



Housing Authority of the City of Perth Amboy

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REQUEST FOR PROPOSALS

for

FLOORING REPAIR AND REPLACEMENT

at

PUBLIC HOUSING PROJECT SITES

in

PERTH AMBOY, NEW JERSEY

Proposals due by: 2:00 p.m. on Tuesday, January 31, 2023

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Perth Amboy Housing Authority
Request for Proposals
Flooring Repair and Replacement Contractor

Introduction - The Housing Authority of the City of Perth Amboy (Authority) has a need for “as-needed” flooring repair and/or replacement work at its six public housing sites located in Perth Amboy, NJ. The work shall include the installation of vinyl tile (per square foot, including removal of old tiles and floor patching as needed), installation of vinyl cove base (per linear foot, including removal of old material), and installation of carpeting (per square yard, including removal of any old carpeting).

The contract shall be for a two-year term, renewable at the agreement of both parties for two additional one-year periods or one additional two-year period.

The estimated value of this contract shall be approximately \$10,000.00 per year. The Authority in no way guarantees this amount or any minimum or maximum value of the contract.

Notice- Request for Proposals-The following notice has been advertised in the Home News Tribune on 1/18/23 & 1/25/23:

The Housing Authority of the City of Perth Amboy (Authority) will receive sealed proposals for the as needed repair and/or replacement of vinyl tile flooring and carpeting at six public housing project sites in Perth Amboy, New Jersey: William A. Dunlap Homes, Richard F. Stack Apartments, Wesley T. Hansen Apartments, George J. Otlowski Sr. Gardens, Douglas G. Dzema Gardens and John A. Sofield Gardens.

Sealed proposals will be received until Tuesday, January 31, 2023 at 2:00 p.m., prevailing time, at the offices of the Authority, 881 Amboy Avenue, Perth Amboy, NJ 08861.

All requirements for the work and for submitting an offer are described in the written Request for Proposals (RFP). The RFP may be obtained at the Authority office at the above address, or at the Authority’s website: www.PerthAmboyHA.org.

The Authority invites the participation of Minority-Owned Business Enterprises in this solicitation.

The Authority reserves the right to reject any or all offers or to waive any informalities in this solicitation.

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

**Form of Contract
for
Flooring Repair and Replacement**

This **AGREEMENT** made this ____ day of _____ in the year ____ by and between

(Name of Contractor)
(Address)

hereinafter called the "Contractor," and the

Hansen RAD, LLC
OR
Dunlap RAD, LLC
881 Amboy Avenue, PO Box 390, Perth Amboy, NJ 08862

hereinafter called the "Authority".

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

Article 1. Statement of Services. The Contractor shall furnish all labor materials, tools and equipment and shall perform and complete all work required for repair and replacement of vinyl tile flooring and carpeting at William A. Dunlap Homes, Richard F. Stack Apartments and Wesley T. Hansen Apartments, George J. Otlowski Sr. Gardens, Douglas G. Dzema Gardens and John A. Sofield Gardens, Perth Amboy, New Jersey.

Article 2. Term of Contract. This contract shall extend for a period of two years, March 1, 2023 through February 28, 2025. The contract shall be renewable for two additional one-year periods or one additional two-year periods at the agreement of both parties and at the same terms.

Article 3. Performance of Work. The Authority shall have the sole right and discretion to order work under his contract and reserves the right to award work of a similar nature, through other procurement methods, to other contractors.

Work shall be performed by the Contractor on an as-needed basis during the Authority's standard business hours. The Authority makes no representation as to the amount of work that may be required during the contract period.

The Authority shall notify the Contractor of all work to be performed by means of a written work order. The Contractor shall complete all work orders within fourteen (14) calendar days of receipt of each work order.

Upon completion of each work order, the Contractor shall present the completed written work order and invoice to a designated representative of the Authority.

Article 4. Work Requirements and Contractor's Responsibility. The Contractor shall be responsible for furnishing all materials, equipment, labor and transportation necessary to perform the work. The Contractor shall be equipped with all tools and equipment ordinarily and incidentally used in the performance of residential and commercial flooring installation, repair and replacement.

All work shall be performed in accordance with the Specifications as outlined in the Request for Proposals (RFP) dated January 31, 2023, which said RFP is incorporated herein by reference and made a part hereof, and in accordance with federal, State, County and local statutes, regulations and codes presently established or as may be established during the term of this contract. If the Contractor performs any work contrary to any federal, State, County or local statute, ordinance, regulation or code, he shall assume full responsibility and shall bear any and all costs attributable thereto

The Contractor shall be responsible to apply for and secure any and all permits, if any, required by governing authorities to perform the work.

The Contractor shall be responsible for all materials delivered and work performed until completion and acceptance of each work order.

The Contractor shall not sub-contract any work under this contract without express prior written approval of the Authority.

The Contractor shall at all times keep the work area orderly and free from accumulations of waste materials. After completing each work order, the Contractor shall remove all equipment materials and tools that are not the property of the Authority and leave the work area in a neat, clean and orderly condition. The Contractor shall remove and legally dispose of old flooring and other waste materials off-site.

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take all necessary health and safety precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the Authority, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

Article 5. Rates and Payments. The Authority shall pay the Contractor for work at the following rates:

Replace Vinyl Composition Tile Flooring:

_____ dollars and _____ cents (\$_____) per square foot.

Install /Replace Vinyl Cove Base:

_____ dollars and _____ cents (\$_____) per linear foot.

Install /Replace Carpeting:

_____ dollars and _____ cents (\$_____) per square yard.

All rates shall be inclusive of all costs for materials, labor, tools and equipment.

The Authority shall make payments not more frequently than monthly upon the completion of work by the Contractor and the presentation of an invoice. Payment shall be due within 30 days of receipt of the invoice by the Authority.

Article 6. Insurance. Before performing any work, the Contractor shall furnish the Authority with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

1. Workers' Compensation, in accordance with New Jersey Workers' Compensation laws.
2. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$2,000,000.00 per occurrence to protect the Contractor and the Authority against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract, and the extended reporting period may not be less than five years following the completion date of the Contract.
3. Automobile Liability on owned on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$500,000.000 per occurrence.

All Insurance shall be carried with companies which are financially responsible and admitted to do business in the State of New Jersey. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the Authority. All certificates of insurance, as evidence of coverage, shall provide that no coverage maybe canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Authority.

Article 7. New Jersey Business Registration Requirements. The contractor shall provide to the Authority proof of the contractor's business registration with the New Jersey Division of Taxation before contract award.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.34 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Article 8. Contract Documents. Contract Documents shall consist of the following component parts:

1. This instrument;
2. General Conditions for Non Construction Contracts, form HUD-5370-C;
3. Section 096500 - Resilient Flooring;
4. Section 096816 - Sheet Carpeting;
5. Proposal submitted by _____ dated January 31, 2023; and

6. Addenda (if any).

This instrument together with the document enumerated in this Article form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated. In the event that any provision in one of the component parts of the Contract conflicts with any provision of any other component part, the provision in the component part first enumerated in this Article 8 shall govern, except as otherwise specifically stated.

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

In the presence of:

_____ by _____
(Name)
(Title)
(Company Name)
(Phone Number)

In the presence of:

_____ by _____
Douglas G. Dzema, PHM
Executive Director
Housing Authority of the City of Perth Amboy

Description of the Housing Project Sites

Billed Separately as Dunlap RAD, LLC

Development Name: William A. Dunlap Homes

Address: Amboy Avenue & Zambory Street, Perth Amboy, NJ

Number of Buildings: 17 Residential, 1 Garage (1-story)

Building Type: Two-Story Brick Row House

Number of Dwelling Units and Sizes:

1-Bedroom: 56; 2-Bedroom: 72; 3-Bedroom: 23; Total: 156

Flooring Type: Vinyl Tile

Development Name: George J. Otlowski, Sr. Gardens

Address: Dobranski Drive, Perth Amboy, NJ

Number of Buildings: 4 Residential, 1 community bldg. (1-story)

Building Type: Two-Story Brick Row House

Number of Dwelling Units and Sizes:

3-Bedroom: 18; 4-Bedroom: 4; 5-Bedroom: 2; Total: 24

Flooring Type: Vinyl Tile

Development Name: Douglas G. Dzema Gardens

Address: Penn and Neville Streets, Perth Amboy, NJ

Number of Buildings: 9 Residential

Building Type: Two-Story Brick Row House

Number of Dwelling Units and Sizes:

3-Bedroom: 15; 4-Bedroom: 2; 5-Bedroom: 1; Total: 18

Flooring Type: Vinyl Tile

Development Name: John E. Sofield Gardens

Address: Huntington and Cortlandt Streets, Perth Amboy, NJ

Number of Buildings: 8 Residential

Building Type: Two-Story Brick Duplex Houses

Number of Dwelling Units and Sizes:

3-Bedroom: 13; 4-Bedroom: 2; 5-Bedroom: 1; Total: 16

Flooring Type: Vinyl Tile

Billed Separately as Hansen RAD, LLC

Development Name: Richard F. Stack Apartments

Address: 333 Rector Street, Perth Amboy, NJ

Number of Buildings: 1 Residential

Building Type: Six-Story Brick Elevator Building

Number of Dwelling Units and Sizes:

1-Bedroom: 47; Total: 47

Flooring Types: Vinyl Tile and Carpeting

Development Name: Wesley T. Hansen Apartments

Address: 415 Fayette Street, Perth Amboy, NJ

Number of Buildings: 1 Residential

Building Type: Eleven-Story Elevator Building

Number of Dwelling Units and Sizes:

0-Bedroom: 50; 1-Bedroom: 50; Total: 100

Flooring Types: Vinyl Tile and Carpeting

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work) Office of Labor Relations

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 01/31/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 - use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - ① A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;
- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
 - (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
 - (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
 - (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- ① A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set forth those findings that are in dispute and the

reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.
- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages.

HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

The current Prevailing Wage Rates applicable to this contract are Maintenance Carpenter \$29.89; Carpet Layer \$27.98 and Laborer \$16.63.

Section 09680

Carpeting

Part 1- General

Related Documents

General provisions of the Contract apply to this section.

Summary

This section includes the following:

Carpet

Submittals

General: Submit the following:

Product data for each type of product specified.

Samples for verification purposes in full size pieces of the carpet which will show the full range of the grading and color.

Quality Assurance

Single source responsibility for flooring: Obtain material from a single source to provide products of consistent quality and appearance.

Project Conditions

Install material that has been conditioned to the room temperature 48 hours prior to installation. The material should be delivered to the site with no higher moisture content than recommended by the manufacturer. Material is to be kept dry until installed.

Maintain a minimum temperature of 70 degrees Farenheit in rooms to receive floor for 24 hours prior to installation with relative humidity of 12-65%. These conditions must be maintained throughout the installation and for 72 hours after the installation is completed.

Part 2 - Products

Carpet:

Backing: Latex with woven polypropylene secondary

Backing Brand: Standard SBR

Fiber Brand: Antron Legacy

Fiber type: Nylon 6,6

Pile thickness: 0.119"

Face weight: 26 ounce

Stitches per inch: 8.33

Soil resistance brands: Antron Legacy

Manufacturer's Warranty: 10-year limited wear Size:

12 feet width

Carpet backing: Attached

Acceptable Manufacturers:

Mannington Mills: "Gametime II 26" or approved equal

Color: From manufacturer's full line of standard colors and patterns.

Accessories/Edge Strips: 3/4" oak reducing strips
vinyl reducing strips metal edging

Vinyl Base:

Size: 4" Straight

Gauge: .080"

Acceptable Manufacturers:

Roppe

Johnsonite

Floor Patch:

Acceptable Manufacturers:

DAP; Webcrete 95

Part 3 - Execution**Examination**

General: Examine areas where installation of floor repair is to take place and verify that the existing concrete/plywood substrate is clean and ready to accept carpet.

All concrete floors shall be skim coated prior to installation of carpet if required. Remove all bumps, fill holes and cracks. Patch and fill joints, cracks or holes in Plywood sub floors.

Test an area on each floor to receive floor tile to confirm capability of floor patch, adhesives and existing substrates.

Preparation

General: Comply with manufacturer's installation specifications to prepare substrates.

Broom or vacuum clean substrates before covering with carpet flooring.

Remove existing metal or vinyl base prior to installation of flooring.

Prep by skim coating existing concrete floors with Webcrete 95

Installation:

General: Comply with manufacturer's installation directions and other requirements applicable to this project.

Confirm capability of floors products with each other, as recommended by the manufacturers.

Patch concrete floor as required by manufacturer, prior to laying carpet.

Layout floor prior to installation to minimize the number of seams. Do not seam the center of a room.

Scribe, cut and fit flooring tight to walls, doors frames.

Provide and install reducing strip, as required, where new floor meets other floor finishes. Resolve carpeting into existing finishes in workmanlike manner.

Install 4" vinyl base at all areas where carpet is installed. **Use a straight vinyl base not a cove base.** The SAHA will indicate what areas shall receive base.

Clean flooring prior to final inspection by owner.

Floor finishing

Upon completion of the work the new floors cleaned and vacuumed

Protection

Protect other adjoining finishes from the removals and installations of new product. Repair damage to adjoining surfaces to the satisfaction of the Authority. Protect work areas with plastic sheeting or other means and remove upon completion of work.

Additional Materials

None

Warranty - Provide manufacturers warranty's for all materials used

End of Section**Section 09650 – Resilient Flooring**

Part 1 - General

Related Documents

Drawings and general provisions of the Contract apply to this section.

Summary

This section includes the following: Vinyl

Composition Tile Flooring accessories

Submittals

General: Submit the following in accordance with Conditions of Contract

Manufacturer's Product data for each type of product specified.

Samples for verification purposes in full size pieces of the VCT floor which will show the full range of the grading and color, vinyl base and accessories.

Quality Assurance

Single source responsibility for flooring: Obtain material from a single source to provide products of consistent quality and appearance.

Project Conditions

Maintain a minimum temperature of sixty-five (65) degrees Fahrenheit in rooms to receive new flooring. Install material that has been conditioned to the room temperature forty-eight (48) hours prior to installation.

The material should be delivered to the site with no higher moisture content than recommended by the manufacturer. Material is to be kept dry until installed. Do not apply materials in adverse conditions.

Part 2 - Products

VCT Flooring

Grade: Federal specification SS-T-312B Type IV
Composition 1

ASTM-F-1066, Class 2

NFPA 253 (ASTM E-648), Class I

Size: 12" x 12"

Gauge: 1/8"

Color: from manufacturer's full range of standard colors and patterns

Acceptable Manufacturers:

Azrock by Tarkett Commercial

Armstrong

Edge Strips: 3/4" oak reducing strips vinyl reducing
strips metal edging

Vinyl Base: Cove for VCT and straight base for carpet

Size: 4" x .080"

Acceptable Manufacturers: Roppe

Johnsonite

Floor Patch:

Acceptable Manufacturers: DAP;

Webcrete 95

Floor Tile Adhesive:

Acceptable Manufacturers

Henry; 660 Multi-Purpose
Tarkett 100

Part 3 - Execution

Examination

General: Examine areas where installation of floor is to take place and verify that substrates are in satisfactory condition. The existing substrates are concrete or wood depending on the development. Verify that sub-floor is free of surface irregularities that would interfere with the installation of the VCT flooring and finish product. Notify Authority of any problems prior to installation. Do not proceed with any installations until all unsatisfactory conditions have been corrected. Contractor shall receive written authorization detailing the floor areas and quantities to be repaired. The minimum floor repair is assumed to be forty (40) square feet. There may be larger quantities awarded.

All concrete floors shall be skim coated prior to installation of VCT.

Test an area on each floor to receive floor tile to confirm capability of floor patch, adhesives and existing substrates.

Preparation

General: Comply with manufacturer's installation specifications to prepare substrates.

Broom or vacuum clean substrates before covering with VCT flooring.

Remove existing metal or vinyl base prior to installation of flooring as required.

Prep by skim coating existing concrete floors with Webcrete 95 or equal

Prep Plywood sub floor per the tile manufacturer's instructions.

Remove sub floor ridges and bumps; fill low spots, cracks, joints, holes and other defects with sub floor filler. Sand smooth.

Coat all plywood joints

Installation:

General: Comply with manufacturer's installation directions and other requirements applicable to this project. Confirm compatibility of floor products with each other and as recommended by the manufacturers.

Patch underlayment as required by manufacturer, prior to laying tiles. **Note:** Contractor shall patch 100% of the floor areas to receive VCT and as necessary to match up to existing flooring.

Thoroughly clean floor of dust and any other debris that could inhibit adhesion and that would cause bumps in the tile face.

Layout floor prior to installation to ensure equal borders on all sides

Spread glue evenly in the quantity required by the manufacturer. Take care to use manufacturer's recommended notched trowels for the adhesive used, and apply adhesive consistent with the manufacturer's requirements for full tile adhesion.

Scribe, cut and fit flooring to all vertical surfaces and allowing for minimum expansion to produce net joints. Neatly and tightly cut tiles around outside corners of walls, door frames and other building components

Provide and install reducing strip, as required, where new floor meets other floor finishes and at all unprotected edges where floor terminates.

Clean flooring prior to final inspection by owner.

Protect flooring and prohibit traffic for 48hrs after installations.

Floor finishing

Upon completion of the tile work the new floors shall be sealed. Apply minimum of (3) coats of sealer for new VCT flooring. Apply sealer as recommended by the manufacturer. Prevent dust, dirt or other particulate from contaminating the sealer applicators.

Protection

Protect other adjoining finishes from the removals and installations of new product. Repair damage to adjoining surfaces to the satisfaction of the Authority. Protect work areas with plastic sheeting or other means and remove upon completion of work.

Additional Materials

Provide the owner with open box of floor tile of each color used.

Warranty

Provide manufacturers warranty's for all materials used. Five (5) year minimum on materials

End of Section

Proposal

Proposal for: Flooring Repair and Replacement

TO: Housing Authority of the City of Perth Amboy
881 Amboy Avenue, P.O. Box 390, Perth Amboy, NJ 08862

FROM:

Company Name of Bidder	Federal ID
Street Address	
City, State - Zip Code	
Contact Name (Please Print) / Telephone Number	
Email Address / Fax Number	

1. The undersigned, having read the Specifications, including the Instructions to Offerors, Request for Proposals, the form of contract, the technical specifications, this proposal form, the Certifications and Representations of Offerors, the form of non-collusive affidavit, the form of statement of offeror's qualifications, and addenda, if any, thereto, and having investigated the local conditions affecting the cost of the work, hereby propose to furnish all labor, materials, services, equipment and related items to complete all work for flooring repair and replacement in accordance therewith at the following rates:

Schedule of Rates

Replace Vinyl Composition Tile Flooring:

_____ dollars and _____ cents (\$____.____) per square foot.

Install /Replace Vinyl Cove Base:

_____ dollars and _____ cents (\$____.____) per linear foot.

Install /Replace Carpeting:

_____ dollars and _____ cents (\$____.____) per square yard.

2. The offeror acknowledges the receipt of the following addenda, if any, issued by the Authority:

Addendum Number _____ dated _____
Addendum Number _____ dated _____

3. The names and address of persons interested as principals or as stockholders in this Proposal are as follows. (If the offeror is a corporation or partnership, list all persons who have 10 percent or more ownership in the corporation or partnership.) Attach additional pages if needed.

Full Name	Address	% of ownership
Full Name	Address	% of Ownership

The offeror shall state on the line below, whether or not he is a citizen of the United States, and in the case of a partnership, whether or not all partners are citizens of the United States.

4. This Proposal is accompanied by:

- (1) Form HUD-5369-C, Certifications and Representations, of Offerors, Non-Construction Contract;
- (2) Non-Collusive Affidavit;
- (3) Qualification Questionnaire.
- (4) Copy of New Jersey Business Registration Certificate issued by the New Jersey Department of the Treasury, Division of revenue

5. In submitting this proposal, it is understood that the Housing Authority of the City of Perth Amboy reserves the right to reject any and all offers. If written notice of the acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within 60 days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a Contract in prescribed form within 10 days after the contract is presented to him for signature.

Signature of Offeror - Title

Date

Non-Collusive Affidavit

AFFIDAVIT

State of _____

County of _____

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

THAT he is _____ of
(Owner, Officer or Partner)

(Firm Name)

the party making the foregoing proposal dated January 31, 2023 for flooring repair and replacement; that such proposal is genuine and not collusive or sham; that the offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any offeror or person, to put in a sham proposal or to refrain from offering a proposal, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed prices of affiant or of any offeror, or to fix any overhead, profit or cost element of said proposed prices, or of that of any other offeror, or to secure any advantage against the Housing Authority of the City of Perth Amboy or any person interested in the proposed contract; and that all statements in the said proposal are true.

(Signature of Offeror)

Subscribed and sworn to before me, this _____ day of _____, in the year _____

Notary Public

My Commission expires _____

Qualification Questionnaire

Proposal for: Flooring Repair and Replacement

Name of Offeror: _____

(a) It shall be necessary for the offeror to present evidence that he has been in business for at least 3 years in this field and can submit a suitable record of satisfactorily completing similar contracts.

How many years have you been or engaged in business under your present firm or trade name?

_____ Years.

(b) How many years has your organization been performing the work required under this contract?

_____ Years.

(c) If a corporation, answer the following:

Date of incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice President's Name(s): _____

(d) If a partnership, answer the following:

Date of Organization: _____

(e) If the contract is awarded to your firm, who will personally supervise the work?

(f) Are there any liens of any character filed against your company at this time? If so, specify the nature and amount of the lien.

(g) Give trade references:

(h) Give bank references:

(i) Give full information concerning all of your contracts in progress or completed within the last 3 years, whether private or government contracts.

OWNER/LOCATION

DESCRIPTION

CONTRACT AMOUNT

State of _____

County of _____

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

THAT he is _____ of
(Owner, Officer or Partner)

(Firm Name)

and that he hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Housing Authority of the City of Perth Amboy in verification of the recitals comprising this Statement of Offeror's Qualification; and that all answers to the foregoing questions and all statements therein contained are true and correct.

(Signature of Offeror)

Subscribed and sworn to before me, this _____ day of _____, in the year _____

Notary Public

My Commission expires _____

Certifications and Representations of Offerors Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title: