

GUTTENBERG HOUSING AUTHORITY

NOTICE

REQUEST FOR PROPOSALS FOR ELEVATOR MAINTENANCE SERVICES

Under a Fair and Open Process in Accordance with
N.J.S.A. 19:44A-20.4 et. seq.

PROPOSALS MUST BE SUBMITTED BY

11:00 a.m. on November 14, 2018 to:

MR. CARL S. CZAPLICKI, JR.
EXECUTIVE DIRECTOR
GUTTENBERG HOUSING AUTHORITY
6900 BROADWAY
GUTTENBERG, NEW JERSEY

Request for Proposals

Proposals for Elevator Maintenance Services will be received by the Guttenberg Housing Authority (“GHA”), 6900 Broadway Guttenberg, N.J. 07093, until **11:00 a.m.** on **November 14, 2018.**

The RFP documents can be requested from the GHA by calling Sandra Torres at (201) 861-0900.

An original and one (1) copy of the proposal must be submitted in a sealed package to the GHA. The package must be clearly marked with the words “Proposal for Elevator Maintenance Services”. All proposals must be received at the address and by the deadline listed above.

All responses submitted are subject to these instructions and to the Instructions to the Offerors, Non-Construction form HUD 5369-B.

The GHA reserves the right to reject any and all proposals and/or to waive any informality in the responses. No proposals may be withdrawn within sixty (60) days after the submission deadline.

1. PURPOSE

The Housing Authority of the Town of Guttenberg (hereinafter the “Housing Authority”) is a public housing authority with administrative offices located at 6900 Broadway, Guttenberg, New Jersey 07093. The Housing Authority provides quality, affordable housing to low-income families and seniors through its Public Housing and Section 8 Housing Choice Voucher Programs.

In accordance with applicable Federal and State of New Jersey requirements, the Housing Authority is currently accepting proposals for **Elevator Maintenance Services**. It is the Housing Authority’s desire to retain the services of a qualified elevator maintenance company for a period of five (5) years.

All services must be provided in accordance with applicable international, federal, state, and local statutes, rules, regulations, ordinances, orders, and codes (including but not limited to American Society of Mechanical Engineers (“AMSE”) codes and standards and the rules, orders, directives, and regulations promulgated by the United States Department of Housing and Urban Development (“HUD”)).

2. SCOPE OF SERVICES

The successful respondent shall be required to provide the full range of elevator maintenance services for each of the Housing Authority’s six (6) elevators. The elevators are distributed as follows: 400 68th Street – 1 device; 6900 Broadway – 2 devices; 136 69th Street – 1 device; 7005 Kennedy Boulevard East – 2 devices. Each elevator system shall be inspected and maintained in accordance with AMSE 17.1 requirements.

The Scope of Services shall include, but not be limited to, the following for each elevator system:

- a. Complete monthly elevator inspection and maintenance tasks including the following:
 1. Clean, adjust, and lubricate all hoist way limit switches.
 2. Service governor and governor tension device.
 3. Clean, adjust, and lubricate the door operator, car door track, hangers, clutch, restrictor, and drive linkage.
 4. Secure the top emergency exit and verify it is easily opened in case of entrapment.
 5. Clean, adjust and lubricate all hall door tracks, hangers, interlocks, and closers; make all self-closing.
 6. Clean top of car, machine room and pit.
 7. Verify all signals work and replace parts as needed.
 8. Confirm communication works as per code.
 9. Clean and inspect safety apparatus.
 10. Check and lubricate brake assembly.
 11. Replace any worn carbon brushes or contacts.
 12. Test overloads and replace any fuses that are not readily identifiable or legible.

- b. Complete all other required elevator inspection and maintenance tasks in accordance with all local, state and federal ordinances, regulations and laws.
- c. Preparation of a service report, including any report deficiencies for each site visit performed.
- d. Promptly respond to service calls, as needed.
- e. Subject to the Housing Authority's written approval, make all necessary repairs to maintain elevator in good operating condition.

3. QUALIFICATIONS

In addition to the ability to perform all of the above, all respondents shall meet the following minimum requirements:

- A. Is authorized to do business in the State of New Jersey.
- B. Has the capability to provide the full scope of services described herein.
- C. Has never, at any time, been suspended, debarred, declared ineligible, or voluntarily excluded by the U.S. Department of Housing and Urban Development, the U.S. Department of Justice, the U.S. General Services Administration, the U.S. Internal Revenue Service, or any other federal agency or the Federal Government, and/or the N.J. Department of Labor, or any other state agency or the State of New Jersey.

Failure to meet any of the foregoing qualifications is considered a material defect and shall result in the disqualification of the Respondent.

4. SUBMISSION OF PROPOSALS

All prospective respondents are invited and strongly encouraged to do a pre-submission walkthrough of the Housing Authority properties during the week of **October 29, 2018 ending November 2, 2018**. Please call **Sandra Torres at 201-861-0900 ext. 105** to schedule the walk through.

All Proposals must be sealed and received by the Housing Authority (via mail or hand-delivery only) no later than **11:00 a.m. on November 14, 2018** at the following address:

Guttenberg Housing Authority
6900 Broadway
Guttenberg, NJ 07093
Attn: Mr. Carl S. Czaplicki, Jr., Executive Director

The sealed envelope must be marked “Proposal for Elevator Maintenance Services”.

5. PROPOSAL REQUIREMENTS

- A. Proposals shall be submitted on the company letterhead and signed by the owner or an executive officer of the company. Respondents should demonstrate how and why their services meet the Housing Authority’s needs and qualification requirements. Respondents should also provide a history of the business and identify any public housing authorities or other public entities that the business has provided elevator maintenance services to over the past ten (10) years.
- B. **Proposed Costs** – Respondents are required to specify all proposed costs and charges for elevator maintenance services for each year of service. The fee shall be broken down as follows: (1) flat fee for regular inspections and maintenance; and (2) hourly rate for service calls and repair work. No markup shall be permitted for any replacement parts used in repairs.
- C. **Required Documentation** – Each respondent shall submit the following documents as part of their formal proposal:
 - a) Proposal Checklist
 - b) Acknowledgement of Addenda
 - c) HUD-5369C – Certification and Representations of Offerors
 - d) Certification Non-Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - e) Non-Collusion Affidavit
 - f) Statement of Corporate Ownership
 - g) Affirmative Action Compliance Notice
 - h) New Jersey Business Registration Certificate
 - i) New Jersey Elevator Mechanic License
 - j) Certificate of Insurance
- D. **Insurance** – Respondents shall possess the following insurance coverages:
 - a) Worker’s Compensation Insurance: all aspects of coverage (including but not limited to scope and amount of coverage) must be in accordance with New Jersey Worker’s Compensation laws;
 - b) Automobile Liability Insurance: must cover all owned, non-owned, and hired vehicles used in connection with the Agreement in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage;
 - c) Comprehensive General Liability Insurance: must be in an amount not less than \$1,000,000 per occurrence or \$2,000,000 aggregate, with a deductible per claim not to exceed \$10,000. The property and casualty section must specifically identify the Corporation’s property as being covered by the Policy; and

- d) Errors and Omissions Liability Insurance: must be in an amount not less than \$1,000,000 per occurrence.

Failure to provide any of the above documentation at the time of submission may be considered a fatal defect warranting rejection of the proposal.

6. PROPOSAL REVIEW

A. All proposals will be reviewed in accordance with the “Competitive Proposal” process outlined in the HUD Procurement Handbook 7460.8 Rev-2 and HUD Notice PIH-90-47, as well as the Housing Authority’s evaluation criteria.

B. Proposals shall be evaluated based upon the selection criteria detailed below:

Evaluation Criteria	Weighting (Maximum Points)
Qualifications and Experience providing Elevator Maintenance Services generally	30
Experience providing Elevator Maintenance Services to New Jersey public entities including Public Housing Authorities	30
Capability to provide the full scope of requested services	20
Reasonableness of Proposed Fee(s)	20
TOTAL	100

C. The Housing Authority reserves the right to waive any informality and to reject any and all proposals. No Proposal may be withdrawn for sixty (60) days after the due date. Proposals may be withdrawn prior to the due date either in person or by mail.

7. POST-AWARD ITEMS

A. Prevailing Wage: Any and all persons employed on this job shall be subject to HUD Determined Prevailing Wages. The Contractor shall be required to provide weekly certified payrolls to the GHA upon any request for payment and all employees on the job shall be subject to random HUD-11 interviews to verify payment of prevailing wages. The

Contractor shall ensure that this requirement is factored in as part of its proposal and no change orders will be accepted at a later date for failure to comply with this provision.

- B. 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. The Contractor agrees to comply with 24 CFR part 135 and certifies, by the submission of its proposal, that it is under no contractual or other impediment which would prevent it from complying with the regulations thereunder.
- C. The successful respondent will be required to execute the Housing Authority's contract within seven (7) days of receiving the notice of award.

Fee Proposal Form

Year 1

_____ Flat fee for regular inspections and maintenance

_____ Hourly rate for service calls and repair work

Year 2

_____ Flat fee for regular inspections and maintenance

_____ Hourly rate for service calls and repair work

Year 3

_____ Flat fee for regular inspections and maintenance

_____ Hourly rate for service calls and repair work

Year 4

_____ Flat fee for regular inspections and maintenance

_____ Hourly rate for service calls and repair work

Year 5

_____ Flat fee for regular inspections and maintenance

_____ Hourly rate for service calls and repair work

Signature of Respondent: _____ Date: _____

Printed Name/Title: _____

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

The contractor and the Housing Authority of the Town of Guttenberg, (hereafter “owner”) do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12131-12134), as amended by the ADA Amendments Act of 2008, 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.

MANDATORY AFFIRMATIVE ACTION LANGUAGE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)

Goods, Professional Service and General Service Contracts

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor 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 AA-302

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

ACKNOWLEDGEMENT OF ADDENDA

The respondent hereby acknowledges receipt of the following Addenda to the request for proposals:

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

Signature of Respondent's Agent

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

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

I am _____ of the firm of _____,
(title or position) (name of firm) the respondent
submitting this Proposal in response to the Request for Proposals entitled
_____, and that I execute said proposal with full authority
(title of Request for Proposal)

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

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

Signature of Respondent: _____ Date: _____

Subscribed and sworn before me this ____ day of
_____, 2018

(Notary Public)

STATEMENT OF CORPORATE OWNERSHIP

Name of Business _____

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: _____

Home Address: _____

% of Ownership: _____

Name: _____

Home Address: _____

% of Ownership: _____

Name: _____

Home Address: _____

% of Ownership: _____

Name: _____

Home Address: _____

% of Ownership: _____

Signature of Respondent: _____ Date: _____

Subscribed and sworn before me this ____ day of _____, 2018

(Notary Public)

**CERTIFICATION REGARDING NON-DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

State of New Jersey
County of _____

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

_____ and/or its principals have never, at any time, been suspended,
(name of firm)
debarred, declared ineligible, or voluntarily excluded by the Department of Housing and Urban
Development, the Department of Justice, the General Services Administration, the Internal
Revenue Service, or any other federal agency or the Federal Government, and/or the New Jersey
Department of Labor or any other state agency or the State of New Jersey.

Subscribed and sworn to before me this day _____
Date

Signature

(Type or print name of affiant under signature)

Notary public of _____

My Commission expires _____
(Seal)

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 and 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 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 successor vendor(s) must submit the copies of the AA 302 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 vender.

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: _____

DOCUMENT CHECKLIST

**Initial each
required entry
Submission Requirement and if required submit the item**

One Original and One Copy of Entire Proposal	
Support for Qualifications	
Support for Evaluation Factors	

References and Resumes	
Fee Proposal Form	
Acknowledgement of Addenda	
Statement of Corporate Ownership	
Non-Collusion Affidavit	
Certification Regarding Non-Debarment	
State of New Jersey Business Registration Certificate	
State of New Jersey Elevator Mechanic License	
Form HUD-5369-C	
Certificate of Insurance	
Affirmative Action Compliance Notice and Documentation	

HOUSING AUTHORITY OF THE TOWN OF GUTTENBERG

NON-CONSTRUCTION CONTRACT

THIS AGREEMENT made on _____, by and between _____, having its principal place of business at _____ (hereinafter called the “CONTRACTOR”) and the **HOUSING AUTHORITY OF THE TOWN OF GUTTENBERG**, with an office at 6900 Broadway, Guttenberg, New Jersey 07093 (hereinafter called the “HOUSING AUTHORITY”).

WHEREAS, the Housing Authority has determined that it is in need of elevator maintenance services; and

WHEREAS, in accordance with the Local Public Contracts Law and federal procurement regulations, the Housing Authority issued a Request for Proposals for elevator maintenance services; and

WHEREAS, following a thorough analysis of all proposals received by the submission deadline of _____, the Housing Authority determined that _____

submitted the proposal most advantageous to the Housing Authority, price and other factors considered; and

WHEREAS, both the Housing Authority and the Contractor desire to enter into this Agreement for the Contractor to provide elevator maintenance services; and

WHEREAS, both the Housing Authority and the Contractor shall comply with all applicable statutes, rules, regulations, and orders of HUD, the State of New Jersey, and the Town of Guttenberg, which are deemed incorporated herein by reference;

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

ARTICLE 1: Statement of Work. The Contractor shall furnish all labor, materials, tools, supplies, and equipment and shall faithfully perform all work as is stated herein or incorporated by reference and made a part hereof, within the time period established, in strict accordance with the Request for Proposals as well as all conditions, covenants, stipulations, terms and provisions which are required for the services.

ARTICLE 2: Contract Term. This Contract shall be effective on the date first listed above and shall terminate, if not otherwise terminated pursuant to the termination provisions set forth in the Special Conditions, after a term of five (5) years.

ARTICLE 3: Contract Price. The Contractor's compensation for the services provided according to the terms of this Contract shall be _____.

ARTICLE 4. Payment. The Contractor shall submit detailed monthly invoices which identify all services performed and contain a full cost breakdown for all such services. The invoices shall be reviewed for payment approval by the Housing Authority's Executive Director.

ARTICLE 5. Contract Documents. Contract Documents shall consist of the following component parts:

1. This Instrument;
2. HUD General Conditions (HUD-5370-C);
3. Special Conditions (amending the General Conditions);
4. Request for Proposals;
5. Contractor's Proposal as received by the Housing Authority on _____;
and
6. Addenda (if any).

This instrument, together with the documents enumerated in this Article, form the Contract and they are as fully a part of the Contract as if hereto attached or hereto repeated. In the event that any provision in one of the component parts of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by giving precedence in the following order: (1) Addenda; (2) Special Conditions; (3) This Instrument; (4) HUD General Conditions; (5) Request for Proposals; (6) Contractor's Proposal.

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

Housing Authority of the Town of Guttenberg

Dated:

Carl S. Czaplicki Jr.
Executive Director

(Contractor)

Dated:

(name)
(title)

HOUSING AUTHORITY OF THE TOWN OF GUTTENBERG

SPECIAL CONDITIONS

The General Conditions are hereby modified to include the following:

ARTICLE 1. DEFINITIONS

New Paragraph 9 is hereby added to the General Conditions:

SECTION 1.01 “CONTRACTOR” shall mean the person or other entity entering into the contract with the Housing Authority to perform all of the work required under the contract. This term not only includes the corporate entity itself, but any of its individual representatives, employees, agents, etc. The Contractor is hereby designated, within the terms of this Contract, as _____ and its permitted successors and assigns.

SECTION 1.02 “SUBCONTRACTOR” shall mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials in connection with the Services, whether directly or indirectly, on behalf and/or under the direction of the Contractor.

SECTION 1.03 “PHA” or “OWNER” or “HOUSING AUTHORITY” shall mean and refer to the Housing Authority of the Town of Guttenberg.

SECTION 1.04 “CONTRACTING OFFICER” shall mean the person delegated the authority by the Housing Authority to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The Contracting Officer is hereby designated, within the terms of this Contract, as Carl S. Czaplicki Jr., the Housing Authority’s Executive Director. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the Housing Authority in all dealings with the Contractor.

SECTION 1.05 “HUD” shall mean and refer to the United States Department of Housing and Urban Development. **SECTION 1.07 “WORK” OR “SERVICES”** shall mean and refer to elevator maintenance.

ARTICLE 2. CONTRACTOR’S RESPONSIBILITIES

New Paragraph 10 is hereby added to the General Conditions:

SECTION 2.01 The Contractor shall furnish all of the services, labor, materials, tools, equipment, supplies, and transportation necessary for the performance of elevator maintenance. All services shall be accomplished at the direction of and to the satisfaction of the Housing Authority.

SECTION 2.02 The Contractor shall be responsible for all damages to persons or property that occur: (1) at the job site while it is under the Contractor’s control, (2) at any other areas that are under the sole and exclusive control of the Contractor.

SECTION 2.03 The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

ARTICLE 3. REQUIRED DOCUMENTATION

New Paragraph 11 is hereby added to the General Conditions:

SECTION 3.01 The Contractor shall provide the Housing Authority with the following documentation within seven (7) days of notice of contract award:

- (a) Executed Contract; and
- (b) Certificate of Insurance.

SECTION 3.02 The Contractor shall obtain and maintain throughout the term of its Agreement with the Housing Authority the following insurance coverages:

- (a) Worker’s Compensation Insurance: all aspects of coverage (including but not limited to scope and amount of coverage) must be in accordance with New Jersey Worker’s Compensation laws;
- (b) Automobile Liability Insurance: must cover all owned, non-owned, and hired vehicles used in connection with the Agreement in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage;
- (c) Comprehensive General Liability Insurance: must be in an amount not less than \$1,000,000 per occurrence or \$2,000,000 aggregate, with a deductible per claim not to exceed \$10,000.

The property and casualty section must specifically identify the Corporation's property as being covered by the Policy; and

(d) Errors and Omissions Liability Insurance: must be in an amount not less than \$1,000,000 per occurrence.

The Contractor shall provide the Housing Authority with Certificate(s) of Insurance naming the Housing Authority as an additional insured. The Housing Authority shall be notified at least thirty (30) days prior to cancellation or any coverage change.

SECTION 3.03 The Contractor's failure to comply with any provision of Article 3 shall be deemed a material breach of this Agreement, which shall constitute an event of default by the Contractor as further detailed in Article 16.

ARTICLE 4. REPAIRS

New Paragraph 12 is hereby added to the General Conditions:

SECTION 4.01 In the event that repairs will be required to maintain the elevators in good operating condition, the contractor shall submit a price quote for said repairs to the Housing Authority's Contracting Officer. The price quote must specify all costs associated with the repairs, including but not limited to materials, replacement parts, and labor. No markup shall be permitted for any replacement parts used in repairs. The Housing Authority reserves the right to secure competitive price quotes for any and all repairs and to select another vendor to perform the repairs in the event that a lower price is offered.

SECTION 4.02 The Contractor shall not perform any repair work nor order any replacement parts unless and until it has received the prior written approval of the Housing Authority's Contracting Officer.

ARTICLE 5. NOTICE REQUIREMENTS

New Paragraph 13 is hereby added to the General Conditions:

SECTION 5.01 All notices required or permitted under this Agreement shall be in writing and shall be deemed given when sent by registered or certified Mail, with return receipt requested, or by overnight courier service, or hand delivery; in any case addressed as follows:

Owner: Housing Authority of the Town of Guttenberg
 6900 Broadway
 Guttenberg, New Jersey 07093
 Attention: Carl S. Czaplicki Jr., Executive Director

Contractor: _____

 Attention: _____

SECTION 5.02 Either party may at any time designate a different address and/or contact person by giving written notice as provided above to the other party.

ARTICLE 6. COMMENCEMENT AND COMPLETION OF WORK

New Paragraph 14 is hereby added to the General Conditions:

SECTION 6.01 The Contractor shall commence work upon the execution of the contract. All work shall be performed as expeditiously as possible and in a manner not to interfere with the operations of the Housing Authority. The Contractor shall perform the work in a manner not to obstruct the passage of the Housing Authority's personnel or residents to or from any part of the site. **SECTION 6.02** The Contractor shall progress with a proper and sufficient force of workmen and ample supply of materials to the satisfaction of the Housing Authority.

SECTION 6.03 The Contractor's failure to comply with any provision of Article 6 shall be deemed a material breach of this Agreement, which shall constitute an event of default by the Contractor as further detailed in Article 16.

ARTICLE 7. LABOR STANDARDS

New Paragraph 15 is hereby added to the General Conditions:

SECTION 7.01 The Contractor's failure to comply with any labor standard set forth in the General Conditions shall be deemed a material breach of this Agreement, which shall constitute an event of default by the Contractor as further detailed in Article 16.

ARTICLE 8. PAYMENT

New Paragraph 16 is hereby added to the General Conditions:

SECTION 8.01 The Contractor shall submit detailed monthly invoices which identify all services performed and contain a full cost breakdown for all such services. The invoices shall be reviewed for payment approval by the Housing Authority's Executive Director.

SECTION 8.02 The Contractor shall supply to the Housing Authority, by and through its Contracting Officer, lien waivers executed by subcontractors/employees evidencing that they have been paid in full for all the work performed prior to the Housing Authority releasing any payment to the Contractor.

ARTICLE 9. PENALTIES FOR DELAY

New Paragraph 17 is hereby added to the General Conditions:

SECTION 9.01 The Contractor acknowledges that the timely completion of work is particularly material to this Contract as the Housing Authority houses seniors, disabled individuals, and families who require extra accommodations. Therefore, any delay shall be deemed a material breach of this Agreement, which shall constitute an event of default by the Contractor as further detailed in Article 16.

SECTION 9.02 The Housing Authority shall, in its discretion, additionally have the right to assert and claim any real or actual compensatory and consequential damages which may be sustained. Should the Housing Authority incur costs in enforcing its rights under this Contract, including but not limited to the need to engage an attorney, Contractor agrees that the Housing Authority's damages shall include reasonable attorney's fees and costs of suit.

SECTION 9.03 The Housing Authority reserves the right to consider any unjustified delay in performance as a bearing on the Contractor's responsibility to perform future contracts for the Housing Authority.

SECTION 9.04 Any sums for which the Contractor is liable pursuant to the provisions hereof, may be deducted by the Housing Authority from any monies due or to become due to the Contractor under the Contract.

ARTICLE 10. INDEMNIFICATION

New Paragraph 18 is hereby added to the General Conditions:

SECTION 10.01 The Contractor shall indemnify and hold harmless the Housing Authority and its Board, Commissioners, officers, directors, employees, and agents from and against any and all claims, suits, actions, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the Contractor's performance under this Agreement.

ARTICLE 11. MANNER OF PERFORMANCE

New Paragraph 19 is hereby added to the General Conditions:

SECTION 11.01 The Contractor shall provide and perform the work described herein in a competent and professional manner, in accordance with the terms and conditions of this Agreement and prevailing standards. The Housing Authority shall be entitled to a satisfactory performance of all work and to full and prompt cooperation by the Contractor in all aspects of the work.

SECTION 11.02 At the reasonable request of the Housing Authority, the Contractor shall promptly remove from the contract any employee or any other person performing work hereunder. The Contractor shall not be required to terminate and/or demote the individual identified in the Housing Authority's request.

SECTION 11.03 The Contractor agrees that at all times it will employ, maintain and assign to the performance of the work a sufficient number of competent and qualified employees to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the Housing Authority, should the Housing Authority make a determination that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirement for such a position.

SECTION 11.04 The Contractor shall at all times cooperate with the Housing Authority and coordinate its respective work efforts to most effectively and efficiently perform the work described herein.

SECTION 11.05 In the performance of this Agreement, the Contractor shall comply with all provisions of all applicable international, federal, state and local statutes, regulations, ordinances, and codes.

ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP

New Paragraph 20 is hereby added to the General Conditions:

SECTION 12.01 The Contractor is, and shall be, in the performance of its obligations under this Agreement, an independent contractor, and not an employee, agent or servant of the Housing Authority. All persons engaged in any of the services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control.

SECTION 12.02 The Contractor shall exercise control over the means and manner in which it and its employees perform the Services, and in all respects, the Contractor's relationship and the relationship of its employees to the Housing Authority shall be that of an independent contractor and not as employees and agents of the Housing Authority.

ARTICLE 13. CONSENT OF HOUSING AUTHORITY REQUIRED FOR ASSIGNMENT

New Paragraph 21 is hereby added to the General Conditions:

SECTION 13.01 The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same of any part thereof without the prior written consent of the Housing Authority. Any purported assignment without the prior written consent of the Housing Authority shall be void and unenforceable.

ARTICLE 14. PROHIBITION AGAINST SUBCONTRACTING

New Paragraph 22 is hereby added to the General Conditions:

SECTION 14.01 The Contractor shall be solely responsible for the performance of this Agreement. The use of a Subcontractor, except as described in the Contractor's proposal or subsequently approved by the Housing Authority, shall be prohibited. Any use of a Subcontractor in violation of this provision shall be deemed a material breach of this Agreement and shall constitute an event of default by the Contractor as further detailed in Article 16.

ARTICLE 15. SEVERABILITY

New Paragraph 23 is hereby added to the General Conditions:

SECTION 15.01 If this Agreement contains any provision found to be unlawful by a court of competent jurisdiction, the same shall be deemed to be of no effect and shall be deemed stricken

from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 16. TERMINATION BY DEFAULT

New Paragraph 24 is hereby added to the General Conditions:

THIS AGREEMENT MAY BE TERMINATED IF THERE HAS BEEN A MATERIAL DEFAULT IN THE PERFORMANCE OR OBSERVANCE OF ANY TERM OR CONDITION OF THIS AGREEMENT BY THE CONTRACTOR.

SECTION 16.01. The Contractor's failure to perform any of its obligations under this Agreement, including but not limited to the failure to perform any of the following, shall constitute an event of default:

- 1) Failure to satisfactorily perform any or all of the work identified herein;
- 2) Discontinuance of the work by the Contractor without authorization or justification;
- 3) Failure to comply with a material term of this Agreement, including but not limited to the provisions concerning compliance with HUD regulations, insurance and nondiscrimination;
- 4) Suspension from participation in any government programs, which suspension is, for the purposes hereof, defined to include but not be limited to any sanctions imposed by HUD pursuant to 24 CFR Part 24; and
- 5) Any change in ownership or control of Contractor without the prior written consent of the Housing Authority, which shall be granted in the Housing Authority's sole discretion.

SECTION 16.02 If the Housing Authority considers it to be in its best interests, it may elect not to declare a default or to terminate the Agreement. The parties acknowledge that this provision is solely for the benefit of the Housing Authority and that if the Housing Authority elects not to terminate this Agreement as aforesaid, such election shall not constitute a waiver by the Housing Authority of its right to pursue any or all available legal remedies, nor shall the Contractor be relieved of any of its responsibilities, duties or obligations under this Agreement.

SECTION 16.03 The remedies specified above are not, nor are they intended to be, the exclusive remedies available to the Housing Authority, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law or in equity. No delay or failure to exercise any right or power accruing upon any event of default shall impair any such right or power, nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE 17. TERMINATION FOR CONVENIENCE

New Paragraph 25 is hereby added to the General Conditions:

SECTION 17.01 The Housing Authority may terminate this Contract, in whole or in part, at the Housing Authority's convenience (hereinafter referred to as a "Termination for Convenience"), by delivering to the Contractor written notice ten (10) business days prior to any effective termination date ("Notice of Termination"). The Notice of Termination shall specify that: 1) the termination is for the convenience of the Housing Authority; 2) the extent of the termination; and 3) the effective date of the termination. In the event of a termination for convenience hereunder, the Housing Authority shall pay the Contractor for its services rendered and costs incurred through to the date of termination.

SECTION 17.02 Immediately after receipt of a Notice of Termination and except as directed by the Housing Authority, the Contractor shall, regardless of any delay in determining or adjusting amounts due under this clause:

- Stop work as specified in the Notice of Termination;
- Continue the provision of the Services not terminated;
- Take any action directed by the Housing Authority or necessary for the protection or preservation of the property related to this Agreement;
- Terminate all subcontracts to the extent they relate to the Services that are the subject of the Notice of Termination; and
- As directed by the Housing Authority, transfer title and deliver to the Housing Authority all documentation produced or acquired for the terminated Services.

ARTICLE 18. CONFIDENTIALITY

New Paragraph 26 is hereby added to the General Conditions:

SECTION 18.01 All work performed and provided under this Agreement, and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the Housing Authority in connection with the work performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such work, or the results of such work, or for which the Housing Authority holds the proprietary rights, constitutes confidential information ("Confidential Information") and may not, without the prior written consent of the Housing Authority, be used by the Contractor or its employees or Subcontractors for any purpose other than for the benefit of the Housing Authority, unless required by law.

SECTION 18.02 The Contractor shall advise each of its employees and Subcontractors who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the Housing Authority in writing if it learns of an unauthorized use or disclosure of the Confidential Information by any of its employees or Subcontractors.

ARTICLE 19. DEBARMENT.

New Paragraph 27 is hereby added to the General Conditions:

SECTION 19.01 By execution of this Agreement, the Contractor certifies that it is not currently debarred by the federal government, HUD or any other federal agency, the State of New Jersey, or any State agency.

ARTICLE 20. NONDISCRIMINATION.

New Paragraph 28 is hereby added to the General Conditions:

SECTION 20.01 During the performance of this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, handicap, marital status, age, national origin or status as a veteran of the United States military, or any other protected characteristic, and to take affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

ARTICLE 21. PREVAILING LAW/JURISDICTION.

New Paragraph 29 is hereby added to the General Conditions:

SECTION 21.01 This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without reference to choice of law principles. Any and all disputes arising out of or related to this Agreement or the work performed by the Contractor hereunder must be brought in the Superior Court of New Jersey, Hudson County.

ARTICLE 22. INTEREST OF CONTRACTOR, EMPLOYEES, AND SUBCONTRACTORS.

New Paragraph 30 is hereby added to the General Conditions:

SECTION 22.01 The Contractor represents that it does not presently have any interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under this Agreement.

ARTICLE 23. LOBBYING CERTIFICATIONS.

New Paragraph 31 is hereby added to the General Conditions:

SECTION 23.01 The Contractor certifies, to the best of its knowledge and belief that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with awarding of any federal loan, the entering into any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Agreement, the Contractor will complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

ARTICLE 24. OWNERSHIP OF MATERIALS

New Paragraph 32 is hereby added to the General Conditions:

SECTION 24.01 All customized written materials, including without limitation, reports, manuals, pamphlets, forms, and articles prepared under this Contract, shall be the property of the Housing Authority and shall appropriately designate the Housing Authority as the owner. No customized material prepared in whole or in part under this Contract shall be subject to copyright in the United States of America or in any other country. The Housing Authority shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, or other customized materials prepared under this Agreement.

ARTICLE 25. MISCELLANEOUS PROVISIONS.

New Paragraph 33 is hereby added to the General Conditions:

SECTION 25.01 Information required by the Contractor must be provided by the Housing Authority in a timely fashion. The Housing Authority shall use its best efforts to ensure that staff is available to meet in person with the Contractor or exchange information by telephone or letter. The Contractor is not responsible for delays in performance caused by (i) the Housing Authority's failure to act in a timely fashion or (ii) the failure to act of any agency or instrumentality of federal, state or local government, including but not limited to HUD, or any other non-governmental third parties that may be involved in completing, accepting, reviewing, or commenting on the Services.

SECTION 25.02 None of the work to be performed by the Contractor shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

SECTION 25.03 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

SECTION 25.04 For the purposes hereof, the Agreement shall consist of the Non-Construction Contract Form, the HUD General Conditions (HUD-5370-C), these Special Conditions, the Request for Proposals, and the Contractor's Proposal as received by the Housing Authority on _____, which together constitute the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto.

SECTION 25.05 Any and all individuals working on site at the Housing Authority, including any representative, employee, subcontractor, agent, etc. of the Contractor, shall be required to produce, on the first day at the site, a valid form of identification. A copy of the identification provided will be kept on record with the Contracting Officer. Following an individual's initial day on the site, each person shall be required to sign in with the Contracting Officer to verify that all workers on site have provided the identification as stated above. Failure to abide by this Section will result in the particular individual being banned from the premises, and any and all subsequent remedies as the Housing Authority deems fit.