BID BOND/GUARANTEE

In accordance with N.J.S.A. 40A: 11-21, provide the following information when submitting the bid. Failure to do so shall render a bidder's bid proposal unresponsive, and shall constitute a fatal defect that cannot be cured by a governing body, and shall cause the bid to be rejected without opportunity to cure the defect. Moreover, letters of credit are not acceptable as bid guarantees.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, GM Builders Group Inc. as Principal and Bondex Insurance Company

_____ as SURETY are held and firmly bound unto the Housing Authority of the City of Bayonne, hereinafter called the "Local Authority", in the penal sum of 5 % of the bid.
Five Percent of the Amount Bid (5% of the Amount Bid) Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompany bid, dated February 5, 2026, for Apartment Turnover Painting & Plastering

NOW THEREFORE, if the principal shall not withdraw said bid within the period of sixty (60) days after said opening, and shall within the period specified therefore, give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the time specified, if the Principal shall pay the Local Authority the difference between the amount specified in said bid and the amount for which the Local Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this 5th day of February, 2026, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of:

_____ _____(Seal)

_____ _____

(Address) (Business Address)

_____ _____ (Seal)

(Individual Principal)

_____ _____

(Address) (Business Address)

ATTEST: GM Builders Group Inc.

(Corporate Principal)

(Affix Corporate Seal)

136 Fuller Street, Somerset, NJ 08873

(Business Address)

_____

By: _____

_____ _____

Attest

_____ Bondex Insurance Company

Loreen Aponte, Witness As to Surety (Corporate Surety)

30A Vreeland Road, Suite 120, Florham Park, NJ 07932

(Affix Corporate Seal)

By: _____

Philip S. Tobey, Attorney-in-Fact

(Power of Attorney for person signing for Surety Company must be attached to bond.)

FORM OF CONSENT OF SURETY

In accordance with N.J.S.A. 40A:11-22, provide the following information when submitting a bid. Failure to do so shall render a bidder's bid proposal unresponsive and constitute a fatal defect that cannot be cured by a governing body, and shall cause the bid to be rejected without opportunity to cure the defect.

The undersigned hereby certify that they are the duly authorized agents of Bondex Insurance Company,

duly authorized to do business in the State of New Jersey, and agree to furnish to GM Builders Group Inc., a surety bond for the financial performance of any and all provisions contained in the specifications and contract. The maximum amount that we will be surety for GM Builders Group Inc. is TOTAL AMOUNT OF BID.

Bondex Insurance Company

Surety Company of Agent Philip S. Tobey, Attorney-in-Fact

Attest:

Secretary Loreen Aponte, Witness As to Surety

The terms of the Surety Company for furnishing the bond are hereby accepted.

GM Builders Group Inc.
Name of Bidder

136 Fuller Street, Somerset, NJ 08873

By:

President
Title

IMPORANT: THIS FORM MUST BE EXECUTED BY SURETY AND BIDDER. SUBMISSION OF A CERTIFIED CHECK TO FULFILL THE BID SECURITY REQUIREMENTS DOES NOT RELIEVE THE BIDDER FROM SUBMISSION OF THIS CONSENT OF SURETY BY A SURETY COMPANY LICENSED TO ISSUE SURETY BONS IN THE STATE OF NEW JERSEY AND APPROVED IN THE U.S. TREASURY CIRCULAR NO.570.

POWER OF ATTORNEY

Bondex Insurance Company

Bond Number **BID BOND**

KNOW ALL MEN BY THESE PRESENTS: That **Bondex Insurance Company**, a corporation duly organized under the laws of the State of New Jersey, and having its principal office in Atlanta, County of Cobb, State of Georgia, does hereby appoint:

Philip S. Tobey, Lionel D. Jorge, Jeffrey R. Bauman, Megan C. Bauer

its true and lawful Attorney(s)-in Fact, with full power and authority to execute on its behalf bonds, undertakings, including but not limited to, consents of surety, bid bonds, performance bonds, payments bonds, maintenance bonds, lien discharge bonds, and renewals of any of the foregoing, recognizances, and other contracts of indemnity and writings obligatory in nature thereof, issued in the course of its business and to bind the Company in an amount not to exceed Twelve Million and 00/100 Dollars ($12,000,000.00).

This Power of Attorney is granted and is signed and sealed by the authority of the following Resolution adopted by the Board of Directors of Bondex Insurance Company at a meeting duly called and held on the 7th day of March, 2007.
RESOLVED that the Chief Executive Officer, President, Vice President or Secretary, shall have the power and authority

1. *To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writing obligatory in the nature thereof and,*

2. *To remove, at any time, any such Attorney-in-Fact and revoke any authority given.*

RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached as though manually affixed.

IN WITNESS WHEREOF, **BONDEX INSURANCE COMPANY** has caused its seal to be affixed hereto and executed by its President on the 20th day of August, 2025.

BONDEX INSURANCE COMPANY

BY _____
Antonio R. Barner, President

State of GEORGIA
County of COBB

ACKNOWLEDGEMENT

On this 20th day of August, 2025, before me, a notary public, personally appeared Antonio R. Barner, personally known to me, who being duly sworn did say that he is the President of Bondex Insurance Company, the Corporation described in the foregoing instrument, and that the Seal affixed to said instrument is the said Corporate Seal and that he executed the same in his authorized capacity, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof I have set my hand and affixed my official Seal, the day and year first written above,

MARA BUFFINGTON NOTARY EXPIRES GEORGIA 04/05/2027 PUBLIC FULTON COUNTY

BY _____
Name: Mara Buffington
Notary Public

CERTIFICATE

I, Antonio R. Barner, Secretary of Bondex Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

Signed and Sealed at Atlanta, Georgia this **5th** day of **February**, **2026**.

BONDEX INSURANCE COMPANY CORPORATE SEAL 2007 NEW JERSEY

BY _____
Antonio R. Barner, Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

DLG

Certificate Number
734866

Registration Date: 12/05/2025
Expiration Date: 12/04/2026

State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2025

gm builders group

Responsible Representative(s):
Khalfan Nawaz, President

Responsible Representative(s):
Usman Nawaz, Vice-President

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	GM BUILDERS GROUP INC
Trade Name:	
Address:	136 FULLER STREET SOMERSET, NJ 08873
Certificate Number:	2055219
Effective Date:	July 01, 2016
Date of Issuance:	February 05, 2025

For Office Use Only:

20250205090241087

Return

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
HOME IMPROVEMENT CONTRACTORS

GM BUILDERS GROUP INC
Usman Nawaz, Khalfan Nawaz
136 Fuller Street
Somerset NJ 08873

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Business Cont

02/04/2025 TO 03/31/2026
VALID

13VH13245800
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

Cari Fais
DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
HOME IMPROVEMENT CONTRACTORS
GM BUILDERS GROUP INC
Home Improvement Business Cont
NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE
02/04/2025 TO 03/31/2026
VALID
SIGNATURE
Cari Fais
DIRECTOR
13VH13245800
License/Registration/Certificate #

PLEASE DETACH HERE

IF YOUR LICENSE/REGISTRATION/ CERTIFICATE ID CARD IS LOST PLEASE NOTIFY:
HOME IMPROVEMENT CONTRACTORS
PO BOX 45016
NEWARK, NJ 07101

PLEASE DETACH HERE

GM BUILDERS GROUP INC EXPIRATION DATE **2026**

YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS **13VH 13245800** . PLEASE USE IT IN ALL CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED BELOW.

HOME IMPROVEMENT CONTRACTORS
PO BOX 45016
NEWARK, NJ 07101

PRINT YOUR NEW **ADDRESS OF RECORD** BELOW.
YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON YOUR LICENSE/REGISTRATION/CERTIFICATE AND IT MAY BE MADE AVAILABLE TO THE PUBLIC.

HOME ___
BUSINESS ___

TELEPHONE
INCLUDE AREA CODE

PRINT YOUR NEW **MAILING ADDRESS** BELOW.
YOUR MAILING ADDRESS IS THE ADDRESS THAT WILL BE USED BY THE DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL CORRESPONDENCE.

HOME ___
BUSINESS ___

TELEPHONE
INCLUDE AREA CODE

If the law governing your profession requires the current license/registration/certificate to be displayed, it should be within reasonable proximity of your original license/registration/certificate at your principal office or place of business.

NEWLIC (Rev. 11/27/2024)

DPMC

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

33 WEST STATE STREET - P.O. BOX 034 TRENTON, NEW JERSEY 08625-0034

NOTICE OF CLASSIFICATION FOR:

GM BUILDERS GROUP INC
136 FULLER STREET
SOMERSET, NJ, 08873

BOND AMOUNT: $ 2,000,000.00

In accordance with N.J.S.A. 18A:18A-27 et seq. (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department(s) as previously noted.

Aggregate Rating	Trade(s) & License(s)	Effective Date	Expiration Date
$2,000,000.00	C009 – GENERAL	06/17/2024	06/16/2026

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- Information on aggregate amounts can be verified on the DPMC WEB SITE.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION.

STATE OF NEW JERSEY
SCHOOLS DEVELOPMENT AUTHORITY

32 EAST FRONT STREET
P.O. BOX 991
TRENTON, NJ 08625-0991

CONTRACTOR NOTICE OF PREQUALIFICATION

for

GM Builders Group Inc.
136 Fuller Street
Somerset, NJ 08873

In accordance with N.J.S.A. 18A:7G-41 and any rules and regulations issued pursuant hereto, your firm has been approved with the NJSDA for Prequalification:

Effective Date: December 11, 2024
Expiration Date: June 16, 2026

Aggregate Limit: $2 Million

☐ Construction Manager as Constructor	☐ Sprinkler Systems	☐ Pile Driving
☐ Design Build	☐ Sheet Metal (Mechanical)	☐ Prefabrication Buildings
☐ General Construction	☐ Electrical	☐ Prefabrication Music/Sound Clean Rooms
☒ General Construction/Alterations & Additions	☐ Communications Systems	☐ Relocatable Buildings
☐ Partitions/Ceilings	☐ Fire Alarm/Signal Systems	☐ Asbestos Removal/Treatment
☐ Doors & Hardware	☐ Security/Intrusion Alarms	☐ Asbestos Removal/Mechanical
☐ Windows	☐ Audio Visual Systems	☐ Waste Removal Toxic/Hazardous
☐ Siding & Gutters	☐ Site Work	☐ Radon Mitigation
☐ Carpeting	☐ Sewage & Water Treatment Plants	☐ Lead Paint Abatement
☐ Flooring/Tile	☐ Sewer Piping & Storm Drains	☐ Detention Equipment Systems
☐ Millwork	☐ Landscape Construction	☐ Energy Management Systems
☐ Insulation	☐ Underground Water & Utilities	☐ Elevators
☐ Acoustical	☐ Road Construction & Paving	☐ Museum Exhibits
☐ Concrete/Foundation Footings/ Masonry Work	☐ Athletic Fields/Tracks/Courts	☐ Test Boring
☐ Gunite	☐ Athletic Fields/Synthetic Turf	☐ Well Drilling
☐ Demolition	☐ Pumping Stations	☐ Microbial Remediation
☐ Fencing	☐ Landscape Irrigation	☐ Food Service Equipment
☐ Historical Light Fixture Restoration	☐ Roofing-Membrane EPDM	☐ School Furnishings
☐ Historical Restoration	☐ Roofing-Membrane PVC/CPE/CSPE	☐ Lab Furniture/Equipment
☐ Pre-Cast Concrete	☐ Roofing-Membrane Modified Bitumen	☐ Seating/Bleachers
☐ Curtain Walls	☐ Roofing-Urethane	☐ Swimming Pools
☐ Architectural Cast Iron	☐ Roofing-Built Up	☐ Dust Collectors
☐ Welding	☐ Roofing-Metal	☐ Signage & Graphics
☐ Structural Steel & Ornamental Iron	☐ Roofing-Tile/Slate/Shingles	☐ Septic Systems
☐ Plumbing	☐ Caulking & Waterproofing	☐ Stage Equipment
☐ Oil & Gas Burners	☐ Scaffolding	☐ Underground Storage Tanks/Closure & Installation
☐ HVACR	☐ Roofing-Historical Sites	☐ Underground Storage Tanks/Installation
☐ Boilers (New Repair)	☐ Roofing-TPO	☐ Underground Storage Tanks/Closure
☐ Service Station	☐ Painting-General	☐ UST/Tank Testing
☐ Solar Energy Systems	☐ Painting-Tanks/Steel Structures/ Elevated Structures	☐ Underground Storage Tanks/ Corrosion Protection Systems Analysis
☐ Energy Services (ESCO)	☐ Painting-Historical Sites	☐ Above Ground Storage Tanks
☐ Geothermal Loop Systems	☐ Sandblasting	☐ Site Remediation
☐ Fireproof Applications	☐ Divers	☐ Inside Plant Cable
☐ Insulation (Mechanical)	☐ Barges	☐ Outside Plant Cable
☐ Fire Suppression Systems	☐ Bulkhead & Docks	☐ Fiber Installation & Splicing
☐ Control Systems	☐ Jetty & Breakwater	
☐ Parking & Control Systems	☐ Dredging	

ANY ATTEMPT TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS NOTICE MAY RESULT IN PROSECUTION, DEBARMENT, AND/OR DISQUALIFICATION.

Information contained in this notice can be verified at: https://sda03.njsda.gov/PublicReportsUI/VendorSearch.aspx

NJSDA Risk Management – Prequalification Unit – 609-858-5355

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 W. STATE STREET
PO BOX 034
TRENTON, NEW JERSEY 08625-0034

REPLY TO:
TEL: (609) 943-3400
FAX: (609) 292-7651

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the Department of Education.)

I Certify that the amount of uncompleted work on contracts is $ 1.3 Million .

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.

Affix corporate seal here

Respectfully submitted,

By GM Builders Group
Name of Firm

X
Signature

President
Title

136 Fuller Street, Somerset, NJ 08873
Business Address

gmbuildersgroup@gmail.com

347-934-7170
Phone

Sworn to and subscribed before me This 16th *day of* January *20*26

Notary Public

HAJIRA BIBI
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES April 24,2029

DPMC 701 (3/15)

State of New Jersey

PHIL MURPHY
Governor

TAHESHA WAY, ESQ.
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-026
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
State Treasurer

5-YEAR RECERTIFICATION

APPROVED

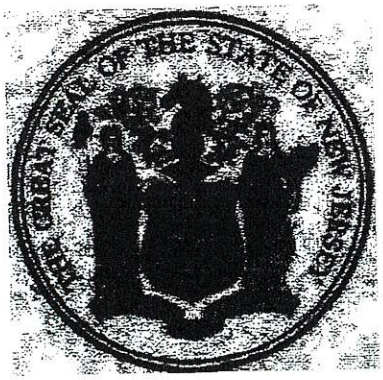
under the

Small Business Set-Aside Act

This certificate acknowledges GM BUILDERS GROUP INC as a Category 1 & 4 Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13.

In order for this certification to remain in effect **throughout the 5 year certification period,** the business **must submit annual verification statements** attesting that there has been no change in ownership, control, or any other factor of the business affecting eligibility for certification as a **small business.** The verification statements must be submitted **not more than 60 days** prior to the anniversary of the certification approval.

If the business fails to submit the annual verification statement by the anniversary date, or a renewal by its expiration date, the certification will lapse and the business will be removed from the system (SAVI) that lists small business entities. If the business seeks to be certified again, it will have to reapply by submitting a new application.



Peter Lowicki
Deputy Director

Issued: 5/9/2024

Certification Number: A0483-42

***Expiration:** 5/9/2029

***As noted above, in order to maintain its certification status, the business must submit verification statements for each of the five years.**

GM Builders Group

COMPLETED CONTRACTS SCHEDULE

OWNER	PROJECT LOCATION/SCOPE OF WORK	CONTACT PERSON	FINAL COST	COMPLETION DATE	WAS TIME EXTENSION NECESSARY	WERE ANY PENALTIES IMPOSED	WERE LIEN CLAIMS OR STOP NOTIFICATN FILED
Belleville Board of Education	Retaining Wall Repair and Replacement at Belleville Schoo	Richard Henry	$493,608.00	9/23/23	NO	NO	NO
56 Ralph Street	30 Magnolia Street, Belleville, NJ 07109	201-906-7561					
Belleville , NJ 07109	Masonry and Drainage Upgrade						
Berkeley Heights Board of Education	Re-Bid Drainage Upgrades at Mountain Park Elementary S	Richard Romano	$173,000.00	5/30/23	NO	NO	NO
345 Plainfield Ave, #2	55 Fairfax Drive,	908-578-5394					
Berkeley Heights, NJ 07922	Berkeley Heights, NJ 07922						
	Masonry Repairs and Drainage Upgrades						
Elizabeth Board of Education	Building Envelope Restoration at School #4	Josh Bousum	$1,559,786.00	9/30/23	NO	NO	NO
500 N Board Street,	300 Broad Street, Elizabeth NJ 07202	215-681-4369					
Elizabeth , NJ 07208							
Hawthorne Board of Education	Washington Elementary School	Joe Higing	$850,786.00	8/30/22	NO	NO	NO
445 Lafayette Ave #2	176 Mohawk Ave, Hawthorne, NJ 07506	973-632-9725					
Hawthorne, NJ 07506	Lintel Replacement, Exterior Waterproofing						
Hillborough Board of Education	Hillborough High School	David Frusco	$257,000.00	7/22/23	NO	NO	NO
379 S Branch Road #1	466 Raider Blvd, Hillsborough, NJ 08844	848-304-9731					
Hillsborough, NJ 08844	Exterior Waterproofing, Masonary Repairs						
Bella Condominums	Bella Condominums	Jimmy	$1,750,000.00	2/15/22	NO	NO	NO
526 Pacific Ave,	526 Pacific Ave, Atlanatic City, NJ 08401	609-233-2165					
Atlantic City, NJ 08401	CEMENT STUCCO						
Leap Academy University Charter School, INC	639 Cooper Street,	Yusein Durakov	$2,350,000.00	8/15/23	NO	NO	NO
130 N Broadway Ave,	Camden, NJ 08102	973-987-0579					
Camden, NJ 08102	Exterior Improvements and Waterproofing						
CIRCLE 3	140 MAIN STREET	DEBRA FAHS	$41,355.00	5/30/15	NO	NO	NO
I CONGRESS CIRCLE	PLEASANTVILLE, NJ 08232	609-284-4928					
MEDAFORD, NJ 08055	CAULKING, POINTING,WATER PROOFING						
	PAINTING, STEAM CLEANING						

GM Builders Group

RESTOR TECHNOLOGY INC	1512 BOONE AVENUE	FRANK MORISCO	$13,965.00	5/18/15	NO	NO	NO

16 NORDEN LANE	BRONX, NY 10463	631-385-8400					
HUNTINGTON STATION, NY 11746	WATER PROOFING						
LAPIETRA CONTRACTING CORP	58 E 4TH STREET	PATSY MESSINA	$11,700.00	5/4/2015	NO	NO	NO
5320 3RD AVENUE	BROOKLYN, NY	718-439-1919					
BROOKLYN, NY 11223	WATERPROOFING, CEMENT STUCCO						
TAMOUR IMRAN	1936 CLOVE ROAD	T. IMRAN	$70,155.00	3/15/15	NO	NO	NO
1936 CLOVE ROAD	STATEN ISLAND, NY	347-281-0444					
STATEN ISLAND, NY	INTERIOR RENOVATION						
RESTOR TECHNOLOGY INC	PS315	FRANK MORISCO	$24,530.00	7/15/15	NO	NO	NO
16 NORDEN LANE	CORONA, NY	631-385-8400					
HUNTINGTON STATION, NY 11746	WATER PROOFING						
LAPIETRA CONTRACTING CORP	OCEANA	PATSY MESSINA	$23,000.00	7/30/2015	NO	NO	NO
5320 3RD AVENUE	BUILDING #150	718-439-1919					
BROOKLYN, NY 11223	WATERPROOFING,						
	CAULKING						
LAPIETRA CONTRACTING CORP	OCEANA	PATSY MESSINA	$17,000.00	7/30/2015	NO	NO	NO
5320 3RD AVENUE	BUILDING #100	718-439-1919					
BROOKLYN, NY 11223	WATERPROOFING,						
	CAULKING						
LAPIETRA CONTRACTING CORP	212 PACIFIC AVE	PATSY MESSINA	$29,500.00	9/30/15	NO	NO	NO
5320 3RD AVENUE	BROOKLYN, NY	718-439-1919					
BROOKLYN, NY 11223	BRICK POINTING						
Schear Construction	RUI PLAZA - NEW YORK	JASON WALLS	$740,563.00	8/30/2015	NO	NO	NO
150 Bay 17th Street	DECOPLAST & EFIS STUCCO, SYSTEM	(718) 256-0876					
Brooklyn, NY 11214	ELEVATIONS & CMO CONCRETE WORK						
RESTOR TECHNOLOGY INC	15-12 BOONE AVENUE	FRANK MORISCO	$170,500.00	12/31/15	NO	NO	NO
16 NORDEN LANE	BRONX, NY	631-385-8400					
HUNTINGTON STATION, NY 11746	WATER PROOFING						

THE RINALDI GROUP	46TH STREET, RIEU PLAZA	PAUL NIER	$110,000.00	12/31/15	NO	NO	NO
GATEWAY PLAZA	MANHATTAN, NY	201-388-5407					
ONE HARMON MEADOW BLVD	MASONRY WORK						
SECAUCUS, NJ 07094							

VISION WALLS LLC	46TH STREET, RIEU PLAZA	MATHEW LEISER	$59,500.00	12/31/15	NO	NO	NO
25-07 150TH STREET	MANHATTAN, NY	516-322-4613					
FLUSHING, NY 11354	CAULKING AND SLAB COVER						
LAPIETRA CONTRACTING GROUP	44-46 BORROW ST, NYC NY	PATSY MESSINA	$4,146.00	4/30/15	NO	NO	NO
545 PRESIDENT ST	SIDE WALK REPAIR	718-439-1919					
BROOKLYN, NY 11215							
QUEENS WOOD	54-39 100TH STREET	INGRID HERNANDEZ	$23,484.00	7/31/15	NO	NO	NO
54-39 100TH STREET	CORONA, NY 11368	718-271-9520					
CORONA, NY 11368	SIDEWALK INSTALLATION & REPAIR						
LAPIETRA CONTRACTING GROUP	44-46 BORROW ST, NYC NY	PATSY MESSINA	$5,400.00	5/15/15	NO	NO	NO
545 PRESIDENT ST	SIDEWALK INSTALLATION & REPAIR	718-439-1919					
BROOKLYN, NY 11215							
LAPIETRA CONTRACTING GROUP	30 OVERLOOK, STATEN ISLAND	PATSY MESSINA	$12,500.00	5/15/15	NO	NO	NO
545 PRESIDENT ST	RETAINING WALL, STUCCO, STOOP,	718-439-1919					
BROOKLYN, NY 11215	CONCRETE REAPIR						
ABDUL R. MALIK	17 WHITMAN PLACS, STATEN ISLAND, NY	MR. MALIK	$111,836.00	4/15/15	NO	NO	NO
17 WHITMAN PLACE	BASEMENT AND FIRST FLOOR DEMOLITION	917-559--5959					
STATEN ISLAND, NY 10301	REPALCED DOORS, INSTALLED FLOOR						
TEL: 917-559-5939	ELECTRICAL AND PLUMBING WORK						
	INSTALLED FLOOR, WALLS AND CEILINGS						
	INSTALLED CONCERE DRIVEWAY						
THE RENALDI GROUP	ONE HARMON PLAZA	PAUL NIER	$285,000.00	3/31/16	NO	NO	NO
741 8TH AVENUE	MANHATTAN, NYC, NY	PROJECT MANAGER					
NYC, NY	RENOVATION, ALTERATION OF	201-388-5407					
	INTERIOR & EXTERIOR						

SHABAN AJDINOVSKI	175 KELLY AVENUE	SHABAN AJDINOVSKI	$175,500.00	5/15/15	NO	NO	NO
175 KELLY AVENUE	STATEN ISLAND, NYC, NY	917-468-3315					
STATEN ISLAND, NYC, NY	COMPLETE RENOVATIONS INTERIOR						
	EXTERIOR						
RESTOR TECHNOLOGY INC	SEAVIEW HOSPITAL, STATEN ISLAND,NY	FRANK MORISCO	$191,500.00	9/30/15	NO	NO	NO

16 NORDEN LANE	CAUL
HUNTINGTON STATION, NY 11746	PAIN

SUPERIOR MAINTENANCE SYSTEMS INC.	800 M
5507 NESCONSET HWY SUITE 10, PMB	PARA
MOUNT SINAI, NY 11766	

DYNASTY INTERNATIONAL INC,	1125
62 HARMON ROAD	STEEL
EDISON, NJ 08817	& DO
TEL: 917-952-6635	WALL

CIRCLE 3 LLC	135 W
1 CONGRESS CIRCLE	REPLA
MEDAFORD, NJ 08055	
TEL: 609-284-4928	

BEACH HAVEN PUBLIC SCHOOL	BEACH
700 BEACH HAVEN	700 BE
BEACH HAVEN, NJ 08008	MASON
TEL: 732-741-5270	

BOUND BROOK BOARD OF EDUCATION	LAMONT
111 WEST UNION AVENUE	337 WES
BOUND BROOK, NJ 08805	EXTERIO
TEL: 732-560-7900	DEMOLI

VERNON TOWNSHIP BOARD OF EDUCATION	VERNON
VERNON, NEW JERSEY	VERNON
TEL: 973-948-6463	PROPOS

GM Builders Group

SUPERIOR MAINTENANCE SYSTEM	800 MON
5507 NESCONSET HWY, SUITE 10	SHIRLEY,
PMB 233, MOUNT SINAI, NY 11766	SIDE REP
TEL: 631-331-2417	WASH

paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount estab- lished for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, manage- ment, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describ- ing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid

is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above.

Usman Nawaz

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding $50,000)

(1) Each bidder shall execute, in the form provided by the PHA/ IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding $100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (includ- ing profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determina- tion and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work. [ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcon- tractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material represen- tation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from

participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum require- ment. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

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

(a) [x] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [x] is not a women-owned business enterprise. "Women- owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and

who also control and operate the business.

(c) [ ] is, [x] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily opera- tions are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[ ] Black Americans [x] Asian Pacific Americans [ ] Hispanic Americans [ ] Asian Indian Americans

[ ] Native Americans [ ] Hasidic Jewish Americans

8. **Indian-Owned Economic Enterprise and Indian Organization Representation** (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [x] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any com- mercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [x] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding $2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.
S. Criminal Code, 18
U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding $10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Con- tract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed
$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcon- tractors;

(2) Retain the certifications in its files; and

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding $100,000)

The bidder
certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the

Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding $50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [x] is, [ ] is not included with the bid.

13. Bidder's Signature x

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

x _____ 2/5/2026
(Signature and Date)

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

(Typed or Printed Name)
Usman Nawaz

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work) Title)

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-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below: y Name)

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

Section I - Clauses for All Non-Construction Contracts greater than $100,000

1. Definitions

The following definitions are applicable to this contract:

(a) "Authority or Housing Authority (HA)" means the Housing Authority.
(b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
(c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
(d) "Day" means calendar days, unless otherwise stated.
(e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed. (Comp
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

(a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
(b) If the termination is for the convenience of the HA, the HA 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 (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
(d) 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 effected for the convenience of the HA, and the Contractor shall been titled to payment as described in paragraph (b) above.
(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

(a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 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.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.
(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
(i) appeals under the clause titled Disputes;
(ii) litigation or settlement of claims arising from the performance of this contract; or,
(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA 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 or letters concerning the research and reporting tasks of this Contract.

6. 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 (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

(a) All disputes arising under or relating to this contract, *except for disputes arising under clauses contained in Section III, Labor Standards Provisions*, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
(i) Award of the contract may result in an unfair competitive advantage; or
(ii) The Contractor's objectivity in performing the contract work may be impaired.
(b) 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 which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other pubic official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

(i) The awarding of any Federal contract;

(ii) The making of any Federal grant;

(iii) The making of any Federal loan;

(iv) The entering into of any cooperative agreement; and,

(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;

(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;

(iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,

(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, 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 race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

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

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. 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.

SPECIFICATIONS FOR APARTMENT TURNOVER PAINTING AND PLASTERING

HOUSING AUTHORITY OF THE CITY OF BAYONNE

SCOPE OF WORK

The purpose of this request for Bids is to provide contractual painting and plastering services in hallways, basements and apartments upon the move-out of tenants. The monthly painting and plastering will vary at the Authority's discretion. The Authority reserves the right to renew the successful bidder's one (1) year contract, at the Authority's sole option, for up to another two years. This can be awarded at one year intervals, at the same price originally bid by the successful bidder.

IN CALCULATING THE BID BOND OF 10%, PLEASE UTILIZE FIGURES OF 396,000 SQUARE FEET OF SURFACE TO BE PAINTED AND 4,000 SQUARE FEET OF SURFACE TO BE PLASTERED. PLEASE NOTE THAT THE 396,000 AND 4,000 SQUARE FEET ARE ONLY APPROXIMATE QUANTITIES AND NOT THE ACTUAL AMOUNT WHICH WILL BE REQUIRED.

TIME OF COMPLETION OF WORK

Work to commence on _____. Contractor will be notified of apartments to be painted and is expected to complete lists of 1 to 4 apartments within 5 working days of notification. Failure to complete work within the above time period will result in a penalty of one hundred dollars ($100.) per day.

Work will be done only on regular workdays of the Housing Authority, Monday through Friday, 8:00 A.M. to 4:00 PM and not on days that are on the holiday schedule of the Housing Authority.

TECHNICAL SPECIFICATIONS

Contractor shall supply all materials, labor, equipment, insurance and permits necessary to execute the work described herein. Contractor shall have a minimum of three (3) years prior verifiable professional painting experience including the painting of occupied apartments.

These specifications are intended to guide the Contractor on how the work is to be done, and materials and equipment to be used. Should any work or materials be required, which is not specified herein, but which is nevertheless necessary for the proper execution of this job, such work, equipment and material shall be provided by the Contractor as they were specified, without any additional compensation.

1. Apartments shall be painted with 1 coat primer sealer and 2 topcoats of a latex eggshell enamel to achieve an opaque finish. Acceptable primer sealers are as follows: Zinsser 1-2-3 Latex Primer Sealer, Benjamin Moore Regal Aqua Grip, Muralo Universal, Sherwin- Williams Pro-Block Latex Primer Sealer or approved equal. Acceptable topcoats are as follows: Benjamin Moore Regal Aqua Velvet, Muralo Super Finish Latex Eggshell, Sherwin-Williams Luster-Plex, or approved equal. Contractor shall follow manufacturer's instructions for application and drying time between coats.
2. Contractor shall remove all wallpaper, boarders, decals and adhesives using chemical removers such as DIF Wallpaper Stripper or scraping and sanding where necessary. Residue shall be completely removed and surfaces washed prior to painting.
3. Scrape all loose, peeling or flaking paint. Remove loose caulk, nails, screws and tape from surfaces to be painted.
4. Contractor shall patch wall imperfections with spackling compound, Spackling includes skim coating of walls. Wall damage which shows Brown Coat or wire lathe is considered Plaster repair. Repair damaged plaster up to 12 square feet per apartment, Plaster repairs in excess of 12 square feet are to be calculated at the square foot price for plaster repairs quoted in the bid. Contractor will fill holes in doors, trim and baseboards with paint-able latex caulk where necessary. Scrape and sand metal surfaces such as radiators and doorframes.
5. Where necessary spot prime areas of water damage or hard to cover stains with alcohol based shellac primer such as Zinsser BIN.
6. Areas not to be painted shall be protected with masking tape or drop cloths. Floors shall be protected with drop clothes. Paint splatters on windows, appliances, counter tops and fixtures must be cleaned.
7. Apartments to be painted will be given to contractor free of furniture, debris, window coverings and all hangings and in a broom clean condition. Contractor must remove all paint cans, scrapings, leftover materials and debris resulting from his work from the premises, and leave apartment in a broom clean condition. **NO CHEMICALS OR PAINTS ARE TO BE DISPOSED OF IN SEWERS OR DRAINS.**
8. Contractors are not to use bathtubs, sinks or toilets in apartments for disposing of paint or plaster. Where sinks are used for washing of brushes or materials, they must be left clean and free of any blockage.
9. Where the normal apartment lighting is not sufficient contractor shall provide and use additional work lights.
10. Surfaces to be painted or plastered are determined by the Housing Authority staff at the time the apartments are requested to be painted.

11. Plastering repairs consist of but are not limited to, repairs to walls and ceiling using traditional scratch coat, finish coat plaster work or drywall repair using fire rated wall board with joint tape, steel bead and compound to achieve a repair not distinguishable from adjacent surfaces.
12. Contractors must comply with Covid-19 Executive order No. 142.

FAIR AND OPEN PROCESS

It is the intent and purpose of the Authority that this Invitation to Bid shall comply with the Fair and Open Process, as established and further defined by N.J.S.A. 19:44A-20.7. The Invitation to Bid has been publicly advertised in a newspaper of general circulation in the City of Bayonne, sufficiently in advance to give notice to those who might respond. The Invitation to Bid and the contract to be awarded as a result of the Invitation to Bid process reflect the written criteria established in the Invitation to Bid. The responses to the Invitation to Bid will be publicly opened and announced when received and awarded.

Since this Invitation to Bid is conducted in accordance with the N.J.S.A. 19:44A-20.7 as a Fair and Open Process, the provisions of N.J.S.A. 19:44A-20.5 and N.J.S.A. 19:44A-20.26, as to campaign contributions, and their impact upon a contract with the Authority, do not apply to this Invitation to Bid and the contract to be awarded hereunder.

CONTRACTOR PAYMENTS

The bid is based on the cost per square foot of surface prepped, primed and painted as described in the technical specifications, and cost per square foot of plastering repairs. Payment to contractor will be based on the total square footage completed and deemed acceptable by the Housing Authority each month.

TOTAL BID

The total is based on the cost per square foot of area to be prepped, primed and painted and the cost per square foot of plastering repairs as described in the technical specifications. Based on estimates, the painting portion of the contract is 99% of the value contract with the plastering accounting for 1% of the value of the contract.

CONTRACTOR MUST ASSURE THAT ALL MATERIALS UTILIZED ARE APPROVED BY ENVIRONMENTAL AGENCIES.

BIDDER CERTIFICATION AND/OR ACKNOWLEDGEMENT OF THECOMI'LIANCE WITH NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

In accordance with P.L 2004, c. 57, as amended by P.L. 2009, c. 315, provide the following documentation and information when submitting a bid. Failure to provide such information could Obe deemed unresponsive, but the Authority at its sole option and discretion can determine to permit the contractor determined to be the lowest responsible bidder to provide the information prior to the time a contract is executed.

The undersigning bidder herby certifies and/or acknowledges as follows:

1. The term "Business Organization" means in an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof. The term "Contractor" means a business organization that seeks to enter, or has entered into, a contract to provide goods or services or to construct a construction project with the Housing Authority of the City of Bayonne (the "Authority"), a public agency. As used herein, references to the term "Contractor" shall include the bidder. The term "subcontractor" means any business organization that is no the contractor that knowingly provides goods or issued by the Housing Authority.

2. The bidder has complied with or will before executing a contract comply with the business registration provisions ofN.J.S.A. 52:32-44 and, in particular, certifies that it has or will either (check one):

x Obtained a Business Registration Certificate from the State of New Jersey, Department of Treasury, and provided to the Authority a true copy of said Certificate; or

_____ Obtained a Certificate of Registration for Individuals Contracting with Public Agencies for the State of New Jersey, Department of Treasury, and provided to the Authority a true copy of said Certificate.

3. No contract shall be entered into.by the Authority unless the contractor provides a copy of its business registration certificate prior to the time a contract is executed.

4. The requirement of proof of business registration extends down through to include all of the contractor's subcontractors required to have been disclosed to the Authority in the accompanying subcontractors certificate.

5. No contract with any such subcontractor shall be entered into by any contractor under any contract with the Authority unless the subcontractor first provides proof of valid business registration as indicated herein.

6. The Authority shall file all business registrations received by it with other procurement documents related to the contract.

7. A contract entered into by the Authority with the contractor, or the contractor with a subcontractor, shall include the following provisions:

(a) No contract shall be entered into by the Authority unless the contractor provides a copy of its business registration certificate.

(b) The Authority shall not be responsible for the contractor's failure to comply with any of the requirements of P.L. 2004, c. 57 (amending Section 1 P.L. 2001, c. 134 (C52:32-44));

(c) The contractor shall maintain and submit to the Authority a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for the construction of a construction project under the contract.

(d) The contractor must notify subcontractors by written notice to comply with the following:

(i) A Subcontractor who is listed on the Subcontractor Certificate Form, which form is part of this contract, shall provide a copy of its business registration to the contractor, who shall forward it to the Authority prior to the time a contract between the contractor and the Authority is executed.

(ii) No contract with a subcontractor described in (i) shall be entered into by any contractor under this contract with the Authority unless the subcontractor first provides proof of valid business registration.

(iii) The Authority shall file all business registrations received by it with other procurement documents related to this contract.

(e) The contractor, or the contractor with the subcontractor and each of their affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act", P.L. 1966, c.30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State. For this purpose, an "affiliate" means any entity that: (a) directly, indirectly,

or constructively controls another entity; (b) is directly, indirectly, or constructively controlled by another entity; or (c) is subject to the control of a common entity. An entity controls another entity if it owns, directly, or individually, more than 50% of the ownership interest in that entity.

8. A Business organization that fails to provide a copy of a business registration as required pursuant N.J.S.A. 52:32-44 or N.J.S.A. 5:12-92 or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of
$25.00 for each day of violation, not to exceed $50,000.00 for each business registration copy not properly provided under a contract with the Authority.

GM Builders Group

Name of

Bidder Attested or Witnesses by: Farhat Rahim

x

136 Fuller Street, Somerset, NJ 08873

Address of Bidder

By: Usman Nawaz

(print name)

Dated: 2/5/2026

Signature of Bidder

x

President

Title