



Housing Authority of the City of Camden
2021 Watson Street, 2nd Floor
Camden, NJ 08105

April 2, 2024

RE: BID #2024-17

Lawn Care Maintenance Services

To Whom It May Concern:

Sealed bids will be received by the Housing Authority of the City of Camden (HACC) from qualified firms to complete **Lawn Care Maintenance Services**. Sealed bids will be received within the Housing Agency Marketplace eProcurement website no later than **10:30 A.M.** prevailing time on **Thursday, April 25, 2024**.

We appreciate your interest in this project and look forward to your participation.

Sincerely,

Jasmine Kee

Jasmine Kee
Purchasing Specialist

HOUSING AUTHORITY OF THE CITY OF CAMDEN

2021 Watson Street, 2nd Floor

Camden, NJ 08105



INVITATION FOR BID #2024-17

**Bid Specifications
&
General Requirements**

For:

Lawn Care Maintenance Services

The Housing Authority of the City of Camden

**Invitation for Bids (IFB) #2024-17 for
Lawn Care Maintenance Services**

<i>AGENCY CONTACT PERSON:</i>	<i>Jasmine Kee, Procurement Specialist Telephone: (856)968-2724 E-mail: jkee@camdenhousing.org TDD/TTY: (856)831-4686</i>
<i>HOW TO OBTAIN THE IFB DOCUMENTS ON THE EPROCUREMENT MARKETPLACE</i>	<ol style="list-style-type: none"> 1. Access ha.internationaleprocurement.com (no “www”). 2. Click on the “Login” button in the upper left side. 3. Follow the listed directions. 4. If you have any problems in accessing or registering on the eProcurement Marketplace, please call customer support at (866)526-9266.
<i>PRE-BID CONFERENCE AND SITE VISIT</i>	Wednesday, April 10, 2024, 10:30 AM (2021 Watson St. 1 st fl., Camden, NJ 08105)
QUESTION SUBMITTAL DEADLINE	Wednesday, April 17, 2024, 2:00 PM AM (Questions shall be submitted within the eProcurement Marketplace)
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL	<ol style="list-style-type: none"> 1. The Bid will be available for review and download on eProcurement Marketplace. 2. As directed within the submission instructions, section 28 of the Bid document, pricing shall be entered where provided within the eProcurement Marketplace.
BID SUBMITAL RETURN & DEADLINE	The full Bid document shall be uploaded where provided within the eProcurement Marketplace no later than Thursday, April 25, 2024, by 10:30 AM.

Bids will not be received after the time specified for the opening of the Bids. Bids received after the hour appointed will be deemed invalid and returned unopened to the respondent.

Bids will be held in confidence and not released in any manner until after a contract is awarded or any other action is taken by the HACC Board of Commissioners.

The right to reject any and all Bids or to accept the bid or any item of any bid deemed most advantageous to the Housing Authority and to award contracts accordingly is reserved to the authority of the Board of the HACC.

NOTE: All respondents must comply with P.L. 1975, C127 signed into law June 23, 1975 and P.L. 1977, c33 signed into law March 7, 1977 which laws are a part of the specifications in their entirety.

NOTE: Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

NOTE: FAILURE TO SUBMIT A BID GUARANTEE AND CONSENT OF SURETY WITH THE BID SHALL RESULT IN REJECTION OF THE BID.

Jasmine Kee
Purchasing Specialist

HOUSING AUTHORITY OF THE CITY OF CAMDEN
IFB FOR: Lawn Care Maintenance Services

REQUIRED BID DOCUMENTS SUBMISSION CHECKLIST

CONTRACTOR'S NAME: _____

Failure to submit the following documents is a mandatory cause for the bid to be rejected (N.J.S.A 40A:11-23.2)

Required By Owner	Submission Requirement	Submitted with Bid (Bidder's Initials)
n/a	Bond Guarantee deposit- in the form of a proposal bond (original only), a certified check or cashier's check	
n/a	Consent of Surety as to a Performance, Labor or Materials Payment and Maintenance Bond (if applicable)	
*	Stockholder Disclosure Certification	
*	Affidavit of Equal Opportunity Compliance (EOC)	
*	Exhibit A, Mandatory Equal Employment Opportunity	
*	Form of Non-Collusion Affidavit (properly <u>notarized</u>).	
*	Respondent's Affidavit	
*	Statement of Compliance	
*	Appendix A, Americans with Disabilities Act of 1990	
*	Business Registration Certificate, Revised Contract Language for BRC Compliance	
*	Affirmative Action Compliance (Respondent must submit an NJ Affirmative Action Certificate, a Federal Affirmative Action Plan Approval Letter or AA302)	
*	Affirmative Action Questionnaire	
*	Chapter 271 Political Contribution Disclosure Form submitted	
*	References submitted on <u>Vendor Questionnaire/Certification</u>	
*	Disclosure of Investment Activities in Iran	
*	HUD Section 3 Business Certification Form	
*	Proposal Form	
*	Fee Proposal (Pricing Page) signed. (List all exceptions on the fee proposal page under "Exceptions".)	
*	W9	
*	Evidence of <u>all</u> specified insurance, as required.	
*	HUD forms: 5369, A, B, C and HUD form 2554	
*	Notice of Intent to Subcontract	
*	Subcontractor Utilization Form	
*	Copy of Public Works Certificate or Proof of Registration (if applicable)	

All of the items checked off are included in the proposal submitted and I have received the addenda, if any were issued, indicated by my initials along with the completion of enclosed form.

Signature of Respondents _____ **(REQUIRED)**

SUBMISSION INSTRUCTIONS, TERMS AND CONDITIONS

1. PREPARATION OF BIDS

Respondents are expected to examine the drawings, specifications, and all instructions. Failure to do so shall in no way relieve the Respondent from any obligation in respect to the Proposal.

Each Respondent shall sign the Proposal and print or type his name on the Proposal summary page, pricing page and any other page where an entry is made. Bids shall be signed by proper authorities in ink. Bids must include full business address, legal trading name and the authorized signature, which binds the organization in this matter.

Bids which offer supplies or services other than those specified will not be considered and will be marked as non-compliant, unless authorized by the Request for bids. Bids which offer supplies or services where specifications are exceeded will be accepted. Respondents shall not make additional stipulations in his Request for bids that restrict the HACC in any way.

When not otherwise specified, Respondent must definitely state time of proposed delivery or completion of contract pursuant to **N.J.S.A. 40A:11-1 et seq.** Time, if stated as a number of days, will include Saturday, Sunday and holidays.

2. BID GUARANTEE AND BONDING REQUIREMENTS (N.J.S.A. 40A:11-21)

Please note: The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the HACC.

A. Bid Guarantee **REQUIRED** **X NOT REQUIRED**

When required, each bid shall be accompanied by a bid bond, cashiers or certified check for ten per cent (10%) of the amount of the total contract, but not in excess of \$20,000. This guarantee shall be made payable to the Housing Authority of the City of Camden, NJ. Such deposit shall be forfeited upon refusal of a bidder to execute a contract; otherwise, checks shall be returned when the contract is executed and the performance bond (if required) is filed with the Housing Authority of the City of Camden, NJ.

The bid security checks for unsuccessful bidders, if requested, will be returned as soon after the bid opening as possible but in no event later than (10) days after the bid opening.

Please note: Uncertified business checks, personal checks or money orders are not acceptable.

All bid bonds submitted, must be signed and witnessed with original signatures. The HACC will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the bid. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney. The name, address and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the HACC.

The HACC will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list (Approved Surety Companies) may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. Box 325, Trenton, New Jersey 08625.

The HACC **will not** accept a bid with multiple bid numbers listed on the bid bond.

Failure to submit or sign a bid guarantee by either the Surety or Principal, and/or failure to submit the properly executed bid bond with the bid package shall be deemed cause for disqualification and rejection of bid.

B. Certificate (Consent) of Surety REQUIRED **X NOT REQUIRED**

When required, each bidder shall submit with its bid, a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 40A:11-22). Such surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the bid. ***Failure to submit or sign the Certificate (Consent) of Surety by either the Surety or Principal, and/or failure to submit the properly executed Certificate (Consent) of Surety with the bid package shall be deemed cause for disqualification and rejection of bid.***

C. Performance Bond REQUIRED **X NOT REQUIRED**

When required, the successful bidder shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such written guarantee shall be made payable to the Housing Authority of the City of Camden, NJ and shall be in the form required by Statute.

Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the City shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the Contractor, nor partial or entire use of occupancy of the work by the HACC shall be an acceptance of any work or materials not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Contractor.

It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the HACC at reasonable times, to determine whether its Principal has performed or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the HACC.

In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety for the defaulting contractor to complete the Contract in accordance with its terms following receipt of notice from the owner of such default.

The Contractor shall execute a formal contract with the HACC in the form required and in such number of counterparts as the HACC may request. Such Performance, Payment and Completion Bond shall be furnished and such Contracts shall be executed and delivered by the contractor within ten (10) days after the receipt by the contractor of notice accepting his bid by the HACC.

The Housing Authority of the City of Camden, NJ will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

BID PRICE GUARANTEE – Ninety (90) Days from Award of Contract

When the Housing Authority of the City of Camden, NJ requests bid prices for supplies, materials and equipment, the contractor(s) shall agree to guarantee the bid price(s) for a period of ninety (90) days from the date of the award of contract. Contractor(s) may extend the bid price guarantee through written permission to the Housing Authority of the City of Camden, NJ.

3. EXPLANATIONS TO RESPONDENTS

Any explanation desired by a Respondent regarding the meaning or interpretation of the Request for Bids, drawings, specifications etc. must be requested in writing and received by the Purchasing

Department the time frame established with this solicitation prior to the Request for proposal closing date and time so a reply can be issued to all Respondents. Oral explanations or instructions, given before award of the contract will not be binding.

4. SUBMISSION OF BIDS

Bids and modifications thereof shall be enclosed in a sealed envelope addressed to the office specified in the Request for Bids with the name and address of the Respondent, date of opening and the Request for Bids number on the face of the envelope. The HACC assumes no responsibility for the Bids not received on time at the location stipulated in the Solicitation advertisement.

Any Bid may be withdrawn prior to the date/time of the closing or authorized postponement thereof. Any Proposal received after the closing date/time will not be considered.

5. REJECTION OF BIDS

The HACC reserves the right to reject any and all Bids in accordance to any and all Federal, State, and HUD rules and regulations. The right to reject any and all Bids or to accept the bids or any item of any bid deemed most advantageous to the Housing Authority and to award contracts accordingly is reserved to the authority of the Board of the HACC.

6. INSURANCE REQUIREMENTS

Prior to the start of any work; the successful respondent shall furnish a Certificate of Insurance to the owner showing the following minimum insurance requirements in forms and with insurance companies acceptable to the owner. Further, it is agreed that the policy shall be endorsed to provide 30 days written notice of cancellation or non-renewal to the owner prior to cancellation, termination, or material alternations of said insurance.

7. PREVAILING WAGE ACT/DAVIS BACON WAGE RATE REQUIREMENTS (Where Applicable)

Pursuant to HUD Handbook No. 7460.8 REV 2, successful Respondents on projects for “public work” shall adhere to all requirements of the Davis Bacon or HUD-Determined Wage Rates. Certified payrolls shall be submitted with request for payments for work done under this contract.

All workers shall be paid not less than the Davis Bacon or HUD-Determined Wage Rates, whichever is applicable. In the event that a worker is found to have been paid less than the Davis Bacon or HUD-Determined wage rates, the HACC has the right to terminate the contractor’s or subcontractor’s right to proceed with work, and to prosecute the work to completion. The contractor and his sureties shall be liable to the HACC for any excess costs occasioned thereby.

Prior to final payment, contractors and subcontractors must certify to the HACC the amount of payroll outstanding as a result of the work herein undertaken. Said amount shall be set aside by the HACC from the application for final payment until final unpaid wages are satisfied.

8. AWARD OF CONTRACT

The contract shall be awarded, if at all, to the lowest responsible bidder as determined by the Housing Authority of the City of Camden, NJ. The Housing Authority of the City of Camden, NJ reserves the right to reject any or all bids pursuant to N.J.S.A. 40A:11-13.2, and to waive any informalities and to take such alternates that the HACC feels are in the best interests of the HACC. The HACC may at its option accept the lowest bid on each item and split awards among the various bidders who submit the lowest responsible bids. Pursuant to N.J.S.A. 40A:11-24, the Housing Authority of the City of

Camden, NJ shall award the contract or reject all bids within sixty (60) days, noting the exception highlighted in the law.

Any resulting contract shall be subject to the availability and appropriation of sufficient funds. A written award letter/purchase order mailed or otherwise furnished to the successful Vendors within the time for acceptance specified in the BID shall be deemed to result in a binding contract without further action by either party. Said contract shall include all terms and conditions set forth in these specifications, drawings, advertisement, addenda, or any other document issued by the HACC in relation to this Invitation for BID.

The contract shall be signed by all parties within the time limit set forth in the specifications, which shall not exceed 21 days of the notice of award excepting Saturday, Sunday, and holidays; given the HACC of has received all necessary bonding, insurance, and certification information requested of the Vendors. If the contract has not been signed and returned by the Vendors within the 21 days specified, the HACC may cancel the award and award to the next lowest Vendors.

9. INDEMNITY

The successful Respondent will indemnify and hold harmless the HACC from all claims, suits or actions and damages or costs of every name and description to which the HACC may be subjected to or put by reason of injury to the person or property of another, or the property of the HACC, resulting from the negligence, carelessness or accident on the part of the Respondent, his servants or subcontractors, in the delivery of materials and supplies, or in the performance of the work under this agreement. Said Respondent will list the HACC as “Additional Insured”.

10. FURNISHED PROPERTY (Where Applicable)

No materials, labor or facilities will be furnished by the HACC unless otherwise specified on the Proposal invitation.

11. DELIVERY (Where Applicable)

Bids are to include all costs of material and/or supplies delivered prepaid FOB destination to designated HACC locations. All claims and adjustments are to be made between vendor and transportation carrier. The Housing Authority of the City of Camden, NJ recognizes two (2) types of delivery:

Inside Delivery

Items are to be delivered to a HACC location and taken off the truck by transportation carrier personnel and brought to a designated area inside a HACC facility or office building.

Spotted Delivery

Items are to be delivered to a HACC location and taken off the truck by transportation carrier personnel and brought to a designated area inside a HACC facility or office building.

Transportation carrier personnel are responsible to then uncrate, setup, assemble items to determine good working order and remove all debris to the satisfaction of the Housing Authority of the City of Camden, NJ.

Contractors are cautioned to provide adequate personnel to deliver goods as none will be provided by the City. If a specialized person is needed to setup, assemble or erect item, such assembly shall be completed within five (5) business days of the actual delivery date. Failure to assemble, setup, or erect items within the stated time may result in a \$100.00 per day assessment against the bidder for each day items are not assembled, setup or erected.

The Housing Authority of the City of Camden, NJ will not be responsible for any extra delivery costs. All bid prices for materials, goods, and supplies shall include all shipping, freight, delivery and handling costs.

Specific delivery instructions are provided in the General Specifications.

Please note! All packages, boxes, cartons etc., when delivered, must be plainly marked on the outside as to contents, and the Housing Authority of the City of Camden, NJ's purchase order number must be clearly printed on the packages, boxes, cartons, etc.

Delivery Guarantee

The contractor agrees to deliver the item(s) so listed in the bid specifications within the prescribed number of days also outlined in the bid specifications (if so noted). Failure to deliver the designated items within the prescribed period shall cause the Housing Authority of the City of Camden, NJ to deduct penalties as per the schedule listed in the general specifications.

The contractor shall deliver items Monday through Friday **9:00 a.m.** through **2:00 p.m.**

12. TERMINATION

Either party may terminate this agreement for reasons approved by the HACC upon 10 days written notice to the other party. The HACC shall only be responsible for payment up to the effective date of termination. Upon termination of the contract, the HACC may complete any unfinished work and place a claim for the cost of said work against the contractor's performance bond. The HACC reserves the right to stop work at any time during the contract for good cause.

13. CANCELLATION

The HACC has the right to cancel any purchase order or if, after sixty (60) days from the date of the purchase order, the goods or services have not been delivered. The cancellation will occur unless the vendor can show cause as to why the order should not be canceled. For Services see "Specifications Specific To."

14. SELLER'S INVOICES

Invoices shall be prepared and submitted to HACC's Accounts Payable email: accountspayable@camdenhousing.org Invoices shall contain the following information: purchase order number, item numbers, description of supplies or services, quantities, unit prices and extended totals. An affidavit form is also required and will be a part of the purchase order.

15. "RIGHT TO KNOW" LAW Ref. N.J.A.C. 8:59-5.1

All items which contain chemicals must comply with the New Jersey Right to Know statute. Information and labels are required with every item and every delivery. If MSD sheets and labels are **not** received, the order will not be accepted.

16. AVAILABILITY OF FUNDS

The HACC is subject to **N.J.S.A. 40A:11-1 et seq.** which states that this contract shall be subject to the availability and appropriation of sufficient funds annually.

17. PURCHASING FROM STATE CONTRACT Ref. N.J.S.A. 40A:11-1 et seq.

The HACC reserves the right to purchase, during the term of any contract to be awarded, any of the specified materials and/or services through the New Jersey State Cooperative Purchasing Agreement (State Contract) if it is in the HACC's interest to do so. The HACC also reserves the right to reject all Bids and use State Contract instead of making award.

18. AFFIRMATIVE ACTION

Ref. N.J.A.C. 17:27

The contractor shall comply with all provisions of the Affirmative Action Law, P.L.1975, C. 127 (N.J.A.C. 17:27.) Contractor will be required to submit an Initial Project Manning Report, Form AA201, provided by the Affirmative Action office and completed by the contractor in accordance to Article 4 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127. Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. **The contractor shall be required to provide a copy of the Affirmative Action Form or Certificate regardless of the amount of the contract.**

19. TRANSFER OR ASSIGNMENT

After award, the contract may not be subcontracted, transferred, or assigned by the contractor in whole or in part without the prior written consent of the HACC.

20. DOCUMENT RETENTION

As per N.J.A.C. 17:44-2.2 Authority to audit or review contract records, relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14. Winning Respondents shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

21. FEDERAL, STATE, AND LOCAL LAWS

All work shall be completed in accordance with all federal, state, and local laws, ordinances and regulations.

22. TIME OF COMMENCEMENT/COMPLETION

The contractor will be required to commence work on the project no later than 10 days after issuance of a HACC Purchase Order. The purchase order authorizing commencement of work will be issued after all bonds, affirmative action documentation, insurance certificates, and contracts requested by the HACC have been received.

When requested, the contractor shall complete all contracts and provide all bonding, insurance, and affirmative action evidence within 10 days of request by the HACC.

The contractor will be required to establish the hours of work as required to properly staff the project, maintain progress, and complete the work within the agreed upon time, with no change or additional cost to the HACC. If for some reason the work is not completed by the specified date, the contractor shall work after normal hours and shall provide adequate staff to complete the project. In no case will the work after hours or increase in staff be cause for the HACC to become liable for any additional costs.

Supply and equipment orders shall be delivered in the time stipulated in the "Specifications Specific To" section.

23. PAYMENT/BILLING DATE

Payment will only occur when the HACC has received the services and products requested in this specification. All required documentation must be received by HACC Accounts Payable or his/her designee on or before the bill date. Billing information provided on the billing date shall include but not be limited to the following:

1. Properly signed Declaration and Certification of requested payment on a form provided by the HACC.

2. A copy of monthly affirmative action reports.
3. Any other documentation required by the HACC.

24. CONTRACT

Award of this Invitation for Bids will be made by the HACC. The terms and conditions of this specification and the Bid advertisement shall be part of the authorizing purchase order. Respondents shall not make additional stipulations in his Bid that restrict the HACC in any way.

25. WORK SITE: (HACC - Area Wide)

26. DISPUTE RESOLUTION/PROPOSAL PROTEST

As per N.J.S.A. 40A:11-1 et seq., Any prospective respondent who wishes to challenge a proposal specification shall file such challenges in writing with the purchasing agent no less than three business days prior to the opening of bids. Challenges filed after that time shall be considered void and having no impact on the HACC or the award of a contract. If said challenger is not satisfied with the determination of the Attorney, the challenger shall file a written request to be heard before a meeting of the HACC. Notice must be filed within three (3) business days of the HACC Attorney's reply.

27. BIDS

Bids must be signed in ink by the Respondent. All Bids must be typewritten or written in ink. Any Bid showing any erasure or alteration must be initialed by the Respondent in ink.

28 ENTRY OF PROPOSED FEES (PRICING ITEMS)

The proposed fees shall be submitted by the bidder and received by the Agency where provided on the eProcurement Marketplace only.

Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful bidder will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically otherwise agreed to by the Agency; etc.

Vendor shall submit 1 copy of your bid to the Agency Administrative Office.

29. DISCRIMINATION

There shall be no discrimination against an employee engaged in the work required to produce the commodities covered by any contract resulting from this Proposal, or against any applicant to such employment because of race, creed, color, national origin or ancestry. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall insert a similar provision in all subcontracts for service to be covered by any contract resulting from this Proposal.

30. DISCREPANCIES

In evaluating Bids, discrepancies between words and figures shall be resolved in favor of words. Discrepancies between unit prices and the total price extension shall be resolved in favor of the unit price and the extension adjusted accordingly. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum.

31. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE.

Only manufactured and farm products of the United States, wherever available, shall be used in connection with this contract pursuant to **N.J.S.A. 40A:11-1 et seq.**

32. BUSINESS REGISTRATION OF PUBLIC CONTRACTOR

Contractor needs to include proof of business registration at the time it submits a proposal or proposal in response to a request for bids. For all other transactions, proof of business registration must be submitted before the issuance of a purchase order or contracting document.

Contractor shall provide written notice to his subcontractor and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through the levels (tiers) of the project.

Before final payment on the contract is made by HACC, the contractor shall submit an accurate list and proof of business registration of each subcontractor or supplier used in fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates N.J.S.A.52:32-44 shall collect and remit to the director, New Jersey Division of Taxation, the Use tax due pursuant to the Sales and Use Tax Act on all sales tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c134 (c.52:32-44etal.) or subsection e. or f. of section 92 of P.L.1977, c.110 (c.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contract agency.

33. POLITICAL CONTRIBUTION DISCLOSURE

Contractor shall submit the C.271Political Contribution Disclosure form required pursuant to N.J.S.A. 19:44A-20.26. This disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

34. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to Public Law 2012, c. 25, any person or entity that submits a proposal or proposal or otherwise proposes to enter into or renew a contract must complete the certification to attest, under penalty or perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take 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 person or entity. (This document must be submitted by contractor and subcontractors)

35. OPEN PUBLIC RECORDS ACT (OPRA)

All responses submitted to this bid package are subject to the provisions of the Open Public Records Act (OPRA) (N.J.S.A. 47:1A-1 et seq.). The Open Public Records Act ensures that government

records, including those related to procurement processes, are accessible to the public, allowing for transparency and accountability.

By submitting a response to this bid package, the respondent acknowledges and agrees that any information provided may be subject to public disclosure under OPRA, including but not limited to, documents, communications, and materials submitted in response to the bid.

Respondents are required to clearly identify any information within their response that they consider to be proprietary and exempt from public disclosure under OPRA. However, the Housing Authority of the City of Camden does not guarantee confidentiality or exemption from disclosure for any information marked as proprietary.

The Housing Authority shall not be liable for any disclosures made pursuant to OPRA, including disclosures of information marked as proprietary by the respondent.

The Housing Authority reserves the right to disclose information related to the bid process as required by OPRA and other applicable laws and regulations.

HOUSING AUTHORITY OF THE CITY OF CAMDEN
2021 Watson Street, 2nd Floor
Camden, NJ 08105

INVITATION FOR BIDS
#2024-17

Lawn Care Maintenance Services

Scope of Service

INTRODUCTION/BACKGROUND

The Housing Authority of the City of Camden (HACC) along with its instrumentality, Watson Street Management and Development Corporation (WSMDC) are soliciting bids from qualified, licensed and insured contractors to provide **Lawn Care Maintenance Services** for our housing development locations and offices. The successful contractor shall provide the management, supervision, and manpower necessary to provide services, as detailed in this invitation for bid (IFB). All work shall be performed in a professional and workmanlike manner. The HACC does not guarantee a specific dollar amount associated with the contract resulting from this solicitation.

The successful Contractor shall be responsible for all equipment, supplies and labor required to perform the services requested.

Mileage and travel time must be factored into the bid; the HACC will not reimburse Contractor additional fees for mileage/travel.

There will be a self-reporting model included with this contract. These reports are to be submitted each month along with invoices to the assigned designated staff. This report is essentially a “checklist” stating that work has been done and is to be signed by the Contractor.

Growing Season: Estimated to begin on April 1st and end on October 30th of a calendar year. These dates are an estimate and may be adjusted by the Housing Authority due to weather and/or other conditions.

The requested services shall be for the following locations:

HACC Locations:

Ablett Village: 307 Ablett Village Camden, NJ 08105 (GPS: 307 Moro St.)

Baldwin’s Run Admin Building: 404 N. Dudley St. Camden, NJ 08105

McGuire Gardens Admin Building: 150 Boyd St. Camden, NJ 08105

Mickle Tower: 200 Dr. Martin Luther King Blvd. Camden, NJ 08102

Kennedy Tower: 2021 Watson St. Camden, NJ 08105

Westfield Tower: 3199 Westfield Avenue Camden, NJ 08105

Success Learning Academy: 150 Boyd St. Camden, NJ 08105

WSMDC Locations:

Baldwin’s Run Senior Bldg.: 3195 Westfield Avenue Camden, NJ 08105

Baldwin’s Run Phase I: 3195 Westfield Avenue Camden, NJ

Baldwin’s Run Phase II: 3195 Westfield Avenue Camden, NJ

Baldwin’s Run Phase III: 3195 Westfield Avenue Camden, NJ

Chelton Terrace Phase I: 721 Chelton Avenue Camden, NJ 08104

Chelton Terrace Phase II: 721 Chelton Avenue Camden, NJ 08104

General Terms and Conditions:

1. The HACC and WSMDC may request fence line maintenance and cutting which will be priced and billed separately.
2. The contractor understands that WSMDC is an instrumentality of the HACC. As such, while WSMDC properties are included in this procurement, a separate contract will be executed for WSMDC properties, and it should be billed separately from HACC's properties.

Special Conditions:

1. The HACC and WSMDC will have the option to request contractor to perform additional work outside the scope of work and conditions listed above that are within the contractor's profession, at an additional charge as negotiated and agreed upon in writing by both parties.

SCOPE OF SERVICE/TECHNICAL SPECIFICATIONS

LAWN CARE MAINTENANCE REQUIREMENTS:

1. Grass shall be cut biweekly, which shall include: all common areas, front and back areas of the residential units; removal of weeds of the entire property, which shall include removing any overgrown vegetation, trim shrubs, and clean-up and remove all debris.
2. The contractor shall prepare and submit to the agency for approval a proposed schedule, showing the sequence of work for the entire season. **** The proposed schedule is required at the time of the bid submission.**
3. The contractor shall be responsible for edging along walkways, driveways, and curbs along with bordering within designated areas.
4. The contractor shall notify the property manager if conditions due to moisture make it impractical or inadvisable to conduct ground maintenance activities.
5. No weeds shall be present at curbs, sidewalks or around the buildings at any time.
6. No dumping of grass clippings, debris or weeds is permitted on HACC property.
7. Precautions shall be taken to prevent harm to personnel and damage to property resulting from flying debris. Contractor shall be responsible for the repairs of the reimbursement cost.
8. Care shall be taken by the Contractor and staff to prevent damage to trees, shrubs, buildings, and personal belongings. The contractor is responsible for the cost of reimbursement or repairs.
9. Contractor shall submit Spring and Fall flower options to the HACC staff at the post award meeting.

ALL LOCATIONS – Bi-WEEKLY -- from April 1st until October 30th: Dates are subject to change due to weather:

- Trash, litter, and leaf pick-up and removal from the parking lot(s), sidewalks, courtyard(s), and grassed area prior to mowing. Remove fallen tree limbs.
- Grassed areas mowed.

- Grass trimmed, edged.
- Concrete areas and parking lots are to be blown or swept to remove grass trimmings after mowing and trimming.
- Herbicides sprayed as needed.
- Weeding around sidewalks, steps, curbs, shrubbery, dumpsters, fences, buildings, gardens, trees, and other locations as determined by HACC. No vines or weeds may be allowed to grow next to or up the sides of buildings, tree trunks or fences.

ALL LOCATIONS – Spring Treatment Completed once between April 1st through May 30th:
Apply fertilizer and lime to all grassed areas.

- Grass seed where needed.
- Trim shrubs
- Flower beds cleaned.
- Spring flowers planted.

Upon arrival at each location the contractor shall sign in with the Property Management office.

The HACC reserves the right to revise season dates, add and/or remove locations upon written notice.

Submission Requirements:

Please submit one original bid packet in blue ink through the Housing Agency Marketplace eProcurement website.

CONTRACT PERIOD

The contract shall be for a term of **one (1) year contract** with possible four one-year extensions; renewed annually.

COORDINATION OF ACTIVITIES

All activities for this contract will be coordinated through the offices of

Sadyhe T. Bradley
General Counsel
856.968.2798
sbradley@camdenhousing.org

FEE SCHEDULE – PAYMENT

The Contractor shall be paid a monthly rate for the requested services. Contractors invoices shall be emailed to the HACC accounts payable specialist: accountspayable@camdenhousing.org

All invoices submitted for payment shall include the following information:

- Purchase Order Number
- Date

- Start and completion time.
- Line-item number with cost describing services rendered.
- Site name and unit address.
- Name of HACC representative who requested service.

HACC shall review and process invoices for payment pursuant to the solicitation. HACC net term is 30 days.

AWARD OF CONTRACT

Award of Contract, Rejection of Bid(s)

The contract shall be awarded, if at all, to the lowest responsible bidder as determined by the Housing Authority of the City of Camden, NJ. The Housing Authority of the City of Camden, NJ reserves the right to reject any or all bids pursuant to N.J.S.A. 40A:11-13.2, and to waive any informalities and to take such alternates that the HACC feels are in the best interests of the HACC. The HACC may at its option accept the lowest bid on each item and split awards among the various bidders who submit the lowest responsible bids. Pursuant to N.J.S.A. 40A:11-24, the Housing Authority of the City of Camden, NJ shall award the contract or reject all bids within sixty (60) days, noting the exception highlighted in the law.

Return of Contracts and Related Contract Documents--When required

Upon notification of award of contract by the Housing Authority of the City of Camden, NJ, the contractor shall sign and execute a formal contract agreement between the Housing Authority of the City of Camden, NJ and the contractor.

Purchase Order—considered to be a contract.

If a formal contract is not required by the Housing Authority of the City of Camden, NJ, an approved and signed Housing Authority of the City of Camden, NJ Purchase Order will constitute as a contractual agreement. When a formal contract is required, the contractor shall sign and execute said contracts and return the contracts with other required documents to the Purchasing Office.

Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of award by the Housing Authority of the City of Camden, NJ with the bid security becoming property of the Housing Authority of the City of Camden, NJ. The Housing Authority of the City of Camden, NJ reserves the right to accept the bid of the next lowest responsible bidder, in such a case.

Term of Contract

The contractor, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specifications on or before the date listed in the Technical Specifications.

Purchase Order Required; Notice to Proceed

No contractor or vendor shall proceed with any project, provide any service, or deliver any goods until he is in receipt of an approved purchase order authorizing work to begin or goods to be delivered.

DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The Housing Authority of the City of Camden, NJ will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development;

Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (www.state.nj.us/treasury/debarred).

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List--Excluded Parties List System—System for Award Management—SAM.gov

DELIVERY

FOB Destination, Freight Prepaid - The contractor, to whom the contract is awarded, retains title and control of goods and selects the carrier and is responsible for the risk of transportation; title passes to the Housing Authority of the City of Camden, NJ upon delivery and ownership by the HACC; the successful bidder pays and bears the costs of all freight and delivery charges listed below. The Housing Authority of the City of Camden, NJ recognizes two (2) types of delivery:

A. Inside Delivery

Items are to be delivered to a HACC location and taken off the truck by transportation carrier personnel and brought to a designated area inside a HACC facility or office building.

B. Spotted Delivery

Items are to be delivered to a HACC location and taken off the truck by transportation carrier personnel and brought to a designated area inside a HACC facility or office building. Transportation carrier personnel are responsible to then uncrate, setup, assemble items to determine good working order and remove all debris to the satisfaction of the Housing Authority of the City of Camden, NJ.

Contractors are cautioned to provide adequate personnel to deliver goods as none will be provided by the City. If a specialized person is needed to setup, assemble or erect item, such assembly shall be completed within five (5) business days of the actual delivery date. Failure to assemble, setup, or erect items within the stated time may result in a \$100.00 per day assessment against the bidder for each day items are not assembled, setup or erected.

The Housing Authority of the City of Camden, NJ will not be responsible for any extra delivery costs. All bid prices for materials, goods, and supplies shall include all shipping, freight, delivery and handling costs. Specific delivery instructions are provided in the General Specifications.

Please note! All packages, boxes, cartons etc., when delivered, must be plainly marked on the outside as to contents, and the Housing Authority of the City of Camden, NJ's purchase order number must be clearly printed on the packages, boxes, cartons, etc.

Delivery Guarantee

The contractor agrees to deliver the item(s) so listed in the bid specifications within the prescribed number of days also outlined in the bid specifications (if so noted). Failure to deliver the designated items within the prescribed period shall cause the Housing Authority of the City of Camden, NJ to deduct penalties as per the schedule listed in the general specifications.

The contractor shall deliver items Monday through Friday **9:00 a.m.** through **2:00 p.m.**

AFFIRMATIVE ACTION REQUIREMENTS

Each respondent shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. Appropriate evidence that the respondent is operating under an existing federally approved or sanctioned affirmative action program; or
- ii. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4; or
- iii. An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C.17:27-4.

Please note: A completed and signed Affirmative Action Questionnaire is required with submission of proposal. However, the HACC will accept in lieu of the Questionnaire, Affirmative Action Evidence stapled to the Affirmative Action Questionnaire form.

“If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27 et. seq.

AUTHORIZATION TO WORK – PURCHASE ORDER REQUIRED

No service shall be rendered unless the successful respondent receives an approved purchase order authorizing the respondent to render the service.

BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:32-44 as amended by P.L. 2004 – Chapter 57, all respondents shall submit with their proposal package a copy of their “New Jersey Business Registration Certificate” as issued by the Department of Treasury of the State of New Jersey. Failure to provide the New Jersey Business Registration Certification with the proposal package, or prior to the award of contract, will be cause for the rejection of the entire proposal.

GOODS AND SERVICES CONTRACTS

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) during the term of this contract, the contractor and its affiliates shall collect, remit, and notify all subcontractors and their affiliates that they must collect and remit to the Director of the New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained

under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

CONTRACTS

Upon notification of award of contract by the HACC, the successful respondent shall sign and execute a formal contract agreement with the HACC.

The successful respondent shall sign and execute said contract and return it together with documents required by the HACC such as but not limited to:

- Professional Liability Certificate;
- Criminal History Background evidence;
- Other required documents as may be outlined in the proposal specifications.

Within ten (10) days of receipt of notification of award of contract, the executed contracts and related documents must be returned to:

Mrs. Jasmine Kee
Purchasing Specialist
Housing Authority of the City of Camden
2021 Watson Street, 2nd Floor
Camden, NJ 08105

DOCUMENTS, MISSING/ILLEGIBLE

The respondent shall familiarize himself with all forms* provided by the HACC that are to be returned with the proposal. If there are any forms either missing or illegible, it is the responsibility of the respondent to contact the Purchasing Specialist at (856.968.2724) for duplicate copies of the forms. This must be done before the proposal submission. The HACC accepts no responsibility for duplicate forms that were not received by the respondent in time for the respondent to submit with his proposal.

DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

All documents returned to the HACC shall be signed with an original signature in ink (blue). Failure to sign and return all required documents with the proposal package may be cause for disqualification and for the proposal to be rejected pursuant to N.J.S.A. 40A:11-2:2(33) (non-responsive). The HACC will not accept facsimile or rubber stamp signatures.

*Forms provided by the HACC that must be returned with proposal.

- Submission Checklist
- Bid Form
- Affirmative Action Questionnaire or Affirmative Action Evidence
- Non-Collusion Affidavit
- Stockholders' Disclosure/ Ownership Declaration
- Contractor/Vendor Questionnaire and Certification
- Acknowledgement of Addenda
- Chapter 271 – Political Contribution Disclosure Form
- Prohibited Activities in Russia and Iran Investments

- HUD forms: 5369 A and C;
- Engagement Terms

***Please check your solicitation package for these forms!**

FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97(b)

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

INSURANCE AND INDEMNIFICATION – CERTIFICATE REQUIRED

Required

Not Required

The bidder to whom the contract is awarded for any service work or construction work, and when required by the Housing Authority of the City of Camden, NJ, shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below:

Commercial General Liability \$2,000,000 General Aggregate
 \$2,000,000 Products
 \$1,000,000 Personal Injury
 \$1,000,000 Each Occurrence Combined Single Limit
 for Bodily Injury and Property Damage

\$ 100,000 Pollution Cleanup
 \$ 50,000 Fire Damage
 \$ 5,000 Medical Expense

Insurance Limits Continued

Excess Umbrella Liability \$4,000,000
 \$1,000,000 Sexual Harassment

Comprehensive Automobile Liability Insurance
 \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage

(A) Insurance Certificate

- The contractor must present to the Housing Authority of the City of Camden, NJ an insurance certificate in the above types and amounts before any work or service begins.
- Automobile liability insurance shall be included to cover any vehicle used by the insured.
- The certificate holder shall be as follows:

Housing Authority of the City of Camden, NJ
 Attn: Purchasing Manager
 2021 Watson Street, 2nd Floor
 Camden, NJ 08105

d. Additional Insured Claim -- The contractor shall include the following clause on the insurance certificate.

“Housing Authority of the City of Camden, NJ is named as an additional insured”

OTHER INSURANCES

WORKERS COMPENSATION Evidence of adequate Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States, must be available for perusal. The minimum limits are the following, unless a greater amount is required by law:

Bodily Injury by Accident	\$1,000,000. Each Accident
Bodily Injury by Disease	\$1,000,000. Policy Limit
Bodily Injury by Disease	\$1,000,000. Each Employee

(B) Indemnification

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the HACC and its agents, employees and Board of Commissioners, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorney’s fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract and the performance by contractor of services under the contract or by a party for whom the contractor is liable.

This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

The Contractor is to assume all liability of every sort incident to the work, including property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor’s men.

The insurance certificate name as to the certificate holder shall be as follows:

The Housing Authority of the City of Camden
2021 Watson Street, 2nd Floor
Camden, NJ 08105

The insurance shall remain in full force during the term of contract.

INTERPRETATIONS AND ADDENDA

No interpretation of the meaning of the specifications will be made to any Respondent orally. Every request for such interpretations should be made in writing to the Purchasing Specialist and must be received at least ten (10) days prior to the date fixed for the opening of bids to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of written addenda to the specifications. The addenda will be provided in accordance with N.J.S.A. 40A11-23(c) to the respondents by certified mail or certified fax no later than seven

(7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids. All addenda so issued shall become part of the contract document.

POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – “PAY TO PLAY”

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the **New Jersey Election Law Enforcement Commission** pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity’s responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 or at www.elec.nj.us.

Award of Contract -- Reportable Contributions

The HACC will not vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L.1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to a member of the HACC Board of Commissioners during the preceding one (1) year period.

Contributions During Term of Contract –

Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to any member of the board of commissioners from any business entity doing business with the HACC are prohibited during the term of the contract.

When a business entity referred in 4.1(e) is a natural person, contribution by that person’s spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

Chapter 271 Political Contribution Disclosure Form – Required --

All respondents shall submit with their proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the HACC to determine whether the vendor is in compliance.

PRE-PROPOSAL MEETING

Applicable **Not Applicable**

A pre-proposal meeting has been scheduled as follows: **Wednesday, April 10, 2024, 10:30 a.m.**

All potential respondents are encouraged to attend this very important meeting.

SUBCONTRACTING; ASSIGNMENT OF CONTRACT

Contractors, services providers, and all vendors with whom the HACC has an executed contract may not subcontract any part of any work done or consign any contract for goods or materials for the board without first receiving written permission from the Purchasing Specialist.

SUBMISSION DEADLINE

The deadline to submit all BID Packages is:

Thursday, April 25, 2024, prior to 10:30 A.M.

Submissions received after the date and time noted above shall not be considered.

SUBMISSION OF BID PACKAGE – One (1) original

All BID Proposal Packages including the Letter of Transmittal and the Presentation Package are to be uploaded to the Housing Marketplace eProcurement website:

Respondents are to include:

- One original BID Package with original signature

TERMINATION OF CONTRACT

If the HACC determines that the contractor has failed to comply with the terms and conditions of the proposal and/or proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the HACC shall have the authority terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the HACC of the contract does not absolve the contractor from potential liability for damages caused to the authority by the contractor's breach of this agreement. The HACC may withhold payment due the contractor and apply same towards damages once established. The HACC will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor further agrees to indemnify and hold the Authority harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

WITHDRAWAL OF BIDS

Before the Proposal Due Date

The HACC may consider a written request from a respondent to withdraw a proposal if the written request is received by the Purchasing Specialist before the proposal due date. Any respondent who has been granted permission by the Purchasing Specialist to have his/her proposal withdrawn cannot re-submit a proposal for the same project.

After the Proposal Due Date

The HACC may consider a written request from a respondent to withdraw a proposal if the written request is received by the Purchasing Specialist within five (5) business days after the proposal opening. A request to withdraw a proposal after the specified number of days will not be honored. The respondent who wishes to withdraw a proposal must provide a certification supported by written factual evidence that an error or omission was made by the respondent and that the error or omission was a substantial computational error or an unintentional omission or both.

The request to withdraw a proposal after the proposal due date may be reviewed by the Purchasing Specialist, the interested administrators; and/or the HACC Attorney and a recommendation will be made to the HACC.

The HACC will be the final determining authority in permitting the proposal to be withdrawn.

QUESTIONS

All questions related to this BID shall be submitted in writing via the Housing Agency Marketplace:

Questions should be submitted by Wednesday, April 17, 2024, no later than 2:00 P.M.

Housing Authority of the City of Camden

ETHICS IN PURCHASING

Statement to Vendors

Recommendation of Purchases

It is the desire of the HACC to have all HACC employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

HACC officials and employees who recommend purchases shall not extend any favoritism to any vendor. Each recommended purchase should be based upon quality of the items, service, price, delivery, and other applicable factors in full compliance with N.J.S.A. 40A:11-1 et. seq.

Solicitation/Receipt of Gifts – Prohibited

HACC officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with the HACC or anyone proposing to do business with the HACC.

Vendor Responsibility

Offer of Gifts, Gratuities -- Prohibited

Any vendor doing business or proposing to do business with the HACC, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of the HACC or to any member of the official's or employee's immediate family.

Vendor Influence -- Prohibited

No vendor shall cause to influence or attempt to cause to influence, any official or employee of the HACC, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

Vendor Certification

Vendors or potential vendors will be asked to certify that no official or employee of the HACC or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of the HACC.

HOUSING AUTHORITY OF THE CITY OF CAMDEN

2021 Watson Street, 2nd Floor
Camden, NJ 08105

Jasmine Kee
PURCHASING SPECIALIST

TO: All Vendors

UNAUTHORIZED ORDERS

Official Notification

Authorized Purchases

The HACC only recognizes purchases made through the approved purchase order process. All purchases require a:

Written Purchase Order with a Purchase **Order Number**.

Unauthorized Purchases

Any HACC employee who orders and/or receives any materials, supplies or services without first going through the approved purchase order process has made an unauthorized purchase.

Vendors' Responsibility

- **Do NOT Honor Requests!**

Vendors are not to honor or accept any requests for goods or services unless the vendor receives a **written purchase order** with **authorized signatures** and a purchase **order number**.

- **Contact the Business Office!**

Please alert Mrs. Jasmine Kee, Purchasing Specialist at 856.968.2724 if any HACC employee attempts to place an order without an authorized purchase order.

- **You will NOT Get Paid!**

The HACC will not be held responsible for any unauthorized orders or purchases.

Authorized Signatures

The HACC will only recognize purchase orders signed by the Executive Director

***REQUIRED
DOCUMENTATION***

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Proposal Submission

Name of Business _____

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

OR

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

If a corporation owns all or part of the stock of the corporation or partnership submitting the proposal, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

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

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2__.

(Affiant)

(Notary Public)

My Commission expires:

(Print name & title of affiant)

(Corporate Seal)

AFFIDAVIT OF EQUAL OPPORTUNITY COMPLIANCE

(EOC)

STATE OF _____

COUNTY OF _____

_____ being first duly sworn deposes and says:
(Individuals Name)

THAT he/she is the party making a certain Proposal or Proposal dated _____2024 and for work in connection with **Lawn Care Maintenance Services** that such Proposal or Proposal is submitted with full knowledge and understanding of:

- (a) The Affirmative Action Compliance (AAC) requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27); and*
- (b) That in submitting such Proposal or Proposal the Respondent acknowledges that he/she must and will fulfill these requirements and that all statements in said Proposal or Proposal are true.*

SIGNATURE OF: Respondent, if the Respondent is an Individual; _____
 Officer, if the Respondent is a Corporation; _____
 Partner, if the Respondent is a Partnership. _____

Signature of Contractor

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

Notary Public

My Commission Expires: _____ 20____.

To be completed and returned with the proposal form.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- **Letter of Federal Affirmative Action Plan Approval**
- **Certificate of Employee Information Report**
- **Employee Information Report Form AA302**

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Company

Authorized Signature

Date

Form of Non-Collusion Affidavit

**A F F I D A V I T
(Prime Respondent)**

State of: _____

County of: _____

_____, being first duly sworn,
Deposes and says:

That he/she is _____

(owner, partner, officer of the firm of, etc.)

of the party making the foregoing proposal or proposal, that such proposal or proposal is genuine and not collusive or sham, that said respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any respondent or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposal/proposal price of affiant or of any respondent, or to fix any overhead, profit or cost element of said proposal/proposal price, or of that of any other respondent, or to secure any advantage against the **HACC** or any person interested in the proposed contract; and that all statements in said proposal or proposal are true.

Signature of Respondent, if the respondent is an Individual;

Signature of Partner, if the respondent is a Partnership;

Signature of Officer, if the respondent is a Corporation;

Subscribed and sworn to before me

this _____ day of _____ 20_____.

My commission expires _____ 20_____.

RESPONDENT'S AFFIDAVIT

(This Affidavit is part of the Proposal)

State of _____

County of _____

being duly sworn, deposes and says that he resides at

_____ that he is the

_____ who signed the

(give title)

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

Subscribed and sworn to before me at

this _____ day of _____ 20____

Signature of Respondent (Seal)

Notary Public

My Commission Expires

STATEMENT OF COMPLIANCE

This is to certify that all persons employed by the undersigned will be paid full weekly wages earned, less permissible deductions for income taxes, social security, etc., and that no rebates have been or will be made either directly or indirectly to the under-signed from the full weekly wages earned by any person in its employ, and further that all employees will be paid as defined in Regulations, Part 3, (29 CFR Part 3) issued by the Secretary of Labor under the Copeland Act, as amended (43 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 contained in said payroll for laborers, and mechanics pursuant to the Contract under which such work was performed; and that the classification set forth for each laborer or mechanic conforms with the work he performed.

SIGNATURE _____

TITLE _____

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

The contractor and the HACC, NJ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Signature _____ **Title** _____ **Date** _____

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on Vendors and all sub Vendors that **knowingly** provide goods or perform services for Vendors fulfilling this contract:

- 1) The Vendors shall provide written notice to its sub Vendors and suppliers to submit proof of business registration to the Vendors;
- 2) Sub Vendors through all tiers of a project must provide written notice to their sub Vendors and suppliers to submit proof of business registration and sub Vendors shall collect such proofs of business registration and maintain them on file;
- 3) Prior to receipt of final payment from a contracting agency, a Vendors must submit to the contacting agency an accurate list of all sub Vendors and suppliers or attest that none was used; and,
- 4) During the term of this contract, the Vendors and its affiliates shall collect and remit, and shall notify all sub Vendors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A Vendors, sub Vendors or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

THESE ARE **SAMPLES** OF THE ONLY ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE
HACC.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS


DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#: 970-097-382/500
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 01/01/01
FORM-BRC(08-01)

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 0107330
ISSUANCE DATE: 07/14/04

John S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

 STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful respondent's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful respondent shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____

SIGNATURE _____

PRINT NAME: _____

TITLE: _____

DATE: _____

To be completed and signed below. Return with Proposal Form

AFFIRMATIVE ACTION QUESTIONNAIRE

BID 2024-17

Date: Thursday, April 25, 2024

This form is to be completed and returned with the proposal. However, the HACC will accept in lieu of this Questionnaire, Affirmative Action Evidence Employee Information Report stapled to this page.

1. Our company has a federal Affirmative Action Plan approval.

Yes No

If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a N.J. State Certificate of Employee Information Report

Yes No

If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered “**NO**” to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance: www.state.nj.us/treasury/contract/compliance/

- Click on “Employee Information Report”
- Complete and submit the form with the appropriate payment to:

Department of Treasury
Division of Public Contracts/EEO Compliance
P.O. Box 209
Trenton, NJ 08625-0002

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the HACC within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

I certify that the above information is correct to the best of my knowledge.

Name: _____

Signature _____

Title _____ Date _____

Name of Company _____

Address _____

City, State, Zip _____

INSTRUCTIONS FOR COMPLETING THE
EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOUR ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)**

TO: NJ Department of the Treasury
Division of Public Contracts Equal Employment Opportunity Compliance
P.O. Box 206
Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

Housing Authority of the City of Camden

2021 Watson Street, 2nd Floor

Camden, NJ 08105

Chapter 271

Political Contribution Disclosure Form

(Contracts that Exceed \$17,500.00)

Ref. N.J.S.A. 52:34-25

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>

The Business Entity may attach additional pages if needed.

No Reportable Contributions (Please check (✓) if applicable.)

I certify that _____ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify, that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative HACC in which that public entity is located or, when the public entity is a county, of any legislative HACC which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

P.L. 2005,c271

Page 2

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:
40A:11-51

1.

- a. A county, municipality, independent district, Board of Education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts therefrom to business entities that have made a contribution pursuant to P.L.1973, c.83 (C.19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L.2004, c.19 (C. 19:44A-20.2 et al.) and section 22 of P.L.1973, c.83 (C.19:44A-22).
- b. The provisions of P.L.2004, c.19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L.2004, c.19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.
- c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

52:34-25

2.

- a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent district, Board of Education, or fire district shall require any business entity proposing thereon or negotiating therefore, to submit along with its proposal or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent district, other than an independent district that is a State agency, Board of Education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

- b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

- c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, HACC, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, Board of Education, bureau or commission within or created by the Legislative Branch, and any independent State district, commission, instrumentality or agency.

- d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13

3.

- a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.
- b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:
- (1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;
 - (2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and
 - (3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.
- c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.
- d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any

political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

- e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

* Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40A:11-51 and to N.J.S.A. 52:34-25.

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26**

County Name: Camden

State: Governor, and Legislative Leadership Committees

Legislative District #: 4, 5, 6, & 7

State Senator and two members of the General Assembly per district.

County:

Freeholders County Clerk Sheriff Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

Audubon Borough	Gloucester City	Pennsauken Township
Audubon Park Borough	Gloucester Township	Pine Hill Borough
Barrington Borough	Haddon Heights Borough	Pine Valley Borough
Bellmawr Borough	Haddon Township	Runnemede Borough
Berlin Borough	Haddonfield Borough	Somerdale Borough
Berlin Township	Hi-Nella Borough	Stratford Borough
Brooklawn Borough	Laurel Springs Borough	Tavistock Borough
Camden City	Lawnside Borough	Voorhees Township
Cherry Hill Township	Lindenwold Borough	Waterford Township
Chesilhurst Borough	Magnolia Borough	Winslow Township
Clementon Borough	Merchantville Borough	Woodlynne Borough
Collingswood Borough	Mount Ephraim Borough	
Gibbsboro Borough	Oaklyn Borough	

Boards of Education (Members of the Board):

Audubon Borough	Gibbsboro Borough	Pennsauken Township
Audubon Park Borough	Gloucester City	Pine Hill Borough
Barrington Borough	Gloucester Township	Pine Valley
Bellmawr Borough	Haddon Heights Borough	Runnemede Borough
Berlin Borough	Haddon Township	Somerdale Borough
Berlin Township	Haddonfield Borough	Sterling High HACC
Black Horse Pike Regional	Hi Nella	Stratford Borough
Brooklawn Borough	Laurel Springs Borough	Tavistock
Camden City	Lawnside Borough	Voorhees Township
Cherry Hill Township	Lindenwold Borough	Waterford Township
Chesilhurst	Magnolia Borough	Winslow Township
Clementon Borough	Merchantville Borough	Woodlynne Borough
Collingswood Borough	Mount Ephraim Borough	
Eastern Camden County Regional	Oaklyn Borough	

(continued on next page)

Fire Districts (Board of Fire Commissioners):

Berlin Township Fire District No. 1
Cherry Hill Fire District No. 13
Gloucester Township Fire District No. 1
Gloucester Township Fire District No. 2
Gloucester Township Fire District No. 3
Gloucester Township Fire District No. 4
Gloucester Township Fire District No. 5
Gloucester Township Fire District No. 6
Haddon Township Fire District No. 1
Haddon Township Fire District No. 2
Haddon Township Fire District No. 3
Haddon Township Fire District No. 4
Lindenwold Borough Fire District No. 1
Pine Hill Borough Fire District No. 1
Voorhees Township Fire District No. 3
Winslow Township Fire District No. 1

STANDARD BID DOCUMENT REFERENCE

Name of Form	COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN					
Statutory Reference	P.L. 2022, c. 3 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. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran. Before a goods and services contract can be entered into, 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 Russia or Belarus pursuant to P.L. 2022, c. 3 (" Russia-Belarus list ") or 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.

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if 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 <Name of Contracting Unit> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <Name of Contracting Unit> to notify the <Name of Contracting Unit> 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. 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 <Name of Contracting Unit> and that the <Name of Contracting Unit> at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

Vendor Questionnaire/Certification
Lawn Care Maintenance Services

Name of Company _____

Street Address _____ PO Box _____

City, State, Zip _____

Business Phone Number (____) _____ Ext. _____

Emergency Phone Number (____) _____

FAX No. (____) _____ E-Mail _____

FEIN No. _____

Years in Business _____ Number of Employees _____

References – List work previously done for Housing Authorities in New Jersey first, if none, list other references

<u>Name of Authority</u>	<u>Address</u>	<u>Contact Person/Title</u>	<u>Phone</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Vendor Certification

Direct/Indirect Interests

I declare and certify that no member of the HACC, nor any officer or employee or person whose salary is payable in whole or in part by said authority or their immediate family members are directly or indirectly interested in this proposal or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a HACC member, employee, officer of the HACC has an interest in the proposal, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other thing of value to any HACC official, HACC Board member or employee of the HACC.

I certify that I am not an official or employee of the HACC.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

President or Authorized Agent

Signature

CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES

HUD-69

HUD-621B Part II - Terms and Conditions

1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Local Public Agency shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Local Public Agency, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Local Public Agency for damages sustained by the Local Public Agency by virtue of any breach of the Contract by the Contractor, and the Local Public Agency may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Local Public Agency from the Contractor is determined.

2. Termination for Convenience of Local Public Agency. The Local Public Agency may terminate this Contract any time by a notice in writing from the Local Public Agency to the Contractor. If the Contract is terminated by the Local Public Agency as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made: Provided, however, that is less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Section 1 hereof relative to termination shall apply.
3. Changes. The Local Public Agency may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Local Public Agency and the Contractor, shall be incorporated in written amendments to this Contract.
4. Personnel
 - a) The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Local Public Agency.
 - b) All the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - c) No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.
5. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of labor pursuant to the "Anti-Kickback Act" of June 13, 1994 (48 Stat. 948; 62 Stat. 740; 63 Stat.108; title 18 U.S.C., section 874; end title 40 U.S.C., section 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations, appropriate provisions in all subcontracts covering work under this contract to insure compliance by subcontractor, and shall be responsible for the submission of affidavits required of subcontractors there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. Withholding of Salaries. If, in the performance of this Contract, there is any underpayment of salaries by the Contractor or by any subcontractor there under, the local public Agency shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Local Public Agency for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
7. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Contractor to the local public Agency for the latter's decision which shall be final with respect thereto.
8. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:
 - a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employees, and that employees are treated during employment, without regard to their race, color, religion, sex, 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the local public Agency setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employee placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - b) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
9. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.
10. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.
11. Subcontracting. None of the services covered by this Contract shall be subcontracted without the prior written consent of the Local Public Agency. The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.
12. Assign ability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of the Local Public Agency: Provided, however that claims for money due or to become due the Contractor from the Local Public Agency under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Local Public Agency.
13. Interest of Members of Local Public Agency. No member of the governing body of the Local Public Agency, and no other officer, employee, or agent of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the Project, to which this Contract pertains, shall have any personal interest, direct or indirect, in this contract.

14. Interest of Other Local Public Officials. No member of the governing body of the locality in which the Project Area is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.
15. Interest of Certain Federal Officials. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise here from.
16. Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above-described Project Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
17. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Local Public Agency.

SECTION 3 CLAUSE

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

- J. 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-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.
- K. The undersigned parties hereby 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.
- L. 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 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.
- M. 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.
- N. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- O. 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.
- P. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

HOUSING AUTHORITY OF THE CITY OF CAMDEN
SECTION 3 BUSINESS CERTIFICATION FORM

HACC

Business Name _____

Address: _____

Phone Numbers: _____ and _____
Area code Number Area code Number

Email _____

I. Intent and Identification of Section 3 Business Concerns

*The HACC, its contractors and subcontractors shall direct their efforts to award contracts to Section 3 Business Concerns in the following order of priority: **Please indicate what Category your business qualifies for under Section 3 by initialing the appropriate category.***

Category 1 Section 3 Business Concerns - Business concern that is 51 percent or more owned by residents **living in properties owned by the HACC including Ablett Village, Kennedy Tower, Westfield Tower and Mickle Tower, Baldwin’s Run Senior, Baldwin’s Run Phase I, Baldwin’s Run Phase II, Baldwin’s Run Phase III and Chelton Terrace Phase I and Phase II** or, whose full-time permanent workforce includes 30 percent of these persons as employees. Initial Here

Category 2 Section 3 Business Concerns - HUD Youth Build programs being carried out in City of Camden. Initial Here

Category 3 Section 3 Business Concerns – Business concern That is 51 percent or more owned by low income residents from City of Camden, or whose permanent, full-time workforce includes no less Than 30 percent low income residents of City of Camden, or That subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in Category 1 and 2 businesses above. Initial Here (Please either complete the employee matrix on page 3 listing permanent employees identifying those That are claiming Section 3 Status or list of sub-contracted Section 3 Business(es) and subcontract amount)

Category 4 Section 3 Business Concerns – Business concern That is 51 percent or more owned by low income residents from Atlantic County, or whose permanent, full-time workforce includes no less Than 30 percent low income residents of Atlantic County, or That subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in Category 1, 2 and 3 businesses above. Initial Here (Please either complete the employee matrix on page 3 listing permanent employees identifying those That are claiming Section 3 Status or list of sub-contracted Section 3 Business(es) and subcontract amount)

II. Business Information

Business Form: Corporation Partnership Limited Liability Company
 Sole Proprietorship Joint Venture

Year Business Opened: _____

Brief Description of Product or Services:

Currently Insured: Yes _____ No _____

III. MBE/WBE/SBE CERTIFICATION(S)

MBE WBE SBE

Can you provide supporting documentation for these certification(s) Yes _____ No _____

IV. Certification

I hereby certify That the informtion provided above is accurate. I acknowlege That any false statements made knowingly and willfully may subject me to penalties under Section 1001 and 1010 of Title 18 of the United States Code. (Criminal Code and Criminal Proceedure, 72 Stat. 967)

Note: to be certified you must indicate your category of eligibility in the space provided)

Name and Title (Print)

(Signature)

**The Housing Authority of the City of Camden
2021 Watson Street, 2nd Floor
Camden, NJ 08105**

Bid Form

Lawn Care Maintenance Services

The respondent by signing this proposal form, acknowledges that he/she has carefully examined the proposal specifications and documents; and further acknowledges he/she understands and is able to render the scope of activity and services outlined in the proposal

Name _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Federal Tax ID Number _____

Phone Number () _____ Extension _____

Fax No. () _____ E-Mail _____

Authorized Agent _____ Title _____

Agent's Signature _____ Date _____

All bids must be received no later than **10:30 A.M. Thursday, April 25, 2024**. All bids are to be uploaded to the Housing Agency Marketplace eProcurement website.

BID PRICE PROPOSAL

Housing Authority of the City of Camden
2021 Watson Street, 2nd Floor
Camden, NJ 08105

RE: **Lawn Care Maintenance Services**

Bid #2024-17

_____ (Entity Name), intends to provide all required and necessary equipment and services, as stated in the Proposal Performance Specifications (Scope of Work), for the Housing Authority of the City of Camden (HACC), for the contract period, at the rate or price(s) quoted below.

The proposed fees shall be submitted by the bidder and received by the Agency where provided on the eProcurement Marketplace only. Any and all exceptions should be listed in the area designated for “exceptions” below.

(Please Print)

Signature: _____ Date: _____

Name of Authorized Agent

Signature

Title

Date

ENGAGEMENT TERMS

- By agreeing to accept these engagement terms, the firm signifies that no actual or potential conflicts of interest exist, and the firm agrees to notify the HACC immediately if any conflicts develop.
- All invoices generated for services rendered, shall reflect prices quoted in the firm's BID. Invoices shall specify the name of each staff and the applicable monthly rate.
- Cost and efficiency should be considered in the transmittal of information. Electronic transmission of information is preferred.
- The HACC shall be invoiced for services rendered during the preceding month. By the firm's acceptance of these terms, the firm agrees that the HACC will not be obliged to pay any invoices for fees or disbursements rendered more than 60 days from the last day of the month in which they incurred.
- Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of New Jersey, or any local government agency within or outside the State of New Jersey.
Yes No
- If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HACC?
Yes No
- If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

Agent's Signature: _____ Date: _____

Telephone No. () _____ E-Mail _____

**HOUSING AUTHORITY OF THE CITY OF CAMDEN (HACC)
SUBCONTRACTOR UTILIZATION FORM**

INSTRUCTIONS

Any respondent intending to subcontract any parts of a contract with the Housing Authority of the City of Camden (HACC) must complete a **Notice of Intent to Subcontract** and a **Subcontractor Utilization Plan**.

Respondents are instructed to list **all** proposed subcontractors on the Plan. Any respondent intending to subcontract that does not complete a Notice of Intent to Subcontract and a Subcontractor Utilization Plan may be subject to rejection of its proposal as non-responsive.

IF RESPONDENT INTENDS TO UTILIZE SUBCONTRACTORS, FAILURE TO COMPLETE AND SUBMIT THIS FORM WITH PROPOSAL MAY RESULT IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.

BID TITLE: _____

PROPOSAL OPENING DATE: _____

RESPONDENT NAME & ADDRESS:

RESPONDENT CONTACT PERSON & PHONE:

Instructions: List all businesses to be used as subcontractors. Attach copies for extended lists.

Subcontractor's Name, Address, Telephone and Vendor ID Number	Type(s) of Goods or Services to be Provided	Estimated Value of Subcontract(s)

I hereby certify that this Subcontractor Utilization Plan is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on this Plan, in writing, if the award is granted to my firm, and shall make all documentation available to the HACC upon request.

I further certify that all information contained in this Plan is true and correct and I acknowledge that the HACC will rely on the truth of the information in awarding the contract.

Authorized Signatory for Respondent

Title

Date

HOUSING AUTHORITY OF THE CITY OF CAMDEN (HACC)
NOTICE OF INTENT TO SUBCONTRACT FORM

THIS FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH RESPONDENT'S PROPOSAL. FAILURE TO SUBMIT THIS FORM MAY BE CAUSE FOR REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.

BID TITLE: _____

PROPOSAL OPENING DATE: _____

RESPONDENT'S NAME AND ADDRESS:

INSTRUCTIONS: PLEASE CHECK ONE OF THE STATEMENTS BELOW

_____ If awarded this contract, I will engage subcontractors to provide certain goods and/or services.

ALL RESPONDENTS THAT INTEND TO ENGAGE SUBCONTRACTORS SHALL ALSO SUBMIT A SUBCONTRACTOR UTILIZATION PLAN FORM WITH THEIR PROPOSAL.

_____ If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.

ALL RESPONDENT'S THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS CERTIFY AS FOLLOWS: I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, I will submit the Subcontractor Utilization Plan to the HACC for approval, in advance of any such engagement.

Authorized Signatory for Respondent

Title

Date

Housing Authority of the City of Camden

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____