Asbury Park Housing Authority
HOUSING AUTHORITY & URBAN REDEVELOPMENT AGENCY

VACANCY PREP UNIT TURNOVER

RFP-AP-55-0-2024/CB

RFPs are due by December 10, 2024 @ 12:00pm

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

NOTICE TO VENDORS

In accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., sealed RFPs will be received by the Asbury Park Housing Authority (the Authority) on **December 10, 2024 at 12:00P.M.** prevailing time in the Asbury Park Housing Authority's Conference Room, 1000 ½ Third Avenue, Asbury Park, NJ 07712. Electronic RFPs will also be received by the Authority at which time and place RFPs will be opened and read in public for: Vacancy Prep Unit Turnover.

VACANCY PREP UNIT TURNOVER

Vendors and the public may attend the RFP opening. During the RFP opening process, the Vendors will be announced as well as RFP amounts.

RFP 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 Vendor and the **"Vacancy Prep Unit Turnover"** on the outside, and addressed to Cynthia Beniquez, at the address above.

Any RFP Addenda will be issued to any vendor who have picked up a RFP package.

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

1. Visiting our website at 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

A pre-bid site visit is scheduled for Tuesday, December 3, 2024 @ 11:00AM. Vendors should confirm their intent to attend by calling Ed McDonald, Director of Maintenance, at 732.774.2660 (Ext. 303) or via email to emcdonald@aphanj.org. Vendors shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

Publication Date: November 16, 2024

Shemea Daniels, Executive Director
Asbury Park Housing Authority

ASBURY PARK HOUSING AUTHORITY
GENERAL INSTRUCTIONS

1. SUBMISSION OF RFPS

A. Sealed RFPs 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 RFP shall be submitted on the proposal form attached, in a) sealed envelope or b) electronic submission via our website, www.aphanj.org under the Business tab.

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

C. It is the Vendor's responsibility to see that RFPs are presented to the Purchasing Agent on or before the hour and at the place designated. RFPs may be hand delivered or mailed. **If the RFP is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope**. RFPs 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 RFPs and will give written notice of any such postponement to each prospective Vendor as required by law.

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

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

- RFPs 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.
- RFPs 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.
- RFPs 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 RFPs Not Accepted

More than one RFP 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 RFP packages are available from the office of 1000 ½ Third Avenue, Asbury Park, NJ 07712 and via the Authority website at www.aphanj.org at no cost to the prospective Vendors. All addenda will be forwarded to any Vendor who has picked up a RFP package.

I. Results of all RFPs will be read at the RFP opening.

2. PREPARATION OF RFPS (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. RFPs shall be ***signed*** by the Vendor, all quotations shall be made with a typewriter/computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the Vendor 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 RFP.

C. Failure to sign and give all information in the RFP may result in the RFP 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 RFP 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: Vendors 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 Vendor may withdraw its RFP at any time before the time set for receipt of RFPs. No RFP may be withdrawn in the 60 day period after the RFPs are received.

G. All forms shall be completed and attached to the RFP proposal. VENDOR IS ALERTED TO THE RFP DOCUMENT CHECKLIST PAGE.

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

3. FIRM FIXED CONTRACT

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

4. INTERPRETATIONS AND ADDENDA

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

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

C. No oral interpretation of the meaning of the specifications will be made to any Vendor. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent, 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 RFPs.

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 Vendors. All addenda so issued shall become part of the specification and RFP documents, and shall be acknowledged by the Vendor 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 RFPs to any person who has submitted a RFP or who has received a RFP package.

E. Discrepancies in RFPs

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 RFP are to acquaint Vendors 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 Vendor on a separate sheet

and submitted with the RFP proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any exceptions by the Vendor, it will be presumed and required that materials as described in the proposal be delivered.

C. It is the responsibility of the Vendor 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 RFP, the Vendor certifies that the goods or services to be furnished will not infringe upon any valid patent or trademark and that the successful Vendor 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. The authority reserves the right to accept or reject any or all RFPs, 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 RFPs at their discretion to any one of the tie Vendors.

C. The Authority reserves the right to choose which alternates, if any, will become part of the Contract.

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

7. CAUSES FOR REJECTING RFPS

RFPs may be rejected for any of the following reasons:

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

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

C. Multiple RFPs from an agent representing competing Vendors;

D. The RFP is inappropriately unbalanced;

E. If the successful Vendor 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 RFP of the next lowest responsible Vendor. (N.J.S.A. 40A:11-24b).

8. CHALLENGE TO SPECIFICATIONS

Any prospective Vendor who wishes to challenge a RFP specification shall file such challenge in writing with the contracting agent no less than three business days prior to the opening of the RFPs. 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 RFP, 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 RFP.

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 RFP or accompanying the RFP of said business organization, Vendors 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 RFP 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 Vendor/proposer/contractor, and each subcontractor that is required by law to be named in a RFP/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. Vendors 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.

16. W-9

Successful Vendor/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

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 Vendor 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 _X__ Applicable ____ Not Applicable

21.1 **BID Bond**. The Vendor must submit a guaranty that it will enter into the Contract if awarded the RFP as the lowest responsible Vendor, in the form of a RFP Bond, substantially in the form in the amount of 10% of the RFP, but not in excess of $20,000, or, at the option of the Vendor, 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**. Upon being awarded the Contract, 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 College.

22. PREVAILING WAGE RATES __X__ 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 RFP 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
__X___ 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 Vendors 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 Vendor does not possess the following DPMC Code classification, then the Vendor must name a subcontractor who possess such classification**:

____ Applicable ____ Not Applicable

- **DPMC Code _____**
- **DPMC Code _____**

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

Vendor 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 Vendor. Vendor 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 Vendor 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)** ____
- **BID Bond (if required)** ____
- **Consent of Surety (if required)** ____
- **Ownership disclosure form** ____
- **List of subcontractors (if any)** ____
- **Non-Collusion Affidavit** ____
- **References** ____

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

- **Business Registration Certificate** – Vendor – Prefer with RFP Response. Required by Law prior to award of contract. ____
- **Public Works Contractor Registration Certificate** (if applicable) Prefer with RFP 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. ____

ASBURY PARK HOUSING AUTHORITY

RFP PROPOSAL FORM/SIGNATURE PAGE

The undersigned declares that he/she has authority to bind the Vendor, that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the RFP and agrees, if this RFP 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

RFP SOLICITATION# RFP-AP-55-0-2024/CB

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

	YES	NO
1. Are there any individuals, corporations, partnerships, or limited liability companies owning a **10% or greater** interest in the Vendor {Vendor}?	☐	☐
IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM. **IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTION 2—4 BELOW.**		
2. Of those parties owning a **10% or greater** interest in the Vendor {Vendor}, are any of those parties individuals?	☐	☐
3. Of those parties owning a **10% or greater** interest in the Vendor {Vendor}, are any of those parties **corporations, partnerships, or limited liability companies**?	☐	☐
4. If you answer to Question 3 is "YES", are there any parties owning a **10% or greater** interest in the **corporation, partnership, or limited liability company** referenced in Question 3?	☐	☐
5. Is the Vendor {Vendor} incorporated as a not-for-profit organization? **IF THE ANSWER TO THIS QUESTION IS "YES", EXECUTE THE CERTIFICATION SECTION.**	☐	☐

IF ANY OF THE ANSWERS TO QUESTION 2-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

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 {Vendor}. 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

ENTITY NAME					
PARTNER NAME					
ADDRESS 1					
ADDRESS 2					
CITY		**STATE**		**ZIP**	

ENTITY NAME					
PARTNER NAME					
ADDRESS 1					
ADDRESS 2					
CITY		**STATE**		**ZIP**	

ENTITY NAME					
PARTNER NAME					
ADDRESS 1					
ADDRESS 2					
CITY		**STATE**		**ZIP**	

Attach Additional Sheets If Necessary

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Vendor} 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.

TITLE OF ATTACHED DOCUMENTS OR WEBLINK	PAGE #

Attach Additional Sheets if Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Vendor}, 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 {Vendor} 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 Vendor making this proposal and that I executed the said Proposal with full authority to do so; that said Vendor/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 VENDOR.

(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 Vendor)

AFFIRMATIVE ACTION COMPLIANCE NOTICE **_X_ Applicable** **__ Not Applicable**

FOR CONSTRUCTION CONTRACTS

(N.J.S.A. 10:5-31 et seq.) IN.J.A.C. 17:27-1 et seq.)

This is a contract for construction subject to the Mandatory EEO language applicable to construction contracts The successful Vendor must, subsequent to notice of Contract award and prior to Contract execution submit Affirmative Action Evidence consisting of an Initial Project Workforce, *i.e.,* Form AA-201. The Vendor also agrees to submit monthly to the College and the New Jersey Department of Treasury, Division of Contract Compliance and EEO a copy of the Monthly Project Workforce Report for the duration of its Contract performance.

A failure to timely submit the required Affirmative Action Evidence or otherwise fail to comply with the requirements of N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27-1 *et seq.* may result in forfeiture of the Vendor's RFP Guarantee and the result in the Vendor's liability for the extra costs incurred in contracting with another contractor to perform the Contract or result in rejection of Vendor's RFP Proposal as non-responsive.

COMPANY:_____ SIGNATURE:_____

PRINT NAME: _____ TITLE:_____

DATE:_____

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 aRFPe 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 RFP 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:
07/14/04

EFFECTIVE DATE:
01/01/01

Acting Director

FORM-BRC(08-01)

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

SAMPLE

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

For Office Use Only:

20041014112823533

Disclosure of Investment Activities in Iran

Vendor Name:

Part 1: Certification

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

Pursuant to Public Law 2012, c.25, any person or entity that submits a RFP 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. Vendors must review this list prior to completing the below certification. Failure to complete the certification may render a Vendor'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 Vendor listed above nor any of the Vendor'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 Vendor 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 INVESTEMENT 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 activates 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.

Full Name (Print):		**Title:**	
Signature:		**Date:**	

NOT CURRENTLY REQUIRED PENDING LITIGATION

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS
PURSUANT TO P.L.2022, c.3
VACANCY PREP UNIT TURNOVER

CONTRACT / RFP SOLICITATION No. RFP-AP-55-0-2024/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 RFP being rendered as non-responsive, and the Owner will not be permitted to contract with such person or entity, and if a RFP 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/Vendor is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3,[i] 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.

_____ Date:_____
Signature of Authorized Representative

(PRINT NAME) _____

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

The undersigned Vendor hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

tial)

Acknowledged for: _____
(Name of Vendor)

By:_____
(Signature of Authorized Representative)

BID BOND

We, the Vendor, _____, as **PRINCIPAL**, and _____ as **SURETY**, are held and firmly bound unto AUTHORITY, hereinafter called the "Obligee", in the penal sum of 10%,of the Principal's Total RFP Price, NTE $20,000.00, lawful money of the United States, for the payment of which sum well and truly to be made the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The **CONDITION** of this obligation is such that, whereas the Principal has submitted the accompanying RFP, dated _____, 20__, for the following Project:

AUTHORITY

NAME OF PROJECT: Vacancy Prep Unit Turnover

NOW, THEREFORE, if the Obligee shall accept the RFP of the Principal and the Principal shall timely enter into a Contract with the Obligee in accordance with the terms of such RFP, and give such bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if Principal shall pay to the Obligee the difference not to exceed the penalty hereof consisting of the difference between the amount specified in said RFP and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said RFP, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20_____.

The name and corporate seal of each corporate party is affixed and this RFP bond is herewith duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL / VENDOR

ATTEST:

_____	_____
Principal's Name	Signature
_____	_____
Principal's Address	Name
_____	_____
Officer's Signature	Title
_____	_____
Name of Signer	Date
_____	
Title of Signer	
_____	
Date (Affix Corporate Seal)	

SURETY COMPANY (FOR BID BOND)

_____	_____
Name of Surety	Name of Witness
_____	_____
Address of Surety	Signature of Witness
_____	_____
Signature of Attorney-in-Fact	Title of Witness
_____	_____
Name of Attorney-in-Fact	Date
_____	
Date	

(Affix Corporate Seal)

An attorney-in-fact who signs must attach a certified and effectively dated copy of their power of attorney clearly indicating signer's authority to sign the required BID Bond.

CONSENT OF SURETY

RE: _____
(Vendor)

ASBURY PARK HOUSING AUTHORITY (Owner)

NAME OF PROJECT: Vacancy Prep Unit Turnover

ON NOTICE TO OWNER, the undersigned surety company, being duly qualified to engage in the surety business in the State of New Jersey and meeting all the conditions and requirements of the Project Owner's RFP Solicitation, does hereby certify, consent, agree, promise, covenant, represent, guarantee and warrant to the Project Owner that, if the Contract for this Project is awarded to the Contractor/Vendor, the undersigned surety company shall promptly issue the separate performance bond and the labor and material payment bond, both bonds to be in an amount equal to one hundred percent (100%) of the total contract price and to be conditioned so as to indemnify the Project Owner against any loss due to the failure of the Contractor/Vendor to meet its obligations under the awarded Project Contract and otherwise in the form required by the Project Owner's RFP Solicitation.

CONTRACTOR/VENDOR

_____
Print Company Name

_____
Signature

_____
Name of Signer

_____
Title of Signer

Date: _____

SURETY COMPANY

_____
Company Name

By: _____
Signature - Attorney in Fact

_____
Name of Attorney in Fact

Date: _____

An attorney-in-fact who signs must attach a certified and effectively dated copy of their power of attorney verifying signer's unqualified authority to sign this Consent of Surety.

LIST OF SUBCONTRACTORS REQUIRED TO BE NAMED
PURSUANT TO N.J.S.A. 40A:11-16

The Vendor **must** name any subcontractors that it intends to use to perform work for the following trades and include the information required**. If the Vendor intends to perform the scope of work with its own forces, it should check the box "Self-Performed**." **Failure to identify all subcontractors in the following trades that will be used in the Project shall result in rejection of the RFP.**

Trade	Self-Performed	Subcontracted	N/A
Plumbing and gas fitting	_____	_____	__
HVACR	_____	_____	__
Electrical Work, including fire alarm and security	_____	_____	__
Structural steel, ornamental iron work	_____	_____	__

DPMC Code ___ Applicable ___ Not Applicable

- DPMC Code _____
- DPMC Code _____

For all subcontractors identified above, list

Name of subcontractor

Address

Scope of work to be performed

License No. (if applicable)

Please use additional sheets as necessary

RFP - Vacancy Prep Unit Turnover
2025-2026

1.0 REQUEST FOR PROPOSALS

Asbury Park Housing Authority (APHA or the "Authority") hereby solicits and requests quotes from qualified contractors to provide Vacancy Prep Unit Turnover Services. This request for quotation is not an offer to buy and should not be assumed as such.

2.0 SCOPE OF WORK (SOW); TECHNICAL SPECIFICATIONS (T/S):

The Asbury Park Housing Authority is seeking proposals from qualified, licensed and insured entities for Vacancy Prep Unit Turnover Services. A contractor is needed to assist in turning over an estimated 50-75 units each year for new tenants. Any contract awarded will be awarded for a term not to exceed 1 year unless the option to renew for one (1) additional year is exercised by the Board of Commissioners. **Time is of the essence and quick turnover on these units is critical**. Unit turnaround should be within 10 calendar days or less, which includes coordinating the pest control services of each unit with authority staff unless otherwise mutually agreed upon. For the purpose of this proposal, "Calendar Day" shall include working Monday through Friday excluding weekends and holidays unless it is deemed in the best interest of the Authority to allow weekend or holiday work.

It is the intent of the Authority to award a contract to provide Vacancy Prep Unit Turnover Services. The winning contractor must be available on an as-needed basis to provide complete make ready services which include: Janitorial Services, Maintenance, Perimeter Finishing and Painting. Trash removal will be completed by APHA prior to the make ready service. Proposers must submit a proposal based on all of the services.

The Contractor will be notified by the Maintenance Supervisor when a unit is ready for turnover. The Maintenance Supervisor will issue a task order and provide the scope of work to the contractor before work is to begin. Once the Contractor is notified, he/she is to start the unit turnover no later than noon the next day and must complete the unit within ten (10) calendar days. This includes completing any punch list items and passing a final inspection. The task orders may be issued at any time during the term of the agreement and the assignment of work projects will be made solely at the discretion of the Authority. Should a contractor be assigned more than one task order at any given time, the Contractor is still responsible for completing each unit in the 10 day timeframe and not in addition to. For example, if a contractor has one three-bedroom unit to turn around and accepts another three-bedroom unit on the same day, the total time to complete both units is ten days and not twenty.

The Authority seeks a formal response from Contractors as to qualifications and experience to perform assignments within the Scope of Services. The contractor selected by the Authority will be required to follow the Authority policies as specified in this RFP and Contract. Regular communication with the maintenance supervisor is critical to the contractor's success. Contractors should never assume anything and should never begin work on a unit until receiving a task order and scope of work.

RFP - Vacancy Prep Unit Turnover
2025-2026

2.1 Services to be Provided

The services being requested for a complete make ready will occur in four phases. However, at times the Authority may choose to select only one, any combination of, or all services to be performed by the contractor(s) at its sole discretion if it is in its best interest to do so. The four phases included in a complete make ready are as follows:

- Complete Make Ready
  - Janitorial Services
  - Maintenance
  - Finishing the Perimeter
  - Painting

2.2 Trash Removal

Trash Removal becomes necessary when residents move out of a unit and leave behind trash and personal belongings that must be removed prior to the Unit Turnover taking place. Trash removal is inclusive of sheds, garages, basements, storage units, and yards. **Trash removal services are not included in the complete make ready services but, if needed, will be billed based on the amount included in the contract pricing.**

If a unit needs to have furniture or trashed removed by the contractor, the contractor selected to complete the make ready will be responsible for removal and disposal of the items in a timely manner. The manager and contractor will together make a determination of the trash removal level and the amount of time the contractor has to remove the items from the unit with the manager having the ultimate authority.

2.2.2 Trash removal is simply to remove and properly dispose of all designated trash from the unit. Trash removal includes but is not limited to items left inside cabinets and closets.

- Vendor shall provide any trash bags or other supplies for the process.
- Bulk and bagged items (furniture, mattresses, box springs, etc.) must not be left at any resident trash areas. All bulk debris must be removed to the APHA bulk container currently located at Lincoln Village.
- Proposers are cautioned against over filling vehicles and shall properly tie down all items to prevent injury or property damage.

2.2.3 The removal of trash from units shall be done in a safe manner and not cause damage to APHA Property (i.e. dragging a sofa down a hallway and scratching the floor, etc.). Such damages can result in reducing the invoice amount if the contractor does not make the necessary repairs acceptable to the property manager.

2.3 Janitorial Services

The first step in preparing a vacant unit for a new occupant is to complete janitorial services, cleaning and sanitizing. All surfaces must be wiped off or washed cleaned. This includes, but is not limited to, food, grease, webs, dust, dirt, insects, insect eggs and feces. Special considerations for janitorial service include:

2.3.1 Bathroom

- Non-abrasive cleaners shall be used to remove soap scum, mildew, calcium deposits from tub, commode, shower, sink and ceramic tile, etc.
- Clean and disinfect all bathroom fixtures (faucets, sink, toilet, bathtub, handles, knobs, etc.)
- Mirror, medicine cabinet, counter, vanity, exhaust fan, and all other surfaces shall be cleaned.
- Cabinets, drawers and hinges shall be cleaned and free of debris.
- Remove old caulk and apply new caulk to bathtub/shower, sink, and toilet base

2.3.2 Floors

2.3.2.1 Stripping Floors

- Use buffer to strip tile floors.
- Clean all corners, under and/or around heat registers and vents.
- Clean baseboards and cove base throughout unit.

2.3.2.2 Sealing & Waxing

- Apply 2 coats of sealer and 2 coats of wax to floors.

2.3.2.3 Wood Floors

- Clean wood floors and apply polyurethane or paint as specified in scope of work

2.3.2.4 Ceramic Tile

- Clean ceramic floors including grout

2.3.3 Fixtures & Globes

- Clean all interior and exterior light fixtures, light shades, globes and switch plates and switches.
- Fixtures shall be free of fingerprints, marks, dust and insects.

2.3.4 Windows & Frames

- Clean all windows, doors, frames and seals, including front and

back storm doors, and including handles and knobs.

- Remove and repair any damage from any old hardware remaining from previous blinds and shades no longer in use.
- All shades must be replaced.

2.3.5 Kitchen

2.3.5.1 Stove

- Clean the outside of the stove with degreasing soap or all- purpose cleaner.
- Use the degreaser or all-purpose cleaner on the knobs and handles as well.
- Use oven cleaner for the inside of oven door, inside of broiler, the pan and the oven interior.
- Clean drip pans and grates
- Clean range hood and replace filter.

2.3.5.2 Kitchen Wall

- Kitchen walls must be cleaned for excessive smoke or grease damage. The area behind the range must be cleaned as well.

2.3.5.3 Refrigerator

- Contractor shall defrost, clean and dry refrigerator.
- Clean refrigerator using an all-purpose cleaner or any other cleaner that does not harm coating or gaskets.
- Clean excess dust from bottom and rear coil of refrigerator.

2.3.5.4 Cabinets/Sinks/Countertops

- Clean all cabinets inside and outside with degreaser or all- purpose cleaner.
- Clean sink and countertops with degreaser or all- purpose cleaner.
- Cabinets, drawers and hinges shall be cleaned and free of debris.

2.3.5.5 Miscellaneous

- Clean the Mechanical Room where applicable.
- Clean the outside of the water heater and furnace where applicable.

2.4 Maintenance

The second step in the unit make ready process is to perform maintenance on the dwelling unit. The dwelling unit must function as intended. Maintenance includes making necessary repairs to (or replacement of) apartment fixtures, hardware, and appliances. Special considerations for maintenance include:

2.4.1 Leaking Faucets

- All faucets should be operable (**no leaks**), toilet operable (**no leaks**).

- All drains should be clear, and no leaking waste lines.
- Laundry station should be operable (where applicable).

2.4.2 Windows

- Make sure that all windows, storms and primes are in place properly and are operable. **They should open, close and be able to lock.**
- All screens should be cleaned and in place without any rips or holes.

2.4.3 Doors

- All doors (interior, exterior, closets and cabinets) must be able to open and close properly without any missing hardware.
- Replace or repair wheels, tracks, hardware, doorknobs, etc. so that doors are operable and function properly.
- Exterior Doors must be cleaned both on the inside and outside, including screen doors/storm doors.
- Exterior doors must be painted as necessary.
- Interior doors must be painted or shellacked as necessary.
- Check door sweeps and weather stripping. Replace where needed.
- Install doorstops throughout the unit.
- Damaged doors must be replaced. A damaged door may consist of veneer coming off, excessive holes, cracks, or anything beyond repair. If the replacement of the door is in question, the maintenance supervisor will have the final say in determining whether to replace it.

2.4.4 Cover Plates

- Replace all electrical cover plates. There should be a cover on any exposed outlet. **Example: switches, receptacles, cable or telephone.**
- Do **NOT** paint cover plates.

2.4.5 Step Treads

- All step treads should be down solid and even without any cracks, chips or breaks. **No tripping hazards.**

2.4.6 Electric Fixtures/Outlets

- All light fixtures should be working and with the proper globe or light shade on it. All receptacles should work. **Make sure all GFCI outlets are functioning properly.**

- All switches and outlets must work.
- Exterior fixtures, such as doorbells, lights, mailbox etc., must work.
- Replace outlets, switches, and fixtures if needed.

2.4.7 Smoke & Carbon Monoxide Alarms/Detectors

- All smoke & carbon monoxide alarms/detectors should be properly installed and working.
- Old, dirty or non-functioning smoke & Carbon monoxide alarms /detectors need to be replaced.
- Install new batteries in all smoke alarms/detectors**.**

2.4.8 Floor

- Remove and replace all bad tiles. If the floor tile terminates between rooms, there should be a transition strip.
- Eliminate any possible trip hazards and replace any bad, damaged or missing baseboards, cove base or toe strips.
- Prior approval by the maintenance supervisor is required for any additional charges due to excessive damage not apparent on the initial inspection (more than 10% of the room). This will not affect the total turnover time without prior approval of the Director of Maintenance.

Prior approval by maintenance supervisor is required for any additional charges due to excessive damage not apparent on the initial inspection (more than 10% of the room). This will not affect the total turnover time without prior approval of the Director of Maintenance.

2.4.9 Ceramic Tile

- Replace any damaged plaster, drywall or Green board behind tile.
- Repair or replace any loose, broken or missing wall tile. Also grout and caulk.
- Prior approval by the maintenance supervisor is required for any additional charges due to excessive damage not apparent on the initial inspection (more than 10% of the room). This will not affect the total turnover time without prior approval of the Director of Maintenance.

2.4.10 Water Heater

- Make sure water heater is operating and venting properly. **Report any problems to the maintenance supervisor.**

2.4.11 Furnaces/Air Conditioners (AC)

- Check thermostat to make sure that it works.
- Replace filter.
- Make sure the furnace/AC cycles properly.
- Vacuum out excess dust and check vents for excess dust. **Report any problems with the furnace/AC to the maintenance supervisor.**

2.4.12 Stove

- All burners should work including the oven.
- All knobs should be on and working.
- Range should have all of its hardware.
- Gaskets should seal properly.
- Range drip pans that are not able to be cleaned must be replaced

2.4.13 Refrigerator

- Must operate properly with all parts and hardware on it.
- Gaskets should seal properly.

2.4.14 Range Hood

- Range hood should be working (fan and light).
- The hood should have all of its parts and hardware such as filters, knobs, bulb, etc.
- Range filters must be replaced

2.4.15 Closets

- Make sure all closet poles and shelves are installed.
- Closets shall be cleaned and free of debris
- Ensure closet doors are operational

2.4.16 Stoppers/Strainers

- All sinks should have some type of stopper or strainer installed which works properly

2.4.17 Bathroom Fixtures

- All fixtures should be properly in place, such as soap dishes, towel bars, medicine cabinets, shelves, toothbrush holders, etc.

2.4.18 Caulking

- Caulk where needed on counter tops, window frames, door frames, kitchen cabinets etc. In apartments caulk the base of all walls that connect two units.
- Caulk around breaker box.

2.5 Finishing the Perimeter

After the vacant unit is cleaned and necessary maintenance updates are completed, the next step in the vacant unit make ready process is to finish the perimeter of the unit by sealing it, preparing the unit for painting, and completing the painting of the unit. Special considerations for finishing the perimeter include:

2.5.1 Sealing of the Unit

- Seal all openings, cracks, and voids where possible including but not limited to around conduits and pipes
- Caulk all baseboards.
- Caulk between kitchen cabinet trim and cabinets if your I.D. badge can slide between the trim and the cabinet.
- Secure all loose material to prevent harborages (e.g., loose trim boards, loose hinges, uncaulked trim).
- Clear silicone must be used inside all cabinets/drawers and where cove base/baseboard meets floor.
- Paintable caulking must be used where cabinets meet wall and where cove base/baseboard meets wall.
- All caulking color should match surrounding surface.
- Any voids larger than ¼" cannot be caulked, additional support is needed, examples:
    - ¼" round wood trim
    - Luan board
    - Expandable foam
    - Expanded foam must be trimmed or sanded
    - Various types of wood trim

2.6 Painting/Preparation and Finishing

- Remove all hangers, hooks, nails, tape, contact paper, wallpaper, borders etc.
- Take out any obvious imperfections in wall or ceilings.
- Take out imperfections around fixtures of any sort and outlets. (DO NOT PAINT electrical fixtures, switches, outlets, cover plates, sprinkler heads, and escutcheon plates.)
- Remove debris and dust from heater registers.
- Use caulk where needed on counter tops, window frames, door frames, kitchen cabinet etc.
- Inspect entire unit before you request approval for painting.

2.6.1 Painting

All painted surfaces will be repainted to provide a uniform finish and shall be free from runs. Work shall be performed in accordance with all the manufacturer's recommendations. The Contractor will be responsible for correcting at his/her expense any work not accepted by the Authority Staff.

- Contractor shall scrape off all flaking and/or loose paint from ceiling, walls and trim, interior and exterior doors, and exterior windowsill surfaces. Where chipped paint exists, sanding will be performed by use of various grades of sandpaper to featheredge chipped areas to allow a smooth flow of paint and prevent further chipping.
- Contractor shall perform surface preparation throughout unit on all walls and surfaces requiring painting for the application of paint; surfaces shall be prepared to be consistent with the existing surface. Contractor will paint the unit in accordance with the terms of this proposal and scope of work.
- All nails, screws, brackets, debris, etc., shall be removed. All holes in the walls, ceilings, doors, trim, etc., as well as cracks, will be properly filled, floated or caulked flush with existing surface. Finish will match all other existing finish work.
- All doors and window trim must be painted. **DO NOT PAINT DAMAGED DOORS**. Damaged doors must be replaced as identified and defined in Section 2.4.3. Doors include but are not limited to interior, exterior, and screen doors
- If range hoods are currently painted, and range hood paint is peeling, flaking or bubbling, paint with heat-retardant paint, or replace range hood. DO NOT paint range hoods if not currently painted. Touch up any nicks or scrapes to appliances with appliance paint.
- DO NOT paint electric boxes, breaker boxes, or cover plates unless previously painted. DO NOT paint shut.
- Properly use drop cloths. Improper use could lead to termination of the contract and you will also be held liable for costs to restore floors, stairs, hardwood floors, VCT tile, ceramic tile, etc.
- Properly clean paint equipment and wall repair materials. Do not clean paint equipment in units. Protect all drains from clogging. Contractor may be held accountable for plumbing costs incurred due to Contractor's actions. DO NOT dispose of paint in trash chutes.

2.7 **Additional Services –** From time to time the Authority requires additional services to be performed that are not included in the total make ready of the unit or that are required separate from the total make ready of the unit. Those services may include:

2.7.1 Bathroom Fixtures Replacement of tubs, sinks, toilets and tub surrounds (no size unit, just per each)
2.7.2 General Painting (interior, exterior) flat rate for unit size and hourly rate for specialty items such as only one wall painted).
2.7.3 Concrete repairs
2.7.4 Door replacement
2.7.5 Windows
2.7.6 Drywall and Trim
2.7.7 Walls/Ceilings

2.7.8 Electrical
2.7.9 Floors
2.7.10 Cabinetry
2.7.11 Routine Handyman Repairs (interior, exterior) that may include, but are not necessarily limited to:

- Tile Repair
- Door Adjustment Repair
- Trim/molding
- Drywall Repairs
- Other General Maintenance and Repairs

2.7.12 General Janitorial Services
2.7.13 Minor Plumbing Services

- Plumbing stoppage
- Replace p-traps, stems, shower heads, etc.

Additional services shall not be performed without the prior approval of the Maintenance Supervisor and a Task Order for those additional services. If additional services are required in conjunction with a unit turnover, this will not affect the total turnover time without prior approval of the Director of Maintenance.

2.8 General Requirements

2.8.1 Time – First Day of Work

2.8.1.1 If the Maintenance Supervisor contacts the Contractor by 12:00 noon, the Contractor shall pick up the key no later than 4:00 p.m. that day. The next day will be considered the first day of work in calculating the amount of time to complete the unit (including weekends and holidays).

2.8.1.2 If the Property Manager contacts the Contractor after 12:00 noon, the Contractor shall pick up the key no later than 12:00 noon the next day after the initial call from the Property Manager. The day after the call will be considered the first day of work in calculating the amount of time to complete the unit regardless of when the contractor picks up the key (including weekends and holidays).

2.8.1.3 If additional services are required due to excessive damage not apparent on the initial inspection, the Maintenance Supervisor shall be notified immediately.

2.8.2 Quality Control and Inspection

2.8.2.1 Upon completion of the unit, the Contractor shall complete and sign the Contractor's Quality Control Certification and submit it to the APHA Maintenance Supervisor. Contractor shall email/call the APHA Maintenance Supervisor that the unit is ready for inspection. After the inspection, APHA staff will return the punch list to the Contractor with any unsatisfactory or incomplete work marked that needs to be completed. After completing the punch list, the Contractor shall notify the Maintenance Supervisor though email/phone call that the property is ready for inspection again.

2.8.2.2 Inspections shall be scheduled no later than 4:00 pm prior to the last day of the standard completion time to complete the unit, in order to be accepted within the specified time allowed. The Maintenance Supervisor will walk the unit with the Contractor no later than the next day when notified by contractor that the unit is ready in order to verify that the items on the punch list have been completed and the unit is ready for move- in. Contractor shall not invoice APHA until the punch list is completed and signed off by the Maintenance Supervisor.

2.8.2.3 Contractor shall turn in key as soon as the unit is complete, inspected, and approved.

2.8.3 **Trash -** The contractor is responsible for all trash and debris in front and rear yards of vacant units.

- All trash and recycling receptacles should be cleaned and empty with completion of the unit.
- Contractors are not to remove the trash receptacles (wheeled waste carts) from the units as they are the property of the Waste Collection Services Contractor. The cost for any missing trash receptacles will be deducted from the contractor's invoice.

2.8.4 Liquidated Damages

2.8.4.1 The Contractor(s) shall be obligated to pay the Authority the sum of one hundred and no/100 dollars ($100.00) per day for each day that the Contractor(s) fails to Complete services within the ten (10) calendar days' standard completion period for unit turnover work unless conditions beyond the control of the Contractor(s) exist and mutual agreement with the director of maintenance has been obtained prior to the completion date for the unit. Any waivers are limited to the specific unit and do not affect other unit assignments. Reasonable cause for an extension may include but is not limited to non-availability of specific materials, parts, or equipment necessary for completion; or nonperformance of third parties on identified third party work.

2.8.4.2 The Contractor shall be assessed $25.00 for each failed inspection. This assessment is in addition to the liquidated damages described in Section 2.8.2.1 above. There may be more than one failed inspection per unit.

2.8.4.3 Failure to comply with all of the requirements of the scope of work (Section 2 of this RFP) may result in a reduction of the Contractor's fee by 10% for that service.

2.8.4.4 The Director of Maintenance or Maintenance Supervisor may waive the fee reductions at their discretion after discussing extenuating circumstances with the Contractor. Such waiver shall

be in writing at the time of the service.

2.8.5 Security

2.8.5.1 Identification - Contractor shall provide ID cards/badges for all employees working on the Authority's properties. No employee will be allowed on the Authority's properties without his/her ID card/badge on his/her person. Contractors must submit to the Authority a sample of his/her ID card/badge prior to signing a contract if requested. Contractor is to report personnel changes to the Authority as they occur and prior to the personnel commencing work for the Authority.

- If any employee is deemed unacceptable by the Authority, the Contractor shall immediately replace such personnel with an acceptable substitute to the Authority.
- Belligerent, antagonistic or threatening behavior by Contractor or his/her employees will not be tolerated. If an employee is exhibiting such behavior, that employee shall be replaced immediately as noted above. If the Contractor is exhibiting such behavior, he/she may be given a warning or may be terminated depending on the circumstances and the behavior at the Authority's discretion.

2.8.5. Physical Security -

- Contractors will be issued by the Authority, no more than two keys and/or key fobs to enter the Authority's Properties.

- Contractor shall be responsible for safeguarding all the Authority property provided for Contractor use. At the close of each workday, the Authority facilities, property and materials shall be inspected and secured. The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by the Authority are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Contractor by the Authority shall be duplicated. If the Contractor loses the keys to the lock, the Authority will replace the lock and bill the Contractor for the cost to replace the locks.
- Contractor shall use reasonable care to clearly mark all work areas that might be expected to endanger the health and safety of residents, guest or any other persons. Contractor will provide at their own expense such signs, markers and barricades as required to identify all work areas and minimize inherent dangers.
- At no time shall a contractor allow anyone (prospective tenant, neighbor, etc.) other than an employee of the Authority into a unit that is being turned over.

2.8.6 Conservation of Utilities – The Contractor shall practice utility conservation in all the Authority facilities. The Contractor shall be

responsible for operating under conditions, which preclude the waste of utilities, which shall include:

- Lights shall be used only in areas where and when work is actually being performed.
- Mechanical equipment controls for heating, ventilation, and air conditioning systems shall not be adjusted by the Contractor or by Contractor employees.
- Water faucets or valves shall be turned off after the required usage has been accomplished.

2.8.7 **Materials and Supplies** – The Contractor must provide supervision and other items, at Contractor's own expense, all equipment, labor, cleaning supplies, to include but not limited to bleach, oven cleaner, glass cleaner, floor stripper and wax, non-abrasive bathroom cleaners, tools, etc., necessary to perform all of the required services under this RFP and any resulting contract. The Contractor will furnish all maintenance materials (e.g., paint, flooring, doors, etc.) along with the following items:

- Drywall
- Drywall compound
- Spackling/Plaster
- Paint brushes, rollers, drop cloths
- Adhesives
- Caulk
- Fasteners
- Door Stops
- Janitorial Supplies – Janitorial supplies must be comparable to what the Authority purchases for use by in-house staff.

In some instances, the maintenance materials furnished by the Authority may be out of stock items and will need to be purchased directly by the contractor in order to complete the allotted time for completion of the units. These expenses must be *approved prior to purchase, by the director of maintenance,* for the contractor to be reimbursed with proof of receipt. Please note that the Authority is tax exempt and will not pay taxes on any purchases made by the contractor.

2.8.7.1 The Authority reserves the right, if in its best interest to do so, to request a change in products (i.e. brand or type of product) used by the contractor should the product be deficient and/or not in accordance with the Authority's Standards.

2.8.7.2 Any remaining materials and supplies provided and/or provided for by the Authority are the property of the Authority and shall be returned to the maintenance supervisor upon completion of the

Unit.

2.8.8 **Qualified Staff -** Contractor shall have work crews, qualified by training and experience, and licensed to perform the work required. Contractor shall have adequate staff to insure make ready units are completed to include punch list items within the 10 days of task order. If there is a change in the level of staff as listed in the proposal, Contractor shall notify the Authority immediately.

2.8.9 The Contractor shall visually inspect the property in order to learn the characteristics of the site and to agree (in writing) with the property manager as to the level of work if different than that specified in the purchase order. No plea of ignorance by the Contractor of the conditions that exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations and to agree with the property manager before work commences, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirement of the Authority or the compensation to the Contractor.

2.8.10 Contractor shall pay all of its employees, including any and all approved subcontractors, the prevailing wage for maintenance as determined by the United States Department of Labor and the United States Department of Housing and Urban Development. In general, the Davis-Bacon Act requires that for each contract over $2,000 for the construction, alteration and/or repair (including painting or decorating) contractors and subcontractors are required to pay their laborers and mechanics employed directly upon the "site of the work" no less than the locally prevailing wage and fringe benefit rates.

2.8.11 Contractor shall provide a six-month warranty on all labor and workmanship. (Complete and return the attached Warranty.)

2.8.12 Contractor must submit a separate invoice for each task order.

2.8.13 Contractor hiring APHA residents as employees or as subcontractors shall report all amounts paid to APHA.

2.8.14 **Invoices**

2.8.14.1 Contractor shall not perform any services without a Task Order or a Purchase Order Number. If Contractor performs services without a Task Order or Purchase Order Number, the APHA shall not be required to pay Contractor for those services or materials.

2.8.14. All invoices must have a valid Task Order or PO number.

2.8.14. All Invoices must include a APHA-signed copy of the Punch List and the date property was serviced in the description of the service. Invoices shall not be backdated; the date on the invoice shall match the date the invoice is submitted to APHA or the date the invoice is placed in the mail. Invoices which are not dated in accordance with this section will be rejected and the Contractor will need to submit a revised invoice to receive payment

2.8.14. All invoices must be submitted within 30 days for services performed. No Contractor may invoice for services not rendered. Contractors violating this section may be terminated.

2.8.14. APHA will *not* pay invoices until services are fully completed as scheduled.

2.8.14. Invoices shall be sent to APHA Finance Department, 1000 ½ Third Avenue, Asbury Park, NJ 07712 or emailed to finance@aphanj.org

It shall be clearly understood that all services requested in this RFP are on an "as needed basis" and that the values referred to in response to this RFP in no way constitute a guarantee of the level of effort that may be requested of the successful Vendor or guarantee a certain value.

3.0 DEADLINE

All quotes must be submitted by **10:00 AM** (local time) on **March 11, 2024**. Proposals may be mailed/hand delivered to 1000 ½ Third Avenue, Asbury Park, NJ 07712 or uploaded via our website www.aphanj.org. Select Business tab, then select Requests for Proposals. Select appropriate RFP and upload documents.

4.0 QUOTE FORMAT

All quotations should consist of, at a minimum:

A. A completed Fee Submission Form (Attachment A)

The cost shall be a firm fixed price inclusive of all elements required to deliver the services, including but not limited to: employee costs and benefits, clerical support, supplies, materials, licensing, insurance, travel, fuel surcharges, franchise fees, etc. Please note that such cost is inclusive of all elements required to provide these services as specified herein and each fee proposed shall be fully "burdened" with profit and overhead costs.

If the firm fixed costs exceeds the maximum amount budgeted, the proposer will not be awarded for those services. Please note that maximum fees are:

If due to unforeseen circumstances the unit requires extensive services, the property manager and contractor shall negotiate fees for those extensive services considering the additional service fees provided on the fee submission prior to the commencement of work and that negotiated amount shall be on the purchase order.

B. **Professional Performance and Project Assessment** (Attachment B)
   a. Note that you *must* reference any previous work for APHA, but do not list work performed for APHA for more than one reference.
C. **Section 3** Business Preference Documentation (Attachment C)
D. **Financial Viability:** Proposer will show proof of working capital with a minimum amount of $10,000 by executing and submitting the Statement of Financial Viability, *Attachment L* in Tab7. As it may become necessary, the Contractor may need to purchase materials with prior approval of the Authority for completion of a unit and will later be reimbursed by the Authority with proof of receipt. The Authority will at no time issue partial payments to contractors before or during any work orders being performed. Payments will only be made once work has been completed by the proposer and is approved by the Authority. The estimated turn-around time for payments is net 30 days
E. **Time and Scheduling** - Time is of the essence for unit turnovers and the Contractor must show proof of understanding of the Authority's strict timeline for the ten (10) turnover by executing and submitting *Attachment I,* Unit Turnover Time and Scheduling.

   In some instances, due to the nature of work to be completed, it may become necessary for the completion of work to take longer than the allotted 3- or 5-day turn around. The Authority shall have sole discretion in determining the amount of time to be extended due to these circumstances.
F. **Warranty** (complete and return the attached Warranty form)
G. Copies of licenses applicable to the scope of work of this RFP (if any)

7.0 AWARD CRITERIA

Award shall be made to the responsive and responsible contractor(s) that submits the best value to the Authority using price and other factors listed below as determined by a committee of Authority employees. Factors which will be considered include: fees, relevant experience, project management ability, and technical capabilities.

7.1 The following evaluation criteria will be utilized to evaluate each proposal:

5 = Excellent
4 = Above Average
3 = Average
2 = Below Average
1 = Poor
0 = Non-Responsive

NO	POINTS	WEIGHTED AVERAGE	FACTOR DESCRIPTION
1	**0-5**	**25%**	The **PROPOSED COSTS** to provide the services requested
2	**0-5**	**25%**	Demonstrated **QUALIFICATIONS** of the Proposer as indicated in Section II of *Attachment B.*
3	**0-5**	**25%**	Description of Contractor's **QUALITY CONTROL PLAN** and **SAFETY PLAN** as indicated in Section III of *Attachment B.*
4	**0-5**	**25%**	Evidence of the Proposer's **RELEVANT EXPERIENCE** as indicated in Section IV of *Attachment B.*
	20	**100 %**	**Total Possible Points**

8.0 CONTRACT

The Authority will not execute a contract on the successful proposer's form of contract. See *Attachment D* for Small Purchase General Terms and Conditions, HUD 5370-C-II and the accompanying Wage Determination. By submitting a response, the successful proposer agrees to the terms in this RFP and the attachments. A Notice of Contract Commencement will be sent to the successful contractor. Alternatively, APHA may utilize a different form of contract; by submitting a response the successful proposer agrees to execute APHA's form of Contract.

9.0 RIGHT TO REJECT QUOTES

APHA reserves the right to reject any or all quotes, to waive technicalities, and to accept any quote deemed to be in its best interest. APHA also reserves the right to seek additional or new quotes and to waive informalities and minor inequities in quotes received.

10.0 PUBLIC RECORD

All RFPs/proposals submitted to APHA are subject to New Jersey Public Records Law and the Sunshine Act (5 USC 522(b)) and may be subject to disclosure to the public. Information in proposals that would be deemed a trade secret or otherwise not subject to disclosure under public records laws shall be clearly indicated as such by the contractor, including citations from the New Jersey Public Records Law or the Sunshine Act for the exemptions. Also, the contractor shall submit one hard copy and one electronic copy of its proposal and other submissions, which has been redacted of all trade secrets and other information not subject to disclosure pursuant to a public records request. Failure to do so may subject the entire contents to disclosure under public records laws.

RFP Vacancy Prep
Unit Turnover

Attachment A: Contractor's Fee Submission Form

TOTAL UNIT TURNOVER

Proposed Fees: Vendor shall provide firm fixed costs to provide the services described in the RFP

TOTAL UNIT TURNOVER INCLUDES JANITORIAL SERVICES, MAINTENANCE, FINISHING THE PERIMETER, AND PAINTING (See RFP Section 2.1) ALSO SEE THE RFP FOR MAXIMUM RATES TO BE AWARDED.

	Firm, Fixed Rate Per Unit
HIGH RISES	
0 Bedroom/Studio (approx. 300 sq. ft.)	$_____
1 Bedroom (approx. 500 sq. ft.)	$_____
2 Bedroom (approx. 600 sq. ft.)	$_____
TOWNHOMES AND FLATS	
1 Bedroom (approx. 500 sq. ft.)	$_____
2 Bedroom (approx. 650 sq. ft.)	$_____
3 Bedroom (approx. 750 sq. ft.)	$_____
4 Bedroom (approx. 850 sq. ft.)	$_____

RFP Vacancy Prep Unit Turnover

TRASHOUT PRICING

Proposed Fees: Vendor shall provide firm fixed costs to provide the services described in the RFP

TRASHOUT SERVICES ARE EXPLAINED IN RFP SECTION 2.2. ALSO SEE THE RFP FOR MAXIMUM RATES TO BE AWARDED.

	Firm, Fixed Rate Per Trashout
HIGH RISES	
0 Bedroom/Studio	$_____
1 Bedroom	$_____
2 Bedroom	$_____
TOWNHOMES AND FLATS	
1 Bedroom	$_____
2 Bedroom	$_____
3 Bedroom	$_____
4 Bedroom	$_____

Related Services

Provide a firm fixed hourly rate for services **not** noted above yet related services. Please review the scope of work in the RFP to understand which services are included in a complete vacancy prep and are included in the fees above.

	Firm, Fixed Rate
BATHROOM FIXTURES	
Tub – Remove and Replace (each)	$
Sink Vanity -Remove and Replace (each)	$
Tub Surround – Remove and Replace (each)	$
Toilet – Remove and Replace (each)	$
GENERAL PAINTING	
Interior (hourly)	$
Exterior (hourly)	$
CONCRETE	
Repairs (hourly)	$
DOOR REPLACEMENT	
Interior Door replacement (each)	$
Exterior Door replacement (each)	$
Storm Door replacement (each)	
WINDOWS	
Screens (each)	$
Locks (each)	$
Sash – Remove and Replace (each)	$
DRYWALL AND TRIM	
Drywall Replacement (per square foot)	$
Baseboard/trim (per linear foot)	$
WALL/CEILING	
Surface repairs (per sq. ft.)	$
Re-Grout shower walls / floor (per sq. ft.)	$
ELECTRICAL	
Replace range hood (each)	$
Basic troubleshooting and repair/replace wiring, circuit breakers, etc. (hourly)	$

RFP Vacancy Prep Unit Turnover

FLOORS	
Stripping and waxing floors (hourly)	$
Replace VCT (sq. ft.)	$
Repair ceramic tile (sq. ft.)	$
Replace ceramic tile (sq. ft.)	$
Strip, sand, stain and polyurethane wood floors (sq. ft.)	$
GENERAL CABINETRY	
Sanding, priming & painting (linear foot)	$
Stain, varnish clear coat (linear foot)	$
Remove/replace countertop (each)	$
Remove/replace wall hung cabinets (each)	$
Remove/replace base cabinets (each)	$
GUTTERS	
Cleaning (linear foot)	$
Repairing/Caulking (linear foot)	$
GENERAL HANDYMAN	
Routine handyman repairs (interior/ exterior) (hourly)	$
GENERAL JANITORIAL	
General janitorial services (hourly)	$
MINOR PLUMBING	
Plumbing services (plumbing stoppage, replace p-traps, stems, showerheads, etc.) (hourly)	$_____

Notes and Exclusions:

RFP Vacancy Prep Unit Turnover PROPOSER'S STATEMENT

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Authority discovers that any information entered herein to be false, such shall entitle the Authority to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the response, the undersigned is thereby agreeing to aRFPe by all terms and conditions pertaining to this RFP as issued by the Authority, either in hard copy or on the noted Internet System. Upon issuance of award to proposer, APHA is accepting Contractor's offer contained in the submittal and this Fee Submission. No other contractual documents will be necessary or accepted unless specifically expressed in the notification of contract commencement. The Contract commences upon APHA's issuance of a Notice of Contract Commencement, which may or may not be in the form of a copy of the Contract Documents, unless said notice expressly states otherwise, in those instances, Contract Commencement occurs in accordance with the notification. Pursuant to all RFP Documents including attachments, this Fee Submission Form, and pursuant to all Documents submitted, the undersigned proposes to supply the Authority with the services described herein for the fee(s) submitted pertaining to this RFP.

Date:_____, 20

Company:_____

Address:_____

City, State, Zip _____

By:_____
(Signature of Vendor)

By:_____ Title: _____
(Print Name)

Fed Tax ID: _____

Vacancy Prep Unit Turnover

PROFESSIONAL PERFORMANCE ASSESSMENT
ATTACHMENT B

Evaluation Factor 2: Qualifications (25%)		Proposer's Response
1	Clearly detail and describe the contractor's experience and expertise in performing the services described in this solicitation. Add additional pages if needed.	
2	Identify the employees who would be performing work for APHA. If additional space is needed to provide the employee information, please attach a second sheet to this assessment form.	Name:
		Type of Work:
		Number of Years employee has worked for contractor?
		Description of experience (or attach resume):
		Name:
		Type of Work:
		Number of Years employee has worked for contractor?
		Description of experience (or attach resume):
		Name:
		Type of Work:
		Number of Years employee has worked for contractor?
		Description of experience (or attach resume):

Vacancy Prep Unit Turnover

PROFESSIONAL PERFORMANCE ASSESSMENT
ATTACHMENT B

Evaluation Factor 3: Quality Control and Safety Plan (25%)		Proposer's Response
1	Describe your plan or procedure to monitor employees and/or subcontractor performance to maintain quality control in completing your services in accordance with the requirements of the scope of work in this RFP.	
2	Describe your method of scheduling services and procedures to maintain the level of service as required by the scope of work in this RFP	
3	Describe your safety plan for the protection of APHA facilities and property and to provide a safe work environment for Contractor personnel.	

Vacancy Prep Unit Turnover

PROFESSIONAL PERFORMANCE ASSESSMENT
ATTACHMENT B

Evaluation Factor 4: Relevant Experience (25%)		Proposer's Response
Proposers should provide three references for work completed in the last five years. **Any previous work for APHA MUST be referenced. Do not list work for APHA as more than one reference.** References shall be relevant to the type of work you are seeking to do for APHA for residential housing, and/or residential communities. Include the Owner, with contact name, phone number, and email address. **Contact information must be accurate and current, or the entire Reference will receive a score of 0.**		
Reference #1		
1	Identify the individual/company for whom the work was completed.	
	Contact Name	
	Address	
	Telephone number	
	Email Address	
2	Identify the type of work	
3	Provide a brief description of the services performed.	
4	The Dollar amount for the work completed	
5	Describe your ability to remain on schedule.	

Vacancy Prep Unit Turnover

PROFESSIONAL PERFORMANCE ASSESSMENT
ATTACHMENT B

Evaluation Factor 4: Relevant Experience (25%)		Proposer's Response
Proposers should provide three references for work completed in the last five years. **Any previous work for APHA MUST be referenced. Do not list work for APHA as more than one reference.** References shall be relevant to the type of work you are seeking to do for APHA for residential housing, and/or residential communities. Include the Owner, with contact name, phone number, and email address. **Contact information must be accurate and current, or the entire Reference will receive a score of 0.**		
Reference #2		
1	Identify the individual/company for whom the work was completed.	
	Contact Name	
	Address	
	Telephone number	
	Email Address	
2	Identify the type of work	
3	Provide a brief description of the services performed.	
4	The Dollar amount for the work completed	
5	Describe your ability to remain on schedule.	

Vacancy Prep Unit Turnover

PROFESSIONAL PERFORMANCE ASSESSMENT
ATTACHMENT B

Evaluation Factor 4: Relevant Experience (25%)		Proposer's Response
Proposers should provide three references for work completed in the last five years. **Any previous work for APHA MUST be referenced. Do not list work for APHA as more than one reference.** References shall be relevant to the type of work you are seeking to do for APHA for residential housing, and/or residential communities. Include the Owner, with contact name, phone number, and email address. **Contact information must be accurate and current, or the entire Reference will receive a score of 0.**		
Reference #3		
1	Identify the individual/company for whom the work was completed.	
	Contact Name	
	Address	
	Telephone number	
	Email Address	
2	Identify the type of work	
3	Provide a brief description of the services performed.	
4	The Dollar amount for the work completed	
5	Describe your ability to remain on schedule.	

STATEMENT OF FINANCIAL VIABILITY

The Proposer must certify, with the execution and submittal of this document, that they will maintain a working capital of, at a minimum, $10,000 at any given time. It is the responsibility of the contractor to provide any designated materials and supplies (Refer to Section 2.8.5 Materials and Supplies) for completion of any project by the due date without exception. In some cases, materials typically provided by APHA may be out of stock items and will need to be purchased directly by the contractor in order to meet the allotted time for completion of the units. These expenses, approved prior to purchase by the property manager, must be incurred by the contractor to be reimbursed with proof of receipt. At no time will APHA issue partial payments to contractors before or during any work order being performed. Payments will only be made once work has been completed by the proposer and is approved by APHA. The estimated turn around time for payments is net 30 days.

I verify that I understand the above stated terms and conditions for Financial Viability.

_____
Name (Print)

_____
Signature

_____
Date

Attachment E
Vacancy Prep Unit
Turnover

UNIT TURNOVER TIME AND SCHEDULING

Time is of the essence for unit turnovers and by executing and submitting this document, the proposer is demonstrating their understanding of APHA's strict timeline for the ten (10) day turnover.

In some instances, due to the nature of work to be completed, it may become necessary for the completion of work to take longer than the allotted 10 day turn around. APHA shall have sole discretion in determining the amount of time to be extended due to these circumstances.

I verify that I understand the above stated terms and conditions for unit turnover time and scheduling.

_____
Name (Print)

_____
Signature

_____
Date

Attachment F

Vacancy Prep
Unit Turnover

WARRANTY

In accordance with RFP Section 2.8.10, Contractor hereby guarantees that the work performed pursuant to this Request for Proposals shall be free from defects in material, workmanship, and labor for a period of six months from the date of completion of a unit. This warranty is limited as follows:

1. To the property only as long as it remains in the possession of Asbury Park Housing Authority.

2. To the work that has not been subject to accident, misuse or abuse.

3. To the work that has not been modified, altered, defaced, or had repairs made or attempted by others.

4. That contractor be immediately notified in writing within ten (10) days of first knowledge of defect by owner or his agent.

5. That contractor shall be given first opportunity to make any repairs, replacements or corrections to the defective construction at no cost to owner within a reasonable period of time.

I verify that I understand the above stated terms and conditions.

_____
Name (Print)

_____
Name of Company

_____
Signature

_____
Date

ATTACHMENT G:
SMALL PURCHASE CONTRACT GENERAL TERMS AND CONDITIONS

1. INDEMNIFICATION

Contractor hereby agrees to protect, defend, indemnify and hold harmless APHA, its officers, employees, agents, and Board of Commissions from and against all losses, liabilities and any and all claims of whatever kind, nature or description which may be asserted or claimed against APHA indemnities which arise from any act or omission of Contractor, its subcontractors, directors, officers and employees or results from any breach or violation by Contractor, its directors, officers, or employees. Contractor agrees, at its own expense, to pay the full cost thereof, including attorney's fees, if any, incurred by APHA in defending any claim and shall pay any judgment rendered, with respect to the subject of the indemnity contained herein as well as any allegation of libel, slander, invasion of privacy, any failure to obtain any necessary release, permission or clearance, or any other cause of action or claim arising out of materials and elements provided for by Contractor under this Contract. Contractor will be liable, at all times, for damages or destruction of Contractor's equipment and materials, regardless of how such damage occurs. APHA will be under no liability to reimburse Contractor for any such loss. If Contractor insures its equipment and material against physical loss of damage, then Contractor agrees to secure, if required in such insurance, a waiver of subrogation in favor of APHA.

2. INSURANCE REQUIREMENTS

Contractor shall obtain and maintain at all times during the term of this contract, insurance in the following kinds and amounts:

a) Workers' Compensation Insurance as required by state statute and Employer's Liability Insurance covering all of Contractor's employees acting within the course and scope of this Contract.

b) Commercial General Liability Insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

   a. $1,000,000 each occurrence;
   b. $1,000,000 general aggregate;
   c. $ N/A products and completed operations aggregate; and
   d. $50,000 damage to premises and fire damage; and
   e. $5,000 medical expenses for any one person.

If any aggregate limit is reduced below $1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to APHA a certificate of insurance showing compliance with this provision.

c) Professional liability and/or "errors and omissions" coverage with minimum limits as follows:

   a. $1,000,000 each occurrence;
   b. $1,000,000 general aggregate.

If any aggregate limit is reduced below $1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to APHA a certificate of insurance showing compliance with this provision. This coverage is required for vendors who render observational services to the Authority such as appraisers, inspectors, attorneys, engineers, or consultants.

d) Automobile Liability Insurance with APHA named as an additional insured with minimum limits as follows:

   a. $1,000,000 combined single limit;
   b. $50,000/$100,000 for vehicles utilized during the contract when not owned by the Contractor;
   c. $5,000 medical pay.

APHA shall be named as additional insured on the Commercial General Liability Insurance policy. Coverage required of this Contract will be primary over any insurance or self-insurance carried by APHA.

The Insurance shall contain provisions preventing cancellation or non-renewal without at least 45 days notice to APHA and stating that the carrier will waive all rights of recovery, under subrogation or otherwise, against APHA, its office, agents, employees or Board of Commissioners.

Contractor shall provide certificates evidencing such coverage as required by this Contract to APHA upon execution of this Contract and annually thereafter evidencing renewals thereof. At any time during the term of this Contract, APHA may request, in writing, and the Contractor shall thereupon within 10 days supply to APHA evidence satisfactory of compliance with the provision of this section.

3. GOVERNING LAW

This Contract must be governed and construed exclusively by its terms and by the laws of the State of New Jersey and any suit filed to enforce any term of this Contract shall be filed only in a court of competent jurisdiction in Monmouth County, NJ.

4. ASSIGNABILITY

The rights and obligations of Contractor are personal and may be performed only by Contractor. Contractor shall not assign any interest rights or obligations under this Contract without prior written consent of APHA. Any purported assignment that does not comply with this provision is void. This Contract is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

5. SEVERABILITY

If any provision of this Contract is determined by a court having jurisdiction to be unenforceable to any extent, the rest of the provisions of this Contract will remain enforceable to the fullest extent permitted by law.

6. FORCE MAJEUR

Neither party shall be liable for failure to perform if such failure is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

7. AMENDMENTS/MODIFICATIONS

Any amendments or modifications of this Contract must be made in writing and signed by all Parties.

8. WAIVERS

If either party does not seek compensation for breach or insist upon strict performance of any provision of this Contract, that Party is not prevented from seeking compensation or insisting upon strict performance for a future breach of the same or similar provision.

9. HEADINGS

The headings, titles, and captions in this Contract are inserted for convenience only and are in no way intended to describe, interpret, define, prioritize or limit the scope, extent, or intent of this Contract or any provision herein.

10. NONDISCRIMINATION

During the performance of this Contract, Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

Further, Contractor agrees to both of the following:

a) That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

b) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status, national origin, or ancestry.

11. PRIVACY

Any Personal information collected, used, or acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure that its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth

herein. Contractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without express written consent of APHA or otherwise required by law. Contractor agrees to indemnify and hold harmless APHA for any damages related to Contractor's unauthorized use of personal information.

12. PUBLICITY

Contractor agrees to submit to APHA all advertising and publicity related matter relating to this Contract wherein APHA's name is mentioned or language used from which the connection of APHA's name may, in APHA's judgment, be inferred or implied. Contractor shall not publish or use such advertising and publicity matters without prior express written consent of APHA.

13. CONFLICTS OF INTEREST

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 with regard to this contract.

The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer.

14. CONTRACTOR'S STATUS

It is understood that the Contractor is an independent contractor and is not to be considered an employee of APHA, or assume any right, privilege or duties of an employee.

15. LIENS

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

16. WARRANTIES

Contractor warrants that its services and materials provided will be of good quality and consistent with the professional skill and care ordinarily provided by professionals performing the same or similar service and such services and materials shall be provided in accordance with generally accepted industry standards. At all times Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this Contract.

17. IDENTIFICATION

APHA may provide ID Badges for all contractors working on APHA Properties. Employees of the Contractor may be prohibited from entering APHA property without proper identification.

18. EXECUTIVE REVIEW

This Contract shall be subject to the written approval of APHA's authorized representative and shall not be binding until so approved.

19. COMPENSATION AND PAYMENT

APHA will pay Contractor within approximately 30 days of receipt of properly completed invoices or acceptance of deliverable, whichever is later. If a performance standard is not met, the invoice must reflect the appropriate deduction(s). Payment shall be contingent upon review and acceptance of the Contractor's Deliverables by APHA. APHA may, in its sole discretion, withhold payments claimed by Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

20. CRIMINAL HISTORY CHECKS AND DRUG SCREENING TESTS

Contractor shall perform criminal history checks and drug screening tests on all prospective employees performing work under this contract and provide summaries of the results to APHA PO upon request, at the sole expense of the Contractor. Prospective employees whose criminal history check discloses a misdemeanor or felony involving crimes of moral turpitude, sexual assault or harm to persons or property will not be employed to perform work under this contract. Contractor is required to perform drug screening of all employees and to ensure acceptable test results.

21. INVOICE AUDITS

APHA reserves the right to audit invoices for parts. Contractor shall provide invoices for parts within three (3) days of request by APHA. Failure to provide invoices may result in withholding of payment for such parts.

22. TRASH DISPOSAL

Contractor shall legally dispose of all litter, trash and debris accumulated as a result of the services under this contract at an offsite location. The use of APHA dumpsters or trash receptacles is strictly prohibited.

23. SAFETY

Contractor (including any and all contract or subcontract employees, etc. incidental to this contract) is to be cognizant of safety at all times and take necessary safety precautions, so as not to cause harm to any persons or property while performing service or while on site. Extreme care shall be maintained around pedestrians and personal belongings.

24. DAMAGE

Contractor shall repair or replace, at the contractor's expense, any and all items damaged or destroyed due to contractor's negligence.

25. CHANGE IN PERSONNEL

APHA shall retain the right to demand and receive a change in personnel assigned to the work if APHA believes that such change is in the best interest of APHA and the completion of the contracted work.

26. EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS.

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

27. ENERGY EFFICIENCY

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act for the State in which the work under this contract is performed.

28. PROCUREMENT OF RECOVERED MATERIALS

a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

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

29. RIGHTS IN DATA (OWNERSHIP AND PROPRIETARY INTEREST)

APHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda, drawings or letters concerning the research and reporting tasks of this Contract. For data other than computer software, the Contractor grants to APHA and others acting on its behalf, a paid-up, nonexclusive, irrevocable, world-wide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of APHA.

Rights in data is clarified by 2 CFR 200.315, Appendix II to Part 200—Contract Provisions for

Non-Federal Entity Contracts Under Federal Awards (F), and 37 CFR Part 401. Rights in Data refer to data and records which are the products produced under the contract and the only part in which APHA has ownership rights. APHA does not have rights in the existing software systems of the contractor.

30. TERMINATION FOR CAUSE AND FOR CONVENIENCE

a) APHA may terminate this contract in whole, or from time to time in part, for APHA's convenience, whenever APHA determines that such termination is in its best interest, or the failure of the Contractor to fulfill the contract obligations (cause/default). APHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent to which the performance of the work under this Contract is terminated, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to APHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

b) If the termination is for the convenience of APHA or when APHA determined that such termination is in its best interest, APHA shall be liable only for payment for services rendered before the effective date of the termination.

c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), APHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by APHA, any work described in the Notice of Termination including but not limited to all information, reports, papers, and other materials accumulated or generated in performing his contract whether completed or in progress; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by APHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by APHA by the Contractor. In the event of termination for cause/default, APHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

If after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effectuated for the convenience of APHA.

31. PATENT RIGHTS

Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.

32. ORDER OF PRECEDENCE

The term "Contract Documents" shall include the documents listed in this Provision. Each of the Contract Documents is an essential part of the agreement between the Parties, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to provide for the entire agreement. In the event of any conflict among the Contract Documents, the order of precedence shall be:

a) Applicable Federal and State of New Jersey statutes and regulations
b) Form HUD-5370-C General Conditions for Non-Construction Contracts, Section II (With Maintenance Work)
c) This Agreement
d) The Request for Quotations, including all addenda and attachments
e) The Contractor's Fee Submission
f) Contractor's Response subject to any limitations set forth in this Agreement
g) Contractor form of Agreement, if applicable
h) Other Documents incorporated by reference (if applicable)

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/31/2017)

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 butnot 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:
(i) 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; A

(ii) 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).

(i 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). The HA

(ii) 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. The Regional Labor

(iii) 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.