



Asbury Park Housing Authority  
HOUSING AUTHORITY & URBAN REDEVELOPMENT AGENCY

# Physical Needs Assessment All Sites

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BID # ITB-AP-64-0-2025/CB

BIDs are due by May 7, 2025 @ 10:00am

ASBURY PARK HOUSING AUTHORITY | 1000 ½ THIRD AVENUE ASBURY PARK, NJ 07712



## NOTICE TO BIDDERS

In accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., sealed bids will be received by the Asbury Park Housing Authority (the Authority) on **May 7, 2025 at 10:00A.M.** prevailing time in the Asbury Park Housing Authority's Conference Room, 1000 ½ Third Avenue, Asbury Park, NJ 07712. Electronic bids will also be received by the Authority at which time and place bids will be opened and read in public for:

### PHYSICAL NEEDS ASSESSMENT ALL SITES

Bidders and the public may attend the bid opening. During the bid opening process, the bidders will be announced as well as bid amounts.

Bid responses must be made on the standard proposal forms, unless otherwise indicated. Physical copies must be enclosed in a sealed package bearing the name and address of the bidder and the "**BID TITLE NAME**" on the outside, and addressed to Cynthia Beniquez, at the address above.

Any Bid Addenda will be issued to any bidders who have picked up a BID package.

The information for the Bidders, Form of Bid, and Specifications may be reviewed, obtained and submitted, at no cost, via:


1. Visiting our website at [www.aphanj.org](http://www.aphanj.org). Select Business tab, then select Requests for Proposals. Select appropriate RFP.
2. Copies may also be picked up in person at:

Asbury Park Housing Authority  
1000 ½ Third Avenue  
Asbury Park, NJ 07712

All questions shall be in written form of Request for information & emailed to Cynthia Beniquez – [cbeniquez@aphanj.org](mailto:cbeniquez@aphanj.org). Request for information shall be sent no later than April 29, 2025 – 1:00pm.

Bidders shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

Publication Date: April 24, 2025

  
\_\_\_\_\_  
Shemea Daniels, Executive Director  
Asbury Park Housing Authority



## **ASBURY PARK HOUSING AUTHORITY GENERAL INSTRUCTIONS**

### **1. SUBMISSION OF BIDS**

A. Sealed bids shall be received by the Asbury Park Housing Authority ("Authority") in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.

B. Each bid shall be submitted on the proposal form attached, in a) sealed envelope or b) electronic submission.

- (1) Addressed to Cynthia Beniquez
- (2) Bearing the name and address of the bidder on the outside
- (3) Clearly marked "BID" with the name of the item(s) being bid. Provide One (1) Original & One (1) copy of the bid. **Faxed or emailed bids will NOT be accepted.**
- (4) Visiting our website at [www.aphanj.org](http://www.aphanj.org). Select Business tab, then select Requests for Proposals. Select appropriate RFP.

C. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on or before the hour and at the place designated. Bids may be hand delivered or mailed. **If the bid is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope.** Bids received after the designated time and date will be returned unopened.

D. The Authority reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.

E. Sealed bids forwarded before the time of opening of bids may be withdrawn upon written application of the bidder. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.

F. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follows:

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

G. Multiple Bids Not Accepted



More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

H. Official Request for Bid packages are available from at the office of 1000 ½ Third Avenue, Asbury Park, NJ 07712 and via the Authority website at [www.aphanj.org](http://www.aphanj.org) at no cost to the prospective bidders. All addenda will be forwarded to any bidder who has picked up a bid package.

I. Results of all bids will be read at the BID opening.

## **2. PREPARATION OF BIDS (PRICING INFORMATION AND FORMS)**

A. The Authority is exempt from any local, state or federal sales, use or excise tax and will not pay for New Jersey State Sales and Use Tax included in any invoices.

B. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided. Prices must be written in both words and figures, with the price written in words governing in the event of any inconsistency. In case of any error in extensions, the unit price shall be considered the bid.

C. Failure to sign and give all information in the bid may result in the bid being rejected.

D. Estimated Quantities (Open-End Contracts, Purchase as Needed) The Authority has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. *NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.*

E. Good and Services Contracts: Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net including any charges for packing, crating, containers etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the AUTHORITY. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendor's convenience when a single shipment is ordered.

F. Any bidder may withdraw its bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60 day period after the bids are received.

G. All forms shall be completed and attached to the bid proposal. **BIDDER IS ALERTED TO THE BID DOCUMENT CHECKLIST PAGE.**

H. **Alternates.** Bidders must fill in its bid for the base contract scope of work, plus all alternates. The Authority reserves the right to award the bid to the lowest bid price for the base bid plus any alternates that are chosen in its sole discretion.

I.

## **3. FIRM FIXED CONTRACT**



This is a firm fixed contract, prices firm, with no price escalation.

#### **4. INTERPRETATIONS AND ADDENDA**

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

B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the Authority of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to Cynthia Beniquez, referencing the Contract Name in the subject line, at **cbeniquez@aphanj.org**. In order to be given consideration, written requests for interpretation and or clarification must be received at last three (3) business days prior to the date fixed for the opening of the bids.

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

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

#### **E. Discrepancies in Bids**

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

#### **5. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE**

A. Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work.

B. Variations between the goods and services described and the goods and services offered are to be fully identified and explained by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature will not suffice in explaining



exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

C. It is the responsibility of the bidder to demonstrate the equivalency of goods and services offered. The Authority reserves the right to evaluate equivalency of a product which, in its deliberations, meets its requirements.

D. In submitting its bid, the bidder certifies that the goods or services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Authority harmless from any damages resulting from such infringement.

E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

G. If awarded the contract or purchase order, the contractor agrees to comply with all applicable Occupational Safety and Health Administration code requirements.

## **6. METHOD OF CONTRACT AWARD**

A. Award will be made the lowest responsible bidder. The authority reserves the right to accept or reject any or all bids, and to waive minor identified irregularities and technicalities if it is in its best interest to do so.

B. The authority reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.

C. The Authority reserves the right to choose which alternates, if any, will become part of the Contract. The bid will be awarded based on the base bid plus any alternates chosen by the Authority.

D. The form of contract will be submitted by the Authority to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the Authority; material exceptions shall not be approved.

## **7. CAUSES FOR REJECTING BIDS**

Bids may be rejected for any of the following reasons:

A. All bids may be rejected pursuant to N.J.S.A. 40A:11-13.2;

B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;

C. Multiple bids from an agent representing competing bidders;

D. The bid is inappropriately unbalanced;



E. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the AUTHORITY may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b).

## **8. CHALLENGE TO SPECIFICATIONS**

Any prospective bidder who wishes to challenge a bid specification shall file such challenge in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

## **9. NON-COLLUSION AFFIDAVIT – N.J.S.A. 52:34-15**

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

## **10. NEW JERSEY ANTI-DISCRIMINATION – N.J.S.A. 10:2-1**

There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

## **11. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE – N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17-27 et seq.**

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division).

## **12. OWNERSHIP DISCLOSURE—N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)**

N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every stockholder, partner, or member exceeding the ten percent ownership, has been listed.

The included State of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations.



Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

**13. PROOF OF N.J. BUSINESS REGISTRATION CERTIFICATE N.J.S.A. 52:32-44**

Pursuant to N.J.S.A. 52:32-44, the AUTHORITY is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

**14. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS\***

N.J.S.A. 52:32-55 prohibits State and Local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form.

*\*P.L. 2022, c.3 prohibits State and Local public contracts with persons or entities engaging in certain investment activities in Russia or Belarus, but this requirement is currently stayed pending litigation.*

**15. PAY TO PLAY – NOTICE OF DISCLOSURE REQUIREMENT**

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-3133532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

**16. W-9**

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

**17. FORCE MAJEURE**

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the Authority by notice to each party.

**18. PAYMENT**



Contractor shall submit a bill for all work completed during the preceding month. Payment will be made after a properly executed voucher has been received and formally approved on the voucher list at the Authority's regular meeting.

Retainage will be held in the amount of 2% of the amount due on each partial payment, in accordance with N.J.S.A. 40A:11-16.3.

Payments shall be made to Contractor in accordance with New Jersey's Prompt Payment Law, N.J.S.A. 2A:30A-1, et seq., and applicable terms of the Contract. In accordance with N.J.S.A. 40A:11-16.2, two percent (2%) retainage of the amount of due on each partial payment shall be withheld pending completion of the contract.

## **19. TRUTH IN CONTRACTING LAW**

N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty. N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

## **20. INSURANCE AND INDEMNIFICATION**

20.1 **Indemnification** – If awarded the contract or purchase order, the contractor or vendor shall assume the risk of an responsibility for, and agrees to indemnify, defend and save harmless the Authority and its employees from and against any and all claims, demands, suits, actions, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever arising from or resulting from the work, services or materials supplied under the contract or purchase order. This indemnification provision is not limited by, but is in addition to the insurance obligations contained in the contract or purchase order.

20.2 **Insurance Requirements** – If awarded the contract or purchase order, the contractor or vendor shall assume all responsibility for its actions and those of anyone working for it while engaged in or traveling to or from any work, service or activity connected with the work. The contractor shall carry sufficient insurance to protect it and the Authority from any property damage or bodily injury claims arising out of the performance of the work.

Evidence of current insurance coverage shall be provided in the form of a certificate which shall be submitted no later than ten days after receipt of the notice of intent to award the contract or purchase order.

## **21. BID BOND AND CONSENT OF SURETY Applicable Not Applicable**

21.1 **Bid Bond.** The Bidder must submit a guaranty that it will enter into the Contract if awarded the bid as the lowest responsible bidder, in the form of a Bid Bond, substantially in the form in the amount of 10% of the bid, but not in excess of \$20,000, or, at the option of the bidder, by certified check or cashier's check drawn to the order of the Authority, in conformance with N.J.S.A. 18A:64A-25.16.



21.2 **Consent of Surety.** If required, upon submission, the successful Vendor must submit a certification by a surety duly qualified to engage in the surety business in the State of New Jersey, consenting to provide a separate performance bond and labor and material payment bond, both bonds to be in an amount equal to one hundred percent (100%) of the total contract price, conditioned so as to indemnify the Owner against any loss due to the failure of the Contractor to meet its obligations under the awarded Contract, utilizing a form of Consent of Surety substantially in conformance with N.J.S.A. 18A:64A-25.16. Such Consent of Surety, where signed by an attorney-in-fact, shall have attached a copy of the Power of Attorney establishing the unqualified authority of the signer to sign such a commitment by the surety. Such surety shall meet all the requirements of N.J.S.A. 18A:64A-25.17(c).

**The Consent of Surety must guarantee performance for any option to renew that may be exercised by the Authority.**

**22. PREVAILING WAGE RATES       Applicable       Not Applicable**

Contractor shall be required to strictly comply with the provisions of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. Contractor and each and every Subcontractor (regardless of tier) shall keep an accurate record showing the name, craft or trade, and actual hourly rate of wages paid to each worker employed by it in connection with this Project. Records shall be preserved for a minimum of two (2) years from the date of final payment. All employees directly employed on this Project shall be paid the prevailing rate in this area for each type of work in compliance with the latest applicable determination of the New Jersey Department of Labor & Workforce Development. A copy of such wage-rate determination, if not included in the Bid Solicitation, can be obtained from the Authority. Contractor and all Subcontractors shall post the Prevailing Wage Rates for each craft and classification involved, as determined by the Commissioner of Labor & Workforce Development, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work and at such place or places as are used by them to pay workers their wages.

**23. PUBLIC WORKS CONTRACTOR REGISTRATION  
 Applicable       Not Applicable**

1. The Public Works Contractor Registration Act (PWCRA) requires that all contractors, including named subcontractors, register with the Department of Labor and Workforce Development **prior** to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. The Vendor and all named subcontractors in a RFP proposal (including out-of-state contractors) must be registered with the Department of Labor's Division of Wage and Hour Compliance at the time proposals **are received** by the public entity.

The PWCRA defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage Act [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.



- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds,..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

#### **24. Subcontractor Listing Requirement**

**IF APPLICABLE** Bidders shall set forth the name of all Subcontractors to whom they will subcontract the following categories of work as required by N.J.S.A. 40A:11-16 ("**Named Subcontractors**").

- a) Plumbing and gas fitting work     Applicable     Not Applicable
- b) Refrigeration, heating and ventilating systems and equipment  
    Applicable     Not Applicable
- c) Electrical work, including any electrical power plants, tele-data, fire alarm or security systems     Applicable     Not Applicable
- d) Structural steel and ornamental iron work. NOT APPLICABLE
- e) **If the Bidder does not possess the following DPMC Code classification, then the Bidder must name a subcontractor who possess such classification:**

Applicable     Not Applicable

- **DPMC Code** \_\_\_\_\_
- **DPMC Code** \_\_\_\_\_

A List of Subcontractors Form is included in the Bid Solicitation for the identification of the Bidder's Subcontractors and such form must be properly completed and submitted with the Bid.

Bidder shall ensure that all of its Subcontractors are duly licensed and fully capable of timely and competently performing any aspect of the Contract work delegated to them by Bidder. Bidder shall assume full and unqualified responsibility for the Project performance of all its Subcontractors.

#### **25. New Jersey Right to Know Act (N.J.S.A. 34:5A-13)**

The Worker and Community Right to Know Act requires New Jersey public employers to make information available to their employees who are exposed or potentially exposed to hazardous chemical substances in the workplace. Therefore, the successful bidder must comply with the following:

All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstract Service numbers of all hazardous substances in the container, and



all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5).

"Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3).



## CHECKLIST

**A. FAILURE TO SUBMIT THE FOLLOWING WITH RFP IS MANDATORY CAUSE FOR REJECTION OF RFP**

**INITIAL**

- **Acknowledgment of receipt of addenda (if any)** \_\_\_\_\_
- **List of subcontractors (if any)** \_\_\_\_\_
- **Non-Collusion Affidavit** \_\_\_\_\_

**B. MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED**

- **Business Registration Certificate** – Vendor – Prefer with Response. \_\_\_\_\_  
Required by Law prior to award of contract.
- **EEO Certification** \_\_\_\_\_
- **Affirmative Action Evidence** \_\_\_\_\_
- **Disclosure of Investment Activities in Iran** \_\_\_\_\_
- **Certificate of Insurance** - prior to award of contract. \_\_\_\_\_

**To determine the business registration status:**

1. Goto: <https://www.njportal.com/DOR/BusinessNameSearch/Search/BusinessName>
2. Enter the **BUSINESS NAME** and click **SEARCH**
3. Obtain the **BUSINESS ENTITY I.D. #**
4. Go to: [https://www1.state.nj.us/TYTR\\_BRC/jsp/BRCLoginJsp.jsp](https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp)

Enter the first four letters of the business NAME and the BUSINESS ENTITY I.D.# in the appropriate fields, and click SEARCH



**ASBURY PARK HOUSING AUTHORITY**

**BID PROPOSAL FORM/SIGNATURE PAGE**

The undersigned declares that he/she has authority to bind the Bidder, that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the bid and agrees, if this bid is accepted, to furnish and deliver services per the following:

The undersigned is a (circle one): individual proprietorship, partnership, corporation, with:

Principal office at

Company

Federal I.D. # or Social Security #

Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

Title of Authorized Agent

Date

Telephone Number

Email Address

Fax Number



## OWNERSHIP DISCLOSURE FORM

**BID SOLICITATION #: ITB-AP-64-0-2025/CB VENDOR {BIDDER}: \_\_\_\_\_**

### PART 1

**PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2**

	<u>YES</u>	<u>NO</u>
1. Are there any individuals, corporations, partnerships, or limited liability companies owning a <b>10% or greater</b> interest in the Vendor {Bidder}?	<input type="checkbox"/>	<input type="checkbox"/>
<b>IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM.</b>		
<b>IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTION 2–4 BELOW.</b>		
2. Of those parties owning a <b>10% or greater</b> interest in the Vendor {Bidder}, are any of those parties individuals?	<input type="checkbox"/>	<input type="checkbox"/>
3. Of those parties owning a <b>10% or greater</b> interest in the Vendor {Bidder}, are any of those parties <b>corporations, partnerships, or limited liability companies</b> ?	<input type="checkbox"/>	<input type="checkbox"/>
4. If you answer to Question 3 is <b>"YES"</b> , are there any parties owning a <b>10% or greater</b> interest in the <b>corporation, partnership, or limited liability company</b> referenced in Question 3?	<input type="checkbox"/>	<input type="checkbox"/>
5. Is the Vendor {Bidder} incorporated as a not-for-profit organization?	<input type="checkbox"/>	<input type="checkbox"/>
<b>IF THE ANSWER TO THIS QUESTION IS "YES", EXECUTE THE CERTIFICATION SECTION.</b>		
<b>IF ANY OF THE ANSWERS TO QUESTION 2-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.</b>		

### PART 2

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2–4 ANSWERED AS "YES".**

If you answered **"YES"** for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

#### INDIVIDUALS

NAME	_____			
ADDRESS	_____			
1	_____			
ADDRESS	STATE	_____	ZIP	_____

NAME	_____			
ADDRESS	_____			
1	_____			
ADDRESS	STATE	_____	ZIP	_____

NAME	_____			
ADDRESS	_____			
1	_____			
ADDRESS	STATE	_____	ZIP	_____

NAME	_____			
ADDRESS	_____			
1	_____			
ADDRESS	STATE	_____	ZIP	_____

*Attach Additional Sheets If Necessary*



**PART 2 continued**

**PARTNERSHIPS / CORPORATIONS / LIMITED LIABILITY COMPANIES**

<b>ENTITY NAME</b>	_____		
<b>PARTNER NAME</b>	_____		
<b>ADDRESS 1</b>	_____		
<b>ADDRESS 2</b>	_____		
<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	_____

<b>ENTITY NAME</b>	_____		
<b>PARTNER NAME</b>	_____		
<b>ADDRESS 1</b>	_____		
<b>ADDRESS 2</b>	_____		
<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	_____

<b>ENTITY NAME</b>	_____		
<b>PARTNER NAME</b>	_____		
<b>ADDRESS 1</b>	_____		
<b>ADDRESS 2</b>	_____		
<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	_____

*Attach Additional Sheets If Necessary*

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

**PART 3**

**PUBLICLY TRADED PARENT COMPANY DISCLOSURE**

Ownership disclosure (name and address) can be met by submitting the last annual filing of an SEC or similar foreign regulator document or providing the website link to such documents, and include relevant page numbers. See N.J.S.A 52:25-24.2.

<b><u>TITLE OF ATTACHED DOCUMENTS OR WEBLINK</u></b>	<b><u>PAGE #</u></b>

*Attach Additional Sheets if Necessary*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the AUTHORITY of CALDWELL, NJ is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the AUTHORITY to notify the AUTHORITY in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the AUTHORITY, permitting the AUTHORITY to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
*Signature (Do not enter Vendor ID as a signature)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name and Title*

\_\_\_\_\_  
*FEIN/SSN*



**NON-COLLUSION AFFIDAVIT  
(N.J.S.A. 52:34-15)**

**State of** \_\_\_\_\_

**County of** \_\_\_\_\_

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(Name of Affiant) (Name of Municipality)

in the AUTHORITY of \_\_\_\_\_ and State of \_\_\_\_\_

of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the Company of \_\_\_\_\_  
(Title or Position) (Name of Firm/Company)

The Bidder making this proposal and that I executed the said Proposal with full authority to do so; that said Bidder/Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above numbered project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract. 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 BIDDER.

(Signature of Affiant)

NOTARY

\_\_\_\_\_  
(Type of Print Name of Affiant)

\_\_\_\_\_



## **EXHIBIT A**

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

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

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

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

---

(Signature of bidder)



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

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

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

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

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



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

PREFER SUBMITTED WITH BID RESPONSE  
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT


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

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT  
TRADE NAME: CLIENT REGISTRATION  
TAXPAYER IDENTIFICATION#: 970-097-382/500  
SEQUENCE NUMBER: 0107330  
ADDRESS: 847 ROEBLING AVE  
TRENTON NJ 08611  
ISSUANCE DATE: 02/14/04  
EFFECTIVE DATE: 01/01/01  
FORM-BRC(08-01)

*John S. Tully*  
Acting Director

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

 STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT  
Trade Name:  
Address: 847 ROEBLING AVE  
TRENTON, NJ 08611  
Certificate Number: 1095907  
Date of Issuance: October 14, 2004

For Office Use Only:  
20041014112823533



## Disclosure of Investment Activities in Iran

**Bidder Name:**

### Part 1: Certification

*BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX.***

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf). Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

#### **Check the Appropriate Box**

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

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

### Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.



### Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Owner is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts to notify the Owner in writing of any changes to the answers of information contained herein.

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

<b>Full Name (Print):</b>		<b>Title:</b>	
<b>Signature:</b>		<b>Date:</b>	



**NOT CURRENTLY REQUIRED PENDING LITIGATION**

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA  
OR BELARUS  
PURSUANT TO P.L.2022, c.3  
PHYSICAL NEEDS ASSESSMENT ALL SITES**

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**CONTRACT / BID SOLICITATION No. ITB-AP-64-0-2025/CB**

**Prohibited Activities:** Engaged in prohibited activities in Russia or Belarus” means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

Failure to provide such description will result in the bid being rendered as non-responsive, and the Owner will not be permitted to contract with such person or entity, and if a bid is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**CHECK THE APPROPRIATE BOX**

\_\_\_\_\_ I, the undersigned , am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3,<sup>i</sup> section 1.e, except as permitted by federal law.

*CHECK ONE BOX BELOW:*

\_\_\_\_\_ I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

*OR*

\_\_\_\_\_ I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. If checked, a detailed, accurate and precise description of the activities is provided below.

\_\_\_\_\_  
Signature of Authorized Representative

Date: \_\_\_\_\_

(PRINT NAME) \_\_\_\_\_



**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**  
**(FORM NOT REQUIRED IF NO ADDENDA ISSUED)**

The undersigned Responder hereby acknowledges receipt of the following Addenda:

<b>ADDENDUM NUMBER</b>	<b>DATE</b>	<b>ACKNOWLEDGE RECEIPT (Initial)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_ tial)

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)





## SCOPE OF WORK (SOW) FOR PHYSICAL NEEDS ASSESSMENT

### Introduction

The Asbury Park Housing Authority (APHA) is seeking proposals from qualified consultants to conduct a Physical Needs Assessment (PNA). The PNA should ensure a thorough evaluation of the sites, to assist APHA in making informed decisions about maintenance, repairs, and upgrades for the following sites, all located in Asbury Park, NJ 07712:

- NJ 7-1 Asbury Park Village: 2 Atkins Avenue  
One hundred twenty-six (126) unit family development consisting of twelve (12) two-story buildings and a free-standing Community Building.
- NJ 7-2 Washington Village: 1259 Washington Avenue  
Fifty-nine (59) unit family development consisting of seven (7) two-story buildings and a free-standing Community Building.
- NJ 7-4 Lincoln Village: [\(Will also need Section 18/Demo/Dispo & Environmental Review\)](#)  
101 Memorial Drive  
Sixty-three-unit (63) family development consisting of two (2) three-story buildings with basements.
- NJ 7-5 Comstock Court: 1018 First Avenue  
Fifty (50) unit senior mid-rise consisting of one (1) seven-story building.
- NJ 7-6 Charles Lumley Homes A & B: [\(Will also need Section 18/Demo/Dispo & Environmental Review\)](#)  
1004 Comstock Street & 1025 2<sup>nd</sup> Avenue  
Sixty (60) unit senior mid-rise consisting of two (2) adjoined five-story buildings
- NJ 7-7 Dr. Robinson Towers: 1000 Asbury Avenue  
One hundred five (105) unit senior mid-rise consisting of one (1) eight-story building



1. **Initial Consultation and Planning:**
  - Meet with APHA to understand the objectives and requirements.
  - Review existing documentation, including previous assessments, maintenance records, and architectural plans.
2. **Site Inspection:**
  - Conduct a thorough inspection of the building complex, including all structures, systems, and components.
  - Assess the condition of the exterior (roof, walls, windows, doors) and interior (floors, ceilings, walls, fixtures).
3. **Mechanical, Electrical, and Plumbing (MEP) Systems Evaluation:**
  - Inspect HVAC systems, electrical panels, wiring, lighting, plumbing fixtures, and piping.
  - Evaluate the performance and efficiency of these systems.
4. **Structural Assessment:**
  - Examine the foundation, structural framing, and load-bearing elements.
  - Identify any signs of structural damage or deterioration.
5. **Safety and Code Compliance:**
  - Check for compliance with local building codes and safety regulations.
  - Identify any hazards or areas that require upgrades to meet current standards.
6. **Accessibility Review:**
  - Ensure the building meets accessibility standards (e.g., ADA compliance).
  - Identify necessary modifications to improve accessibility.
7. **Documentation and Reporting:**
  - Compile detailed findings, including photographs and descriptions of deficiencies.
  - Provide cost estimates for recommended repairs and improvements.
  - Develop a long-term maintenance and replacement schedule.
8. **Recommendations and Prioritization:**
  - Prioritize repairs and improvements based on urgency, cost, and impact.
  - Suggest strategies for phased implementation to manage budget constraints.
9. **Final Presentation:**
  - Present the assessment report to APHA.
  - Discuss findings, recommendations, and next steps.



## PRICING SHEET 1 of 2

### **PRICING & COSTS FOR PHYSICAL NEEDS ASSESSMENT**

The undersigned proposes to furnish and deliver the above goods/services pursuant to the BID scope of work and made part hereof:

---

Amount in words for Asbury Park Village

\$ \_\_\_\_\_

Amount in numbers for Asbury Park Village

---

Amount in words for Washington Village

\$ \_\_\_\_\_

Amount in numbers for Washington Village

---

Amount in words for Lincoln Village

\$ \_\_\_\_\_

Amount in numbers for Lincoln Village

---

Amount in words for Comstock Court

\$ \_\_\_\_\_

Amount in numbers for Comstock Court

---

Amount in words for Charles Lumley Homes A & B

\$ \_\_\_\_\_

Amount in numbers for Charles Lumley Homes A & B

---

Amount in words for Dr. Robinson Towers

\$ \_\_\_\_\_

Amount in numbers for Dr. Robinson Towers



PRICING SHEET 2 of 2

**PRICING & COSTS FOR PHYSICAL NEEDS ASSESSMENT**

The undersigned proposes to furnish and deliver the above goods/services pursuant to the BID scope of work and made part hereof:

\_\_\_\_\_  
Total Amount in words for all Sites

\$ \_\_\_\_\_  
Total Amount in numbers for all Sites

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Federal I.D. # or Social Security#

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address