JCHA**. Please return the required documents to:

**Jersey City Housing Authority
Accounts Payable Department
400 US Highway #1 (Marion Gardens)
Jersey City, New Jersey 07306**

It is essential that both forms be completed and signed by the contractor's/vendor's authorized signer on the bank account.

NOTE: Invoices must be received by the JCHA between the first and third Friday of each month in order to be considered for payment within thirty (30) days.

16. STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Prior to being awarded a contract the vendor must supply a copy of the organization's "Business Registration Certificate" issued by the Division of Revenue. Register online at www.nj.gov/treasury/revenue/taxreg.htm. Call the Division at 609-292-1730 for questions

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT DIRECTIVE
AUGUST, 1979

NAME OF COMPANY: _____

Please check if applicable:

(a) Minority Business: A business enterprise that is owned by, controlled by one or more socially or economically disadvantaged persons. Such disadvantages may arise from cultural, racial, chronic economic circumstances or background or other similar causes. Such persons include, but are not limited to: African-Americans, Puerto Ricans, Spanish-Speaking Americans, American Indians, Eskimos, and Aleuts.

Please Check *

(b) Small Business: A small business is defined in terms of the total dollar value of the firm's annual business. For construction business, the dollars value range up to \$12,000,000.00; for service business, up to \$9,000,000.00; and for supply business up to \$22,000,000.00.

Please Check *

(c) Females: _____
Please Check *

(d) Minority Females: _____
Please Check *

*: REMARKS IF NECESSARY: _____

SPECIAL CONDITIONS1. AFFIRMATIVE ACTION PLAN

Attached is an Affirmative Action Plan * required by the Jersey City Housing Authority to which all bidders must respond. This plan has been approved by the Department of Housing & Urban Development (HUD). A contractor may submit an alternate Plan, however, this must be approved by HUD before being accepted by the JCHA. Any modifications by HUD to an alternate Plan must be carried out by the contractor. *Any bid submitted without an Affirmative Action Plan may be disqualified.*

2. WORK WEEK:

The Authority's regular work week is Monday through Friday. The hours of work are from 8:00 A.M. to 4:00 P.M. The bidder shall conform to this schedule unless written permission is given by the Authority to deviate from this schedule.

3. MINORITY BUSINESS ENTERPRISE (MBE) REQUIREMENTS:

(a) Executive Order 123432 of July 14, 1983 entitle "Minority Business Development" is intended to assure the participation of minority owned business in HUD funded programs and to fulfill the objectives for minority involvement in Federally funded programs.

(b) A "Minority Business Enterprise" means a business enterprise that is 51% percent or more owned, controlled, and actively operated by one or more persons who are classified as part of a socially an economically disadvantaged group. Such socially disadvantage persons include: African-Americans, Puerto Ricans, Spanish-speaking American, American Indians, Eskimos, Aleuts, Hasidic Jews, Asian Pacific Americans and Asian Indians. A female owned business is NOT considered a MBE, however, under Executive Order #12138, the Consultant is encouraged to take affirmative action to assist Women owned Enterprises.

(c) All bidders having contracts with the Authority for supplying labor and/or material supplies will be required to have Minority Business Enterprise providing 5% for Development Programs, 10% for Management Programs and 20% for Modernization Programs of the dollar value of the contract.

(d) In submitting a bid, the bidder must certify that he/she will comply with the above requirements. This shall include submission of an affidavit which will be properly executed by the bidder. Failure to provide the affidavit may cause for the bidder's bid to be rejected at the discretion of the Authority.

(e) The Authority will require that the bidder provide evidence that the Minority Business Enterprise requirements are met during the duration of the contract.

(f) In the event that the Authority determines the Bidder is not in compliance or that a condition appears to be developing, the Authority shall then take necessary steps to correct the situation or order to be in compliance.

(g) The above reference MBE requirement are considered to be integral and substantive portion of this contract in the same fashion as all other substantive portions of this contract, and breach or non-compliance therewith will result in breach and/or default of the Contract, with imposition of any and all sanctions provided for herein as may be appropriate at the discretion of the Authority.

4. INSURANCE

(a) Before commencing work the Bidder shall furnish the JCHA with certificates of Insurance showing that the following insurance is in force and will insure all operations under the contract.

1. General Liability shall include the following with minimum coverage of \$1,000,000 per occurrence.

- ◆ Comprehensive Form
- ◆ Premises/Operation
- ◆ Underground Explosion & Collapse Hazard
- ◆ Products/Completed Operation
- ◆ Contractual
- ◆ Independent Contractor
- ◆ Broad Form Property
- ◆ Personal Injury
- ◆ Excess Liability

2. Automobile liability shall be provided by coverage for Any Auto. If Any Auto coverage is not being provided then list those applicable coverage's that are being provided.

3. All policies shall name the JCHA as additional insured with the JCHA listed as the certificate holder.

5. CONTRACTING OFFICER:

The Contracting Officer, pursuant to and for the purposes of all provisions of this contract and its conditions and specifications, is hereby designated as the JCHA's Purchasing Agent. The day to day communications will be with the Point of Contact which will be the requesting department Director or designee of the Jersey City Housing Authority.

6. LEAD- BASED PAINT PROHIBITION:

The use of any materials, equipment, supplies, products, etc., containing lead-based paint is prohibited. Compliance with 24 CFR Part 35 prohibiting the use of lead-based paint is required.

7. BUY AMERICAN:

Pursuant to the requirements of N.J.S.A. 40A:11-18, only manufactured products of the United States of America, where available, shall be used in connection with this contract.

8. RIGHT TO KNOW LABELING:

All containers * including shipping cartons, shall bear a label indicating the chemical name(s) and chemical abstracts service number(s) of all hazardous substances in the container, and all other substances which are among the five (5) most predominant substances in the container, or their trade secret registry number(s) (N.J.A.C. 8:59-5).

Paperwork MUST include MSDS sheets upon delivery of products.

9. HOLD HARMLESS & INDEMNITY LANGUAGE:

“...The Contractor/Vendor shall hold and save the JCHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor’s/Vendor’s performance...”

“The Contractor/Vendor shall be responsible for all damages to persons or property that occurs: (1) at the job site while it is under the Contractor’s/Vendor’s control, (2) at any other areas that are under the sole and exclusive control of the Contractor/Vendor; and (3) as a result of the Contractor’s/Vendor’s fault or negligence or other act or omission of the Contractor/Vendor, or its employees, agents or subcontractors. The Contractor/Vendor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor/Vendor shall defend, indemnify and hold and save the JCHA, it officers and agents, free and harmless from all claims, suits, actions, costs and liability of any nature occasioned by the Contractor’s/Vendor’s performance or that of its employees, agents or subcontractors. The Contractor/Vendor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for a completed unit of work which may have been accepted under the contract.

*: “Container” means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrel, boxes, can, cylinders, drums, and shipping cartons (N.J.A.C. 8:59-1.3).

**CONTRACT TO BE COMPLETED WITHIN ONE (1) YEAR OR UNTIL UPSET
LIMIT HAS BEEN REACHED. ANY CONTRACT NOT COMMENCING BY
PROCEED NOTICE DATE WILL INVOKE A PENALTY OF \$100.00 PER DAY**

The liquidated damage provision contained in this contract shall not be inclusive damage remedy available to the JCHA for breach or default hereof; and the parties hereto agree that the JCHA shall, in its discretion, additionally have the right to assert and claim any real or actual damages which may be sustained by it.

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

The contractor/vendor shall not be penalized or charged with liquidated damages because of any delays in the completion of the contract due to unforeseeable cause beyond the control and without the fault or negligence of the contractor and/or vendor, including, but not restricted to: acts of God, or the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargo, blackouts, trade disputes and unusually severe weather conditions.

Documentation of any and/or all delays must be provided by contractor and/or vendor.

LD-1

AFFIRMATIVE ACTION AFFIDAVIT
(To Be Completed By Firms With Less Than 50 Employees)

STATE OF NEW JERSEY

_____ Project

County of _____

I, _____ of the (City, Town, Borough)
of _____ in the County of _____ State
of _____ of full age, being duly sworn according to law on my
oath depose and say that:

I am (President, Partner, Owner of the firm of
_____ a bidder making a proposal upon the above
named project.

_____ does not have 50
employees or more inclusive of all officers and employees of every type.

I am familiar with the affirmative action requirements of P.L. 1975 c. 127 and rules and
regulations

Issued by the Treasurer, State of New Jersey, pursuant thereto.

_____ has complied with all
affirmative action requirements of the State of New Jersey including those required by P.L.
1975 c.127 and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant
thereto.

I am aware that if _____
does not comply with P.L. 1975 c. 127 and rules and regulations issued pursuant thereto, that
no monies will be paid by the Public Housing Authority until an affirmative action plan is
approved. I am also aware that the contract may be terminated and the
_____ may be debarred from all public contracts, for a
period of up to five (5) years.

In the event my work force increases to 50 employees, I must contact the State Affirmative
Action Office and complete an Employee Information Report.

Signature of Authorized Representative

Subscribed and sworn to _____
before me this ___ day _____
of _____ 20 _____.
Name and Title

(Seal) Notary Public of New Jersey



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

STANDARD BID DOCUMENT REFERENCE

Name of Form	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN					
Statutory Reference	N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
Applicability		Y/N		Mandatory	Optional	N/A
	LPCL	Y	Goods and Services	X		
	PSCL	Y	Construction			X
Instructions Reference						
Description	P.L. 2012, c.25 prohibits the awarding of State and local public contracts for goods and services with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Prior to contract award, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List").					

The Certification form requires the insertion of contracting unit identification information which should be filled in (in italics on the form) prior to its use.

Disclosure of Investment Activities in Iran

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **Jersey City Housing Authority** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Jersey City Housing Authority** to notify the **Jersey City Housing Authority** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Jersey City Housing Authority** and that the **Jersey City Housing Authority** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		Date	