

**INVITATION TO BID****THE HOUSING AUTHORITY OF THE CITY OF BAYONNE  
549 AVENUE A  
BAYONNE, N.J. 07002**

The Housing Authority of the City of Bayonne is receiving bids for **CONCRETE AND CURB REPLACEMENT AS NEEDED AT VARIOUS BAYONNE HOUSING AUTHORITY SITES.**

The Housing Authority of the City of Bayonne, the Awarding Authority (the "Owner") will receive sealed bids for this work in accordance with contract documents prepared together with such addenda as may be issued to the date of the receipt of the bids.

Parties interested in submitting a Sealed Bid may retrieve a detailed Bid Package, which more fully states the requirements of the Bid from the Authority's website at [www.bayonneha.org/bids](http://www.bayonneha.org/bids) beginning on May 31, 2024. Any questions can be directed to [epacyna@bayonneha.org](mailto:epacyna@bayonneha.org).

Bids must be received no later than **JUNE 14, 2024 AT 11:00 AM**, prevailing time at the office of the Housing Authority of the City of Bayonne, at the address set forth above, **549 Avenue A, Bayonne, NJ 07002** in order to be considered. Bids must be submitted in a sealed envelope, addressed to the Authority, as directed by the Specifications. Envelopes shall contain, on the exterior, the designation of the contract for which the bid is entered, and the name, address and telephone number of the Bidder. An original and two (2) copies should be submitted.

**Walkthroughs will be conducted individually and by appointment. Please call Michael Pacyna at 201-339-8700 and press 2 for the maintenance department, or e-mail [mpacyna@bayonneha.org](mailto:mpacyna@bayonneha.org). Access to the buildings at any other time is restricted and wholly at the owner's discretion.**

Parties choosing to submit their bids via the United States mail are required to have the mail delivered prior to the appointed bid opening time. Proper consideration must be given to allow for weekends and holidays.

The Authority reserves the right to waive any informality in any bid or bids, to reject any and all bids, and to accept such bid or bids and to make such awards as may be in the best interest of the Authority.

Bids will be awarded only to the corporation or other entity in whose name the qualifications or other documentation is submitted. Corporate affiliates, subsidiary or parent corporations or related entities are not automatically qualified.

Each bid shall be accompanied by a Bid Bond issued by a New Jersey Licensed Surety Company which is listed in the most recently published U.S. Treasury Circular No. 570, or by certified check in the amount called for in the Specifications, made out to the Housing Authority of the City of Bayonne. Bids must also be accompanied by the affidavits, etc., referred to in the Instructions to Bidders. Regardless of whether a Bid Bond or Certified Check is submitted for bid guarantee, each bidder must submit a Consent of Surety also from a New Jersey Licensed Surety Company which is listed in the most recently published U.S. Treasury Circular No. 570, stating that it will issue the necessary performance and maintenance bonds should the bidder enter into contract for this work with the Housing Authority of the City of Bayonne.

The Invitation for Bid and the contract awarded to it comply with the fair and open process, established and further defined by N.J.S.A. 19:44A-20.7. Consequently, the provision of N.J.S.A.

19:44A-20.5 and N.J.S.A 19:44A-20.26, as to campaign contributions, do not apply to the Invitation to Bid and the contract to be awarded hereunder.

Each Bidder must submit, with its Bid, security in the amount indicated below. No bidder may withdraw its Bid for a period of sixty (60) days after the actual date of opening thereof without the consent of the Authority.

<u>Amount of Bid</u>	<u>Bid Guarantee</u>
Up to \$200,000	10% of Bid
\$200,000 to \$400,000	\$20,000
Over \$400,000	5% of Bid

All Bidders are hereby notified that compliance with the most recently published and applicable Davis-Bacon Wage Requirements will be required in the performance of any contract awarded.

All Bidders are hereby notified that compliance with the business registration provisions of P.L. 2004, c. 57, as subsequently amended by P.L. 2009, c. 315, will be required at time of bid submission or thereafter in the performance of any contract awarded.

The successful Bidder will be required to obtain a Performance Bond for the full amount of the Contract and a Maintenance Bond for a percentage of the construction cost as defined in the specifications, both from a New Jersey Licensed Surety Company which is listed in the most recently published U.S. Treasury Circular No. 570.

Bidders and the successful Contractor and his subcontractors will be required to comply with Affirmative Action Regulations of the State of New Jersey, stipulated in N.J.S.A. 10:5-31-38, and to comply with Chapter 33 of the Public Laws of 1977 and with the requirements of Public Law of 1975, Chapter 127, and N.J.A.C. 17:27 "Law Against Discrimination", current regulations, as well as all federal Affirmative Action Programs.

All Bidders, including corporations, partnerships, and sole proprietorships, must submit a Statement of Ownership.

The project is being executed with funds provided by the U.S. Government through Department of Housing and Urban Development.

John T. Mahon, Executive Director  
Housing Authority of the City of Bayonne

**BID DOCUMENT SUBMISSION CHECKLIST**

**HOUSING AUTHORITY OF THE CITY OF BAYONNE**

Concrete and Curb Replacement As Needed At Various Sites  
(Name of Construction Project)

\_\_\_\_\_  
(Project or Bid Number)

**PLEASE SUBMIT ORIGINAL AND THREE (3) COPIES OF BID DOCUMENTS**

**A. Failure to submit the following documents is a mandatory cause for the bid to be rejected. (N.J.S.A. 40A:11-23.2)**

Required with  
Submission of Bid  
(Owner's checkmarks)

Initial Each Item  
Submitted with Bid  
(Bidder's initials)

_____	A bid guarantee as required by N.J.S.A. 40A: 11-21	<u>JDA</u>
_____	A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22	<u>JDA</u>
_____	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2	<u>JDA</u>
_____	A listing of subcontractors, as required by N.J.S.A. 40A: 11-16	<u>JDA</u>
_____	If applicable, bidder's acknowledgement of receipt any notice (s) or revision (s) or addenda to an advertisement, specifications or bid document (s)	<u>JDA</u>

**B. Failure to submit the following documents may be cause for the bid to be rejected (N.J.S.A. 40A: 11-23.1b)**

Required With  
Submission of Bid  
(Owner's checkmarks)

Initial each Item  
Submitted with Bid  
(Bidder's initials)

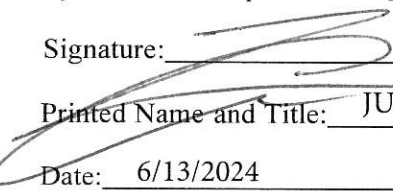
_____	Bid document submission checklist	<u>JDA</u>
_____	A Bid Form	<u>JDA</u>
_____	A previous participation certificate (HUD 2530)	<u>JDA</u>
_____	Business Registration Certificate or Certificate and Registration for Individuals, pursuant to N.J.S.A. 40A: 11-16 and 52:32-44 for both the bidder and all Subcontractors required to be listed in this Bid, as referenced above and as required by N.J.S.A. 40A: 11-16	<u>JDA</u>

_____	A performance and payment bond (certificate from a surety company, if your bid is accepted, they will furnish the performance bond)	<u>JSA</u>
_____	Representations, certifications and other statements of bidders (HUD 5369-A)	<u>JSA</u>
_____	Non-collusive affidavit (must be notarized)	<u>JSA</u>
_____	Bidder's affidavit	<u>JSA</u>
_____	Qualifications questionnaire	<u>JSA</u>
_____	Contracts completed in the last five years	<u>JSA</u>
_____	Status of contracts in hand	<u>JSA</u>
_____	Statement of Compliance	<u>JSA</u>
_____	Affidavit for affirmative action plan (must be notarized)	<u>JSA</u>
_____	Voluntary act and deed acknowledgment	<u>JSA</u>

**C. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.**

Name: AA BERMS LLC

By Authorized Representative: JUAN ALVARADO

Signature: 

Printed Name and Title: JUAN ALVARADO - OWNER

Date: 6/13/2024



**ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM**

**HOUSING AUTHORITY OF THE CITY OF BAYONNE**

Concrete and Curb replacement As Needed At Various Sites  
(Name of Construction Project)

\_\_\_\_\_  
(Project or Bid Number)

In accordance with N.J. S. A. 40A: 11-23a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date or receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid. Moreover, you must 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.

Title of Addendum/Revision

How Received  
(mail, fax,  
pick-up, etc.)

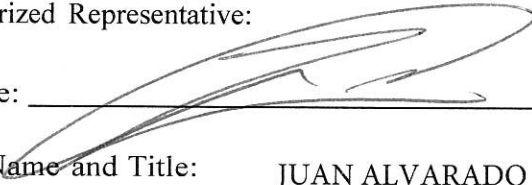
Date Received

NONE

Acknowledgement by bidder:

Name of Bidder: AA BERMS LLC

By Authorized Representative:

Signature:  \_\_\_\_\_

Printed Name and Title: JUAN ALVARADO - OWNER

Date: 6/13/2024

**BID FORM**

**Concrete And Curb Replacement As Needed At Various Sites**

BIDDER'S NAME: AA BERMS LLC

ADDRESS: PO BOX 180

BELLEVILLE NJ 07109

TELEPHONE NO.: 862-201-7177 FAX NO: 973-844-0984

E-MAIL ADDRESS: JUAN@AABERMS.COM

TO: HOUSING AUTHORITY OF THE CITY OF BAYONNE  
(the "AUTHORITY")

ADDRESS: 549 Avenue A P.O. Box 277

Bayonne, New Jersey 07002

TELEPHONE NO. : 201-339-8700 FASCIMILE NO: 201 436-0995

ATTENTION: Mr. John T. Mahon EXECUTIVE DIRECTOR

Pursuant to and in accordance with your Advertisement for Bids for work at these designated locations, and in accordance with the Instructions for Bidder's relating thereto, the undersigned hereby agrees to furnish all labor, materials, supplies, equipment, and other facilities necessary or proper for, or incidental to, or as required by the bid materials prepared by the Housing Authority of the City of Bayonne and dated 2024, along with all other addenda issued and mailed to the undersigned prior to the date of opening of bids.

It is hereby certified that the undersigned is the only person interested in this bid as Principal, and that the bid is made without collusion with any person, firm, or corporation.

**TOTAL LUMP SUM SINGLE CONTRACT BID:**

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

**Bid Price Calculation:** (Insert prices, one for Sidewalk repairs and one for Curb Replacement then multiply

for total cost) Job	Max. sq. ft.	Cost per sq. ft.	Total cost per job
Sidewalk-----	15,000 sq. ft. x	<u>\$17.00</u> per sq. ft.	<u>\$255,000.00</u>
Curbing-----	250 Linear. x	<u>\$70.00</u> per sq. ft.	<u>\$17,500.00</u>
(Combine both totals for a final bid price)			<u>Total Bid Price</u> <u>\$272,500.00</u>

TWO HUNDRED SEVENTY TWO THOUSAND  
FIVE HUNDRED DOLLARS & ZERO CENTS

For the sum of: (words) \_\_\_\_\_ dollars \$(numbers) \$272,500.00

All blank spaces for total bid prices must be filled in, or typewritten, in both words and figures. This total bid price must be the same here and the total shown immediately above as the sum of the Bid Price Calculation.

In submitting this bid, it is agreed:

1. to accept the provisions of the Instructions to Bidders;
2. to enter into and execute a contract, if awarded, on the basis of the bid;
3. to accomplish the work in accordance with the drawings and specifications;
4. to complete the work within the specified time after contract signing;
5. to furnish bonds as required in the specifications; and
6. to engage in the alternative dispute resolution procedure set forth in the Mediation Rules of the Authority, currently in effect, on file with the Authority and available upon request.

In submitting this bid, I have received and included the following addenda:

Addendum Number	Dated
<u>NONE</u>	_____
_____	_____

In submitting this bid, I have attached the following:

1. Letter from my surety company stating that it will provide bidder with Performance Bond called for in the Project Manual.
2. Bid Guarantee in the form of a Certified Check or Bid Bond in the following amount: for contracts up to \$200,000 the bid guarantee amount shall be 10%; for contracts from \$200,010 to \$400,000 the bid guarantee shall be \$20,000; for contracts over \$400,000 the bid guarantee shall be 5%.
3. Statement of Bidder's Qualifications.
4. Non-Collusive Affidavit.
5. Disclosure Statement of Ownership.
6. Affidavit for Affirmative Action Plan.
7. Bidder's Affidavit.
8. Qualification Questionnaire.
9. Previous Participation Certification.
10. Voluntary Act and Deed Acknowledgement.
11. Subcontractor Certificates.
12. Other submittals required elsewhere in the Project Manual.

It is agreed that the Authority shall be permitted to accept this bid within the period stipulated in the Project Manual without further cost to the Authority. It is further agreed that Authority in not bound to accept the lowest bid of any submitted.

It is agreed that the successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he had received notice of the acceptance of his bid, shall forfeit to the Housing Authority, as liquidated damages for such failure or refusal, the security deposit with his bid. In addition, the Contractor shall submit the consent of surety from a surety listed in the most recent publication of the Department of Treasury Circular No. 570.

In as much as the exact amount of damage and loss to the Authority which will result from failure of the contractor to complete the work within the time herein specified is difficult to ascertain, the damages for delay in case of such failure on the part of the Contractor shall be liquidated in the amount called for in the Project Manual for each consecutive calendar day (Sunday and Holidays included) by which the Contractor shall fail to substantially, complete the work under this Contract in accordance with the provisions hereof, and such liquidated damages shall be deductible from any funds due the Contractor under this Contract.

NOTE: If the bid is made by a corporation, it shall be signed by the President or other authorized officer and attach the corporate seal to be attested by the Secretary.

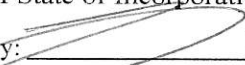
Submitted by: JUAN ALVARADO AA BERMS LLC  
Legal Name of Corporation

Address: PO BOX 180  
BELLEVILLE NJ 07109

Telephone: 862-201-7177 Facsimile 973-844-0984

E-Mail: JUAN@AABERMS.COM

Name of State of Incorporation: NEW JERSEY

Signed By:  Title OWNER

Attest:  (Place Corporate Seal Here)

Date: 6/13/2024

Note: If the bid is made by an unincorporated firm or partnership, it shall be signed in the firm or partnership name and also by two or more of the partners or members of the firm in their names.

Submitted by: NOT APPLICABLE

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signed By: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature of Owner or Partner

\_\_\_\_\_  
Signature of Owner or Partner Title: \_\_\_\_\_

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

1. The undersigned hereby agrees to perform the work for the price stipulated above in accordance with the terms of the Contract and Specifications.

AA BERMS LLC

Name of Firm

6/13/2024

Authorized Signature - Date

2. By submittal of a bid, Contractor represents that he has visited the Project Site (s) and has familiarized himself with the job conditions by means of inspection and examination of the work area.
3. Contractor shall provide 100% Insurance of Performance and Payment Bond, from a U.S. approved surety duly licensed in the State of New Jersey. If at any time the Authority, for justifiable cause, shall be or become dissatisfied with any surety or sureties then upon the Performance or Payment Bonds, the contractor shall, within five (5) days after notice from the Authority, substitute acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be acceptable to the Authority. The premiums on such bond(s) shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Authority.
4. Contractor shall provide proof of complete comprehensive and liability insurance.
5. The Housing Authority hereby represents that the conditions of the locations for which service are required at the time of the Bidder's inspection may be altered or changed. It is the responsibility of the Bidder to make himself aware of any changes in the job conditions.
6. In submitting this bid, the bidder understands that the right is reserved by the Housing Authority to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.
7. The Housing Authority reserves the right to award or not to award a contract in the Housing Authority's best interest.
8. The Housing Authority reserves the right to reject any bid if evidence submitted by, or investigation of, such bidder fails to satisfy the Authority that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. Conditional bids will not be accepted.
9. Attached is a Statement of Bidder's Qualifications properly executed.
10. Attached hereto is an Affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid or the submitting of bids for the Contract for which his bid is submitted.
11. Attached hereto is Form HUD-2530, which shall be completed, signed and submitted with this bid. Submit one original only.
12. Attached hereto is Form HUD 5369-A, which shall be completed, signed and submitted with this bid. Submit one original only.
13. Attached hereto are a Voluntary Act and Deed Acknowledgement by the Secretary of the Bidder which must be completed, executed, notarized and submitted together with this bid. The successful bidder's acknowledgement shall be incorporated into the Contract at the time of award. Submittal of this acknowledgement is a prerequisite to the validity of this bid.
14. The bidder represents that he () has, () has not participated in a previous contract or subcontract subject to either the Equal Opportunity Clause herein or the clause originally contained in Section 201 of Executive Order No. 11114; that he () has, () has not, filed all required compliance reports, and that representation indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontracts.
15. The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit any of his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not

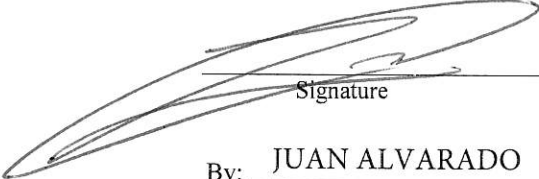
permit any of his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity Clause in any contract, resulting from his acceptance of the bid. As used in this certification, the terms "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which 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. The Bidder agrees that (except where he has obtained certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.

16. The undersigned Bidder hereby agrees that if this bid shall be accepted by the Housing Authority and the Undersigned shall fail to execute and deliver the Contract and performance bonds in accordance with the requirements of the Instructions to Bidders, then the undersigned shall be deemed to have abandoned the Contract and thereupon the Bid and its acceptance shall be null and void and the Housing Authority may be entitled to the amount of the certified check, cashier's check, or bid bond as damages, otherwise said certified check, cashier's check or bid bond shall be returned to the undersigned.
17. This bid is accompanied by a certified check\$ \_\_\_\_\_, cashier's check\$ \_\_\_\_\_, or Bid Bond  \$ 20,000.00, to the order of the Housing Authority in an amount as follows: for contracts up to \$200,000 the bid guarantee amount shall be 10%; for contracts from \$200,001 to \$400,000 the bid guarantee shall be \$20,000; for contracts over \$400,000 the bid guarantee shall be 5%. Any surety company used for the purpose of issuing a bid or performance and payment bond must be approved to act as on bonds securing government contracts issued by the U.S. Treasury Circular No. 570, as published annually in the Federal Register.
18. CONTRACT PERIOD The work shall commence at the time stipulated and shall be fully completed within the terms of the specifications. Contract period shall be from June 1, 2024 to May 31, 2025 with an option to extend for an additional one year period at the Housing Authority's discretion.
19. ALTERNATIVE DISPUTE RESOLUTION In submitting this bid, the bidder acknowledges that, pursuant to N.J.S.A. 40A: 11-50 (P.L. 1997, c.371), the contract documents contain provisions for an alternative dispute resolution ("ADR") procedure, set forth and defined, in its entirety, in Paragraph 31, entitled "Disputes" of the General Conditions of the Contract, as amended by the Special Conditions of the Contract, incorporated herein by reference, which procedure conforms to the industry standards, and which must be utilized to attempt to resolve disputes arising under the contract prior to such disputes being submitted to a court for adjudication. Any such dispute shall be settled by mediation, as that term is defined in the Special Conditions, pursuant to the Mediation Rules of the Housing Authority (the "Mediation Rules"). The Contractor, as the successful bidder, agrees to mediation pursuant to the Mediation Rules, currently in effect, on file with the Housing Authority and available upon request. The cost of Mediation shall be paid entirely by the Contractor. Nothing in this section shall prevent the contracting unit/officer from seeking injunctive or declaratory relief in court at any time. When a dispute concerns more than one contract, a construction contract and a related contract involving design, architecture, management, or engineering, or when more than one dispute of a similar nature arises under a construction, all interested parties may be included in the ADR proceeding, at the request of one of the contracting parties, unless determined to be inappropriate by the person appointed to resolve the dispute. The term "construction contract" includes contracts for construction, or its related architecture, engineering, or construction management. The ADR shall not apply to disputes concerning the bid solicitation or award process or to the formation of contracts or subcontracts to be entered into pursuant to N.J.S.A. 40A: 11-1 et seq.
20. CONTRACTOR'S EXPERIENCE The contractor shall be State licensed contractor and shall be totally familiar with all the procedures and materials. The Contractor shall provide written documentation of previous experience. The Housing Authority may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Authority all such information and data for this purpose as the Authority may request, including but not limited to, his previous experience in performing comparable work, his business and technical organizations, and financial resources.

21. BUSINESS REGISTRATION CERTIFICATE At the time of the bid, the bidder should submit a certification that the bidder has complied with the business registration provisions of N.J.S.A. 52:32-44 and N.J.S.A. and N.J.S.A. 40A: 11-23.2, and, in particular, that the bidder has either: (a) obtained a Business Registration Certificate from the State of New Jersey, Department of Treasury and has attached a true copy of the said Certification: or (b) obtained a Certificate of Registration for Individuals Contracting with Public Agencies from the State of New Jersey, Department of the Treasury and has attached a true copy of the said Certificate to the Certification. Failure to submit this form and its accompanying documents could result in rejection of the bid. However, pursuant to N.J.S.A. 40A: 11-23.2 and N.J.S.A. 52:32-44 (1) (b), both as recently amended in January, 2010 by P.L. 2009, c.315 the Authority, at its sole option and discretion, can determine that the Contractor to be the lowest responsible bidder can provide the Business Registration Certificate to the Authority subsequent to the bidding process, but prior to the time a contract is executed.
  
22. LICENSED SUBCONTRACTORS At the time of the bid, the bidder should submit a certificate, which lists subcontractors for the furnishing of plumbing, gas fitting heating/ventilation/air conditioning, electrical, structural steel and ornamental iron work. Said certificate shall identify the scope of work for which each listed subcontractor for the above referenced trades has submitted a price quote and for which the bidder has agreed to award to each subcontractor should the bidder be awarded the contact. Said certificate shall also include for each subcontractor named thereon: (a) the subcontractor name; (b) address; (c) telephone number; (d) New Jersey license number (if applicable); and (e) name of licensee (if applicable). Failure to submit this form and its accompanying documents will result in rejection of the bid. In addition, at the time of bid, the bidder should submit a copy of the Business registration Certificate and enter on the subcontractor certificate the number of such certificate for each subcontractor required to be listed as a subcontractor. However, pursuant the revisions in law described in paragraph 21 above, the Authority, as its sole option and discretion, can determine that the Contractor determined to be the lowest responsible bidder can provide the Business Registration Certificate of any subcontractor required to be listed to the Authority subsequent to the bidding process, but prior to the time a Contract is executed with the Contractor.
  
23. TAX EXEMPTION Bidders are to take note that the Housing Authority is an exempt organization under the provisions of the New Jersey State Sales and Use Tax and the payment of sales taxes are not required.
  
24. GUARANTEE OF WORK The Contractor shall guarantee ail work and materials under this contract to be free from defects in workmanship or materials except for normal wear and tear for a period of one (1) year from the date of completion and acceptance by the Authority and agrees to replace any such defects at no charge to the Authority during that period. The Contractor agrees to furnish a surety corporation bond in the amount of five (5) percent of the paid contract price to insure the one (1) year guarantee obligations prior to final payment.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

Date: 6/13/2024

  
 Signature

By: JUAN ALVARADO  
Name

Title: OWNER

Official Address:  
PO BOX 180  
BELLEVILLE NJ 07109



Previous Participation Certification

US Department of Housing and Urban Development  
Office of Housing/Federal Housing Commissioner

US Department of Agriculture  
Farmers Home Administration

OMB Approval No. 2502-0118  
(Exp. 05/31/2019)

**Part I to be completed by Controlling Participant of Covered Projects**  
(See instructions)

**For HUD HQ/FmHA use only**

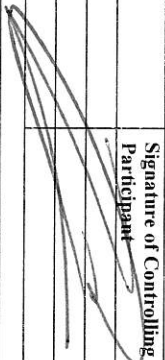
Reason for submission: <i>Concrete Curb Replacement as needed</i>		2. Project Name, Project Number, City and Zip Code	
1. Agency name and City where the application is filed <i>Housing Authority of the City of Baltimore</i>		Concrete And Curb Replacement As Needed At Various Sites	
3. Loan or Contract amount \$ <i>\$272,500.00</i>	4. Number of Units or Beds	5. Bayonne NJ	6. Type of Project (check one) <input type="checkbox"/> Existing <input checked="" type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)

**7. List all proposed Controlling Participants and attach organization chart for all organizations**

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number
AA BERMS LLC, JUAN ALVARADO - 106 MILL ST. BELLEVILLE NJ 07109	OWNER / SUPERVISOR	47-5203811

Certifications: The controlling participant(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as controlling participant(s) in the role(s) and project listed above. The controlling participant(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The controlling participant(s) further certify that to the best of their knowledge and belief:

- Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
- For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
  - No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee.
  - The controlling participants have no defaults or noncompliance under any Conventional Contract or "Turkey Contract of Sale in connection with a public housing project.
  - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects.
  - There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence.
  - The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less).
  - The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency.
  - All the names of the controlling participants who propose to participate in this project are listed above.
- None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
- None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
- None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
- None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
- Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initiated each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Controlling Participant	Signature of Controlling Participant	Certification Date (mm/dd/yyyy)	Area Code and Tel. No.
AA BERMS LLC		06/13/2024	862-201-7177
This form prepared by (print name) <u>JUAN ALVARADO</u> Area Code and Tel. No. <u>862-201-7177</u>			

Previous editions are obsolete



# Previous Participation Certification

OMB Approval No. 2502-0118  
(Exp. 05/31/2019)

**Schedule A: List of Previous Projects and Section 8 Contracts.** Below is a complete list of the controlling participants' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

1. Controlling Participants' Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Participants' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation <b>Yes No If yes, explain</b>	6. Last MOR rating and Physical Insp. Score and date
NONE ALL QUALIFICATIONS ATTACHED AA BERMS LLC - QUALIFICATIONS FOR ROAD WORK					

## Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system <input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum)
Staff	Processing and Control	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No Date (mm/dd/yyyy)
Signature of authorized reviewer		Signature of authorized reviewer

Previous editions are obsolete

ref 24 CFR 200 Subpart H Form HUD-2530 (10/2016)

**Instructions for Completing the Previous Participation Certificate, form HUD-2530**

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. part 200, subpart H, can be obtained on-line at [www.gpo.gov](http://www.gpo.gov) and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. **Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

**Purpose:** This form provides HUD with a certified report of all previous participation in HUD programs by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all controlling participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

*Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.*

**Who Must Sign and File Form HUD-2530:** Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR 200.212, and as further clarified by the Processing Guide referenced in 24 CFR 200.210(b) and made available on the HUD website at: [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/housing/mfh/prevparticipation](http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation).

**Where and When Form HUD-2530 Must Be Filed:** The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects listed in 24 CFR 200.214 and for the Triggering Events listed at 24 CFR 200.218.

## Previous Participation Certification

OMB Approval No. 2502-0118  
(Exp. 05/31/2019)

**Review of Adverse Determination:** If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR 200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

**Specific Line Instructions** are set forth in the Processing Guide.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a controlling participant may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information to evaluate whether or not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate the potential controlling participants and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

**Privacy Act Statement:** The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

**Public reporting burden** for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

**BIDDER'S STATEMENT OF OWNERSHIP**

In accordance with N.J.S.A. 52:25-24.2 provides 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.

**PART I**—If the bidder is a corporation:

Name of Corporation AA BERMS LLC  
State of Incorporation NEW JERSEY  
Date of Incorporation OCTOBER 2015

For those individuals \* who own 10 percent or more of any class of its stock:

NAMES	ADDRESS
<u>JUAN ALVARADO</u>	<u>106 MILL ST. BELLEVILLE NJ 07109</u>
_____	_____

**PART II**- If the bidder is a partnership:

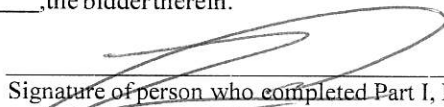
Name of Partnership NOT APPLICABLE  
County in which certificate of Tradename is filed N/A

For those individuals \* who own 10 percent or more of the interest in the partnership:

NAMES	ADDRESS
<u>N/A</u>	_____
_____	_____

**Part III**- If the bidder is a sole proprietorship:

N/A hereby certifies that I am the sole owner of \_\_\_\_\_, the bidder therein.

  
Signature of person who completed Part I, II or III above

\* If any of the individuals listed below is a partnership or corporation, a separate sheet should be attached giving the same information requested above for each such partnership or corporation. Similarly if any additional entry is a partnership or corporation, information must be provided to the level of ownership required to document ultimate ownership in the persons (not partnerships or corporations).



In the presence of:

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Address) (Business Address)

\_\_\_\_\_  
(Seal)  
(Individual Principal)

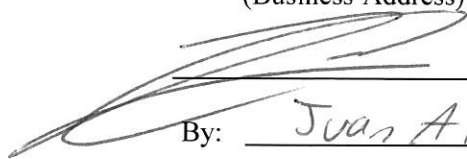
\_\_\_\_\_  
(Address) (Business Address)

ATTEST:   
Kerlin Elvir

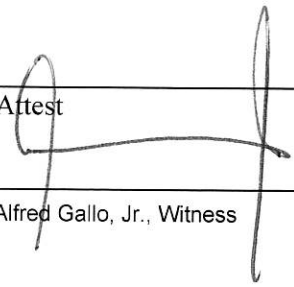
AA Berms, LLC  
(Corporate Principal)

(Affix  
Corporate  
Seal)

PO Box 180, Belleville, NJ 07109  
(Business Address)

  
By: Juan Alvarado

Attest

  
Alfred Gallo, Jr., Witness

The Ohio Casualty Insurance Company  
(Corporate Surety)

175 Berkley Street, Boston, MA 02116

(Affix  
Corporate  
Seal)

By:   
Michael Dugan, Attorney-in-Fact

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

**FORM OF CONSENT OF SURETY**

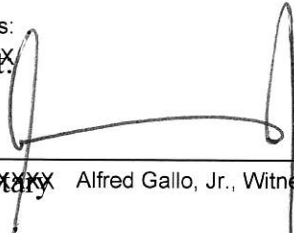
In accordance with N.J.S.A. 40A:11-22, provide the following information when submitting a bid. Failure to do so shall render a bidder's bid proposal unresponsive and constitute a fatal defect that cannot be cured by a governing body, and shall cause the bid to be rejected without opportunity to cure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

The undersigned hereby certify that they are the duly authorized agents of  
The Ohio Casualty Insurance Company, 175 Berkley Street, Boston, MA 02116

duly authorized to do business in the State of New Jersey, and agree to furnish to

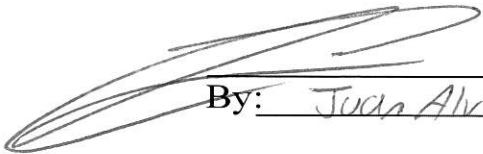
AA Berms, LLC a surety bond for the financial performance of any and all provisions contained in the specifications and contract. The maximum amount that we will be surety for AA Berms, LLC is 100% of the Contract Amount

The Ohio Casualty Insurance Company  
  
Surety Company of Agent  
Michael Dugan, Attorney-in-Fact

Witness:  
~~XXXXX~~  
~~Attest:~~  
  
~~Secretary~~ Alfred Gallo, Jr., Witness

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

AA Berms, LLC  
Name of Bidder

  
By: Juan Alvarado  
Owner  
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 BONDS IN THE STATE OF NEW JERSEY AND APPROVED IN THE U.S. TREASURY CIRCULAR N0.570.

**CORPORATE ACKNOWLEDGMENT**

Form 152

STATE OF NJ

COUNTY OF Essex

On this 13<sup>th</sup> day of June, 2024, before me personally  
came Juan Alvarado to me known, who, being by me  
duly sworn, did depose and say that she/he resides in Twp of Belleville  
that she/he is the Owner of the

AA Berms LLC the corporation  
described in and which executed the above instrument that she/he knows the seal of said  
corporation; that the seal affixed to said instrument is such corporate seal; that it was so  
affixed by order of the Board of Directors of said corporation, and that she/he signed  
her/his name thereto by like order.

(SEAL)

  
\_\_\_\_\_

**KERLIN ELVIR**  
**NOTARY PUBLIC OF NEW JERSEY**  
**COMM # 50158033**  
**My Commission Expires 04/19/26**



**CORPORATE ACKNOWLEDGMENT**

Form 152

STATE OF NEW JERSEY  
COUNTY OF BERGEN

On this 13<sup>TH</sup> day of JUNE, 2024 before me personally came Michael Dugan to me known, who, being by me duly sworn, did depose and say that she/he resides in Flanders, New Jersey that she/he is the ATTORNEY IN FACT of the THE OHIO CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument that she/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

(SEAL)

Susan L Kozak-Manna



SUSAN L. KOZAK-MANNA  
NOTARY PUBLIC, STATE OF NEW JERSEY  
MY COMMISSION EXPIRES  
MAY 22, 2028



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210087-974450

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, James Baldassare Jr. Sherryanne M. DePirro, Krista A. DiMezza, Michael Dugan, Charo J. Rosemond, Lisa M. Scavetta, Maria L. Spadaecini, John F. Surano, Nicholas F. Walsh

all of the city of Saddle Brook state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of May, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 11th day of May, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of June, 2024.



By: Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**THE OHIO CASUALTY INSURANCE COMPANY**  
**FINANCIAL STATEMENT – DECEMBER 31, 2023**

<b>Assets</b>		<b>Liabilities</b>	
Cash and Bank Deposits .....	\$205,269,499.00	Unearned Premiums .....	\$4,119,585,324.00
*Bonds – U.S Government .....	\$9,800,297,880.00	Reserve for Claims and Claims Expense.....	\$11,539,414,910.00
*Other Bonds .....	\$2,624,053,574.00	Funds Held Under Reinsurance Treaties .....	\$0.00
*Stocks .....	\$580,310,204.00	Reserve for Dividends to Policyholders .....	\$524,079.00
Real Estate .....	\$0.00	Additional Statutory Reserve .....	\$0.00
Agents' Balances or Uncollected Premiums...	\$2,470,513,419.00	Reserve for Commissions, Taxes and Other Liabilities .....	\$1,067,720,142.00
Accrued Interest and Rents .....	\$117,249,509.00	<b>Total .....</b>	<b>\$16,727,244,455.00</b>
Other Admitted Assets .....	\$6,440,345,225.00	Special Surplus Funds .....	\$83,803,503.00
<b>Total Admitted Assets .....</b>	<b>\$22,238,039,310.00</b>	Capital Stock .....	\$8,848,635.00
		Paid in Surplus .....	\$2,066,113,364.00
		Unassigned Surplus .....	\$3,352,029,353.00
		Surplus to Policyholders .....	\$5,510,794,855.00
		<b>Total Liabilities and Surplus .....</b>	<b>\$22,238,039,310.00</b>

\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the New Hampshire Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2024.



*Timothy A. Mikolajewski*  
\_\_\_\_\_  
Timothy A. Mikolajewski, Assistant Secretary



SURETY DISCLOSURE STATEMENT AND CERTIFICATION
pursuant to N.J.S.A. 2A:44-143

THE OHIO CASUALTY INSURANCE COMPANY, (hereinafter called "Surety"), the Surety on the attached bond, hereby certifies the following:

- 1) The Surety meets the applicable surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
2) The surplus of The Ohio Casualty Insurance Company as determined in accordance with the applicable laws of this State, totals \$9,121,377,597.00 as of the calendar year ended December 31, 2022, which amount has been certified by Ernst & Young LLP, 200 Clarendon Street, Boston, Massachusetts, 02116, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.
3) The Ohio Casualty Insurance Company has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on July 1, 2023 in the amount of \$246,650,000.00.
4) The amount of the bond to which this statement and certification is attached is \$ 20,000.
5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in Item (3) above, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

Table with 3 columns: Reinsurer, Address, Amount. Content: (Not Applicable) and;

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, David M. Carey, as Assistant Secretary for The Ohio Casualty Insurance Company, a stock insurance company domiciled in New Hampshire, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of The Ohio Casualty Insurance Company are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of The Ohio Casualty Insurance Company are false, this bond is VOIDABLE.

THE OHIO CASUALTY INSURANCE COMPANY
By: David M. Carey, Assistant Secretary

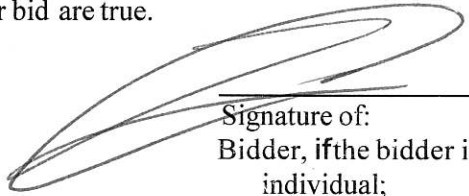
Dated: June 13th 2024

**AFFIDAVIT**  
(Prime Bidder)

State of NEW JERSEY )  
County of ESSEX ) : SS

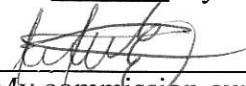
JUAN ALVARADO being first duly sworn, deposes and says:

That he is OWNER OF AA BERMS LLC the  
(a partner or officer of the firm of, etc.)  
party making the foregoing proposal or bid, that such proposal or bid is genuine and not  
collusive or sham, that said bidder has not colluded, conspired, connived or agreed,  
directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from  
bidding and has not in any manner, directly or indirectly, sought by agreement or  
collusion, or communication or conference with any person, to fix the bid price of affiant  
or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that  
of any other bidder, or to secure any advantage against the HOUSING AUTHORITY OF  
THE CITY OF BAYONNE or any person interested in the proposed contract; and  
That all statements in said proposal or bid are true.



Signature of:  
Bidder, if the bidder is an individual;  
Partner, if the bidder is a partnership;  
Officer, if the bidder is a corporation.

Subscribed and sworn to before me  
this 13TH day of JUNE, 2024

  
My commission expires 4-19-2026

**KERLIN ELVIR**  
**NOTARY PUBLIC OF NEW JERSEY**  
**COMM # 50158033**  
**My Commission Expires 04/19/26**

BID No.

Housing Authority City of Bayonne

at

Bayonne, NJ

BIDDER'S AFFIDAVIT

[This Affidavit is part of the Proposal]

STATE OF NEW JERSEY)

) :SS

COUNTY OF ESSEX  
(Fill In)

JUAN ALVARADO

being duly sworn, deposes and says

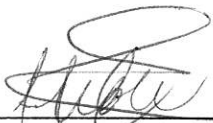
that he resides at 106 MILL ST. BELLEVILLE NJ 07109 that he is the  
OWNER CONCRETE AND CURB REPLACEMENT AS NEEDED AT VARIOUS BAYONNE HOUSING AUTHORITY SITES.  
who signed the above Bid or \_\_\_\_\_ [Give Title]

Proposal, that he was duly authorized to sign and that the proposal is the true offer of the Proposer, that the seal attached is the seal of the Proposer and that all the declarations and statements contained in the Proposal are true to the best of his knowledge and belief.

Subscribed and sworn to before me

at 106 MILL ST. BELLEVILLE NJ 07109

on this 13TH day of JUNE 2024



[Notary Public]

My commission expires 4-19-2026



Signature of Proposer (Seal)

**KERLIN ELVIR**  
**NOTARY PUBLIC OF NEW JERSEY**  
**COMM # 50158033**  
**My Commission Expires 04/19/26**

**Qualifications Questionnaire**

The Housing Authority of the City of Bayonne

Bid for: Concrete and Curb repairs as needed.

Name of Bidder: AA BERMS LLC

Address: PO BOX 180 BELLEVILLE NJ 07109

1. How many years have you been in the Construction business?  
9 YEARS
  
2. How long has your company been in business?  
9 YEARS
  
3. What type of equipment do you own that is available and intended for this project?  
5X SKID STEERS, 5X EXCAVATORS, 5X DUMP TRUCKS  
ATTACHED PLEASE FIND AA BERMS LLC - EQUIPMENT LIST
  
4. Have you ever failed to complete any work awarded to you?  
NO If yes explain. \_\_\_\_\_
  
5. Are you going to have the same Workers at all times, performing the work required? YES
  
6. How available are you, in case an issue comes up on site?  
IMMEDIATELY








AFFIRMATIVE ACTION AFFIDAVIT

Pursuant to the regulations promulgated by the Affirmative Action of the State of New Jersey in accordance with Laws of Public Law 1975, Chapter 127 and all its latest amendments stated in the Circulars of the Secretary of the Treasury of the State of New Jersey, as are included with these specifications, contractors furnishing goods or services to the Authority must agree, where applicable, to the following:

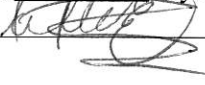
During the performance of this contract, the contractor agrees as follows:

1. To comply with all the regulations of Affirmative Action Laws of the State of New Jersey, Public Law 1975, Chapter 127.
2. To comply with all requirements stated in (N.J.A.C. 17:27) a memorandum entitled "Affirmative Action Requirements for Public Agencies in the Awarding of Contracts" (the "Memorandum").
3. To comply with all requirements of a Notice and explanation of certain revisions to Exhibit B, Mandatory Affirmative Action Language: Construction Contractors (the "Notice").

The undersigned hereby states, have fully read and agrees to comply with the above, and is familiar with the regulations described therein and will furnish further information if requested by the Authority confirming the compliance with above stated regulations. I am also aware that if the firm of AA BERMS LLC does not comply with Public Laws 1975, Chapter 127 and the rules and regulations issued pursuant thereto that no monies will be paid by the Authority and that the firm of AA BERMS LLC may be debarred from all public contracts for a period of up to five (5) years.

  
\_\_\_\_\_  
(Signature)  
JUNE 13, 2024

OWNER  
\_\_\_\_\_  
Title:  
(Sole Proprietor, General Partner  
of Corporate Officer)

Subscribed and sworn to before me  
This 13TH day of JUNE, 20 24  
\_\_\_\_\_  


My commission expires 4-19-26

**KERLIN ELVIR**  
**NOTARY PUBLIC OF NEW JERSEY**  
**COMM # 50158033**  
**My Commission Expires 04/19/26**

## EXHIBIT B

### P.L. 1975, C. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE CONSTRUCTION CONTRACTS

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

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment, because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- e. When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Affirmative Action Office may, in their discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Affirmative Action Office is satisfied that the contractor is employing

workers provided by the union and provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the Treasurer pursuant to P.L.1975, c.127, as amended and supplemented from time to time. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with union for a construction trade, the contractor or subcontractor shall, within three days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c.127, as supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five days prior to commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority and female workers consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (B) below; and the contractor or subcontractor further agrees to immediately take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.
- (B) If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
  - (1) To notify the Public Agency Compliance Officer, Affirmative Action Office, and at least one approved minority referral organization of its manpower needs, and request referral of minority and female workers;
  - (2) To notify any minority and female workers who have been listed with it as awaiting available vacancies;
  - (3) Prior to commencement of work, to request the local construction trade

( union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;

- (4) To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to layoff some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the contractor on any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975, c.127;
- (6) To adhere to the following procedure when minority and female workers apply or are referred to the contractor or subcontractor:
  - (i) If said individuals have never previously received any document or certification signifying a level of qualifications lower than that required, the contractor or subcontractor shall determine qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker's skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that, if necessary, the contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these regulations. All of the requirements of this paragraph, however are limited by the provisions of (C) below.
  - (ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment

goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Public Agency Compliance Officer and to the Affirmative Action Office.

(7) To keep complete and accurate record of all requests made for referral of workers in any trade covered by the contract and on forms made available by the Affirmative Action Office and shall be submitted promptly to that office upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) preceding provision shall preclude the contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall agreement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for the admission, pursuant to such agreement or arrangement; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to said provisions (B) without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also the contractor or subcontractor agrees that, in implementing the procedures of the preceding provisions (B) it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.

(D) The contractor agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than 3 days after signing a construction contract; provided, however, that the public agency may extend in a particular case the allowable time for submitting the form to no more than 14 days; and to submit a copy of the Monthly Project Manning Report once a month (by the seventh work day of each month) thereafter for the duration of this contract to the Affirmative Action Office and to the Public

Agency Compliance Officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

- (E) The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the affirmative action office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C, 17:27).

Form of Voluntary Act and Deed Acknowledgment

A F F I D A V I T  
(Prime Bidder)

State of NEW JERSEY )  
 ) : SS  
County of ESSEX )

JUAN ALVARADO being first duly sworn,

deposes and says:

That he is OWNER of the  
[a partner or officer of the firm of, .etc.]  
party making the foregoing proposal or bid, and that -the-

OWNER of the party making  
[partners or officers of the firm of, etc.]  
the foregoing proposal or bid have voted to present their bid  
proposal to the HOUSING :AUTHORITY OF THE CITY OF BAYONNE as their  
own voluntary act and deed.



Signature of:  
Bidder, if the bidder is an individual;  
Partner, if the bidder is a partnership;  
Officer, if the bidder is a corporation.

Subscribed and sworn to before me  
this 13TH day of JUNE 20 24



**KERLIN ELVIR**  
**NOTARY PUBLIC OF NEW JERSEY**  
**COMM # 50158033**  
**My Commission Expires 04/19/26**

my commission expires 4-19- 20 26



FORM OF SUBCONTRACTOR CERTIFICATE

In accordance with N.J.S.A. 40A: 11-16, provide the following documentation and/or information when submitting the bid. Failure to provide Business Registration Certificate information may render a bidder's bid proposal unresponsive. However, the authority can determine that the Business Registration Certificate information required by this form can be provided subsequently. Failure to provide all other information required by this form shall render a bidder's proposal unresponsive and shall constitute a fatal defect that shall cause the bid to be rejected.

AFFIDAVIT  
(Prime Bidder)

State of  NJ  )  
 ) : SS  
County of  ESSEX  )

JUAN ALVARADO  being first duly sworn, deposes and says:  
That he is  OWNER  (a partner or officer of the firm of, etc.) of  
the party making the foregoing proposal or bid, and that in preparing the foregoing proposal  
or bid has solicited and received price quotes for the following subcontracted work:

1. PLUMBING, GAS FITTING AND ALL KINDRED WORK

Name of Subcontractor:  NONE   
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
N.J. License# (if applicable): \_\_\_\_\_  
Name of Licensee (if applicable): \_\_\_\_\_  
Scope of work for which price quote was submitted: \_\_\_\_\_

2. STEAM POWER PLANTS, STEAM AND HOT WATER HEATING  
AND VENTILATING APPARATUS AND ALL KINDRED WORK

Name of Subcontractor:  NONE   
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
N.J. License# (if applicable): \_\_\_\_\_  
Name of Licensee (if applicable): \_\_\_\_\_  
Scope of work for which price quote was submitted: \_\_\_\_\_

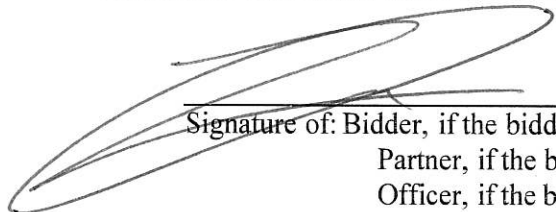
3. ELECTRICAL WORK

Name of Subcontractor: NONE  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
N.J. License# (if applicable): \_\_\_\_\_  
Name of Licensee (if applicable): \_\_\_\_\_  
Scope of work for which price quote was submitted: \_\_\_\_\_  
\_\_\_\_\_


4. STRUCTURAL STEEL AND ORNAMENTAL IRON WORK

Name of Subcontractor: NONE  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
N.J. License# (if applicable): \_\_\_\_\_  
Name of Licensee (if applicable): \_\_\_\_\_  
Scope of work for which price quote was submitted: \_\_\_\_\_  
\_\_\_\_\_

The bidder further states that, if awarded a contract for this project, the bidder shall award a contract to each of the above listed subcontractors.

  
\_\_\_\_\_  
Signature of: Bidder, if the bidder is an individual;  
Partner, if the bidder is a partnership;  
Officer, if the bidder is a corporation.

Subscribed to and sworn before me  
this 13TH day of JUNE, 2024.

  
\_\_\_\_\_  
Notary Public of the State  
of NJ

**KERLIN ELVIR**  
**NOTARY PUBLIC OF NEW JERSEY**  
**COMM # 50158033**  
**My Commission Expires 04/19/26**

My commission expires \_\_\_\_\_ 4-19-\_\_\_\_, 2026.

**NOTE:** Due to the nature of this bid, ordiuarily, there will be no sub-contractors for this contract. However, this form is required by law and should be submitted, indicating "none" for each category for which there is no sub-contractor.



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

**Instructions to Bidders for Contracts  
Public and Indian Housing Programs**

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the General Conditions of the Contract for Construction). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

### 2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

### 3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

### 4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

## 5. Late Submissions, Modifications, and Withdrawal of Bids

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

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

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

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

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

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

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## 6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

## 7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/ IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

## 8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.



(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

**9. Bid Guarantee (applicable to construction and equip- ment contracts exceeding \$25,000)**

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

**10. Assurance of Completion**

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

(1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

(2) separate performance and payment bonds, each for 50 percent or more of the contract price;

(3) a 20 percent cash escrow;

(4) a 25 percent irrevocable letter of credit; or,

(5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

**11. Preconstruction Conference (applicable to construction contracts)**

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

**12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)**

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e (b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean 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; and Indian "tribe" to mean 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.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with 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 established 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, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be 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.



Previous Participation Certification

OMB Approval No 2502-0118

**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)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

AA BERMS LLC [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" [X] 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) [X] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

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

(b)  is,  is not a women-owned 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,  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 operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |  |   |
|--|---|
| <input type="checkbox"/> Black Americans               | <input type="checkbox"/> Asian Pacific Americans  |
| <input checked="" type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans              | <input type="checkbox"/> 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,  is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, 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,  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 Contract 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 subcontractors;

(2) Retain the certifications in its files; and

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

**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.

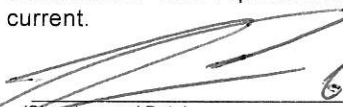
**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(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"  is, [ ] is not included with the bid.

**13. Bidder's Signature**

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

 6-13-24  
\_\_\_\_\_  
(Signature and Date)

**JUAN ALVARADO**  
\_\_\_\_\_  
(Typed or Printed Name)



# General Conditions for Non-Construction Contracts

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

## U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

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

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

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

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

#### 1. Definitions

Name

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority. Address
- (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

- (d) 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.
- (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 be entitled 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.

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- (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 thereof 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 public 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.



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## 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

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- 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 CONCRETE AND CURB REPLACEMENT AS NEEDED  
HOUSING AUTHORITY OF THE CITY OF BAYONNE**

**SCOPE OF WORK**

The purpose of this request for Bids is to provide a contractual Agreement for Concrete and Curb Removal and Replacement 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 15,000 SQUARE FEET OF CONCRETE AND 250 LINIER FEET OF CURBING. PLEASE NOTE THAT THE 15,000 AND 250 LINIER FEET ARE ONLY APPROXIMATE QUANTITIES AND NOT THE ACTUAL AMOUNT WHICH WILL BE REQUIRED.

**COMPLETION OF WORK**

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

**TECHNICAL SPECIFICATIONS**

Contractor shall follow City of Bayonne Ordinance **Chapter 25 Streets and Sidewalks** first and foremost. (Attachment A - <https://ecode360.com/35727325>)

*Regarding City of Bayonne Ordinance **Chapter 25 Section 25-1.2 Permit Application**: Contractor may refer to the Bayonne Police Department's Work Site Guidelines and Information referenced below.*

Where otherwise unstated in the City of Bayonne Ordinance Chapter 25, Contractor shall follow New Jersey Department of Transportation Standard Specifications **Section 606 – Sidewalks, Driveways, and Island & Section 607 - Curb.**

(Attachment B - <https://www.nj.gov/transportation/eng/specs/2019/Division.shtml>)

Contractor shall follow **Work Site Guidelines and Information** issued by the Bayonne Police Department. (Attachment C - <https://www.bayonnepd.com/worksite.htm>)

Contractor shall supply all materials, labor, equipment, insurance, permits and comply with the Bayonne Police Force Work site Evaluation Safety Procedure necessary to execute the work described herein. All grass areas damaged due to the nature of the work shall be reseeded and top soil repaired. Contractor shall have a minimum of three (3) years prior verifiable professional Concretere pair and finishing experience.

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.

**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 Concrete and linear foot of Concrete Curbing. 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 Concrete and Linear foot of Curbing.

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

**BIDDER CERTIFICATION AND/OR ACKNOWLEDGEMENT OF THE COMPLIANCE  
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 be 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 hereby 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 not 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 of N.J.S.A. 52:32-44 and, in particular, certifies that it has or will either (check one):  
  

<input checked="" type="checkbox"/>	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
<input type="checkbox"/>	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 conunon 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.

AA BERMS LLC

Name of Bidder

Attested or Witnesses by:



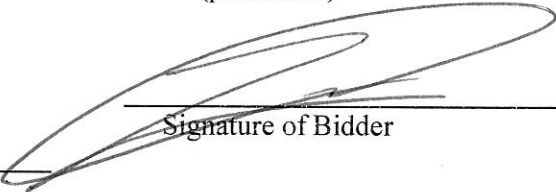
PO BOX 180

BELLEVILLE NJ 07109

Address of Bidder

By: JUAN ALVARADO

(print name)



Signature of Bidder

Dated: JUNE 13, 20 24

OWNER

Title





## State of New Jersey

DEPARTMENT OF TRANSPORTATION  
P.O. Box 600  
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY  
*Governor*

DIANE GUTIERREZ-SCACCETTI  
*Commissioner*

SHEILA Y. OLIVER  
*Lt. Governor*

June 8, 2023

Mr. Juan Alvarado  
DBE Liaison Officer  
AA Berms General Contractor, LLC  
PO Box 180  
Belleville, NJ 07109

Dear Mr. Alvarado:

This office has completed its review of your firm's annual Equal Employment Opportunity/Affirmative Action (EEO/AA) Program, including EEO Policy Statement and Sexual Harassment Policy. This review has deemed these documents to be acceptable; and, therefore, this will serve as your letter of approval.

Please note that this approval will be in effect for a period of one year beginning June 28, 2023, and will apply to all New Jersey Department of Transportation contracts for which your firm serves as a subcontractor during this one-year period. If any changes arise which affect your EEO/AA program and plans, please immediately notify this office in writing.

Thank you for your cooperation in the NJDOT's efforts to ensure equal opportunity and non-discrimination in our contracting opportunities and activities.

Sincerely,

*Vicki Tilghman-Ansley*

Vicki Tilghman-Ansley  
Director  
Division of Civil Rights and Affirmative Action

VT-A/smm  
c: file





## State of New Jersey

DEPARTMENT OF TRANSPORTATION  
P.O. Box 600  
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY  
*Governor*

FRANCIS K. O'CONNOR  
*Acting Commissioner*

TAHESHA L. WAY  
*Lt. Governor*

May 29, 2024

Mr. Juan Alvarado  
DBE Liaison Officer  
AA Berms General Contractor, LLC  
PO Box 180  
Belleville, NJ 07109

Dear Ms. Alvarado:

This office has completed its review of your firm's annual Equal Employment Opportunity/Affirmative Action (EEO/AA) Program, including EEO Policy Statement and Sexual Harassment Policy. This review has deemed these documents to be acceptable; and, therefore, this will serve as your letter of approval.

Please note that this approval will be in effect for a period of one year beginning June 8, 2024, and will apply to all New Jersey Department of Transportation contracts for which your firm serves as a subcontractor during this one-year period. If any changes arise which affect your EEO/AA program and plans, please immediately notify this office in writing.

Thank you for your cooperation in the NJDOT's efforts to ensure equal opportunity and non-discrimination in our contracting opportunities and activities.

Sincerely,

*Vicki Tilghman-Ansley*

Vicki Tilghman-Ansley  
Director  
Division of Civil Rights and Affirmative Action

VT-A/smm  
c: file

Certification **56735**

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Nov-2023** to **15-Nov-2030**

**AA BERMS LLC  
106 MILL STREET  
BELLEVILLE**

**NJ 07109**



*Elizabeth Maher Muoio*

**ELIZABETH MAHER MUOIO**  
State Treasurer

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 292  
TRENTON, NJ 08646-0292

TAXPAYER NAME:

AA BERMS LLC

TRADE NAME:

ADDRESS:

106 MILL ST  
BELLEVILLE NJ 07109

EFFECTIVE DATE:

10/02/15

SEQUENCE NUMBER:

1986140

ISSUANCE DATE:

10/03/15

*James J. Quinonez*  
Director  
New Jersey Division of Revenue

FORM BRC

(14-08) 1701584rv

This Certificate is NOT assignable or transferable. It must be conspicuously displayed in business address.

Certificate Number  
708696

Registration Date: 12/21/2023  
Expiration Date: 12/20/2025



# 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:

AA Berns LLC  
**2023**

**Responsible Representative(s):**  
Juan Alvarado, Owner

Handwritten signature of Robert Asaro-Angelo in black ink.

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

**PHIL MURPHY**  
*Governor*

**SHEILA OLIVER**  
*Lt. Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES  
P.O. BOX 026  
TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

**ELIZABETH MAHER MUOIO**  
*State Treasurer*

### APPROVED

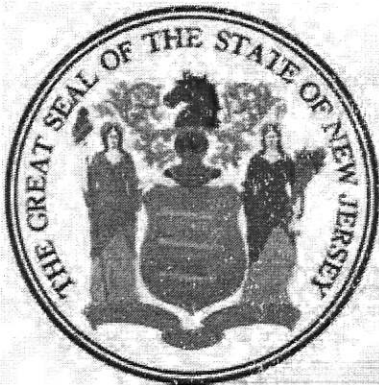
*under the*

Small Business Set-Aside Act

This certificate acknowledges AA BERMS LLC as a Category 2 & 5 Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This certification will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control, or any other factor of the business affecting eligibility for certification as a small businesses.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the system (SAVI) that lists certified small businesses. If the business seeks to be certified again, it will have to reapply.



Peter Lowicki  
Deputy Director

**Issued:** 2/13/2023  
**Certification Number:** A0323-29

**Expiration:** 2/13/2026

The expiration date is contingent on the proper and on-time filing of all Annual Verifications for non-provisional certificates. Please see above for more detail.

**AA Berms LLC - Qualification for Road work**

Project	Location/Owner	Contact	Phone # or Email	Engineer	Description of Work	Date Completed or Anticipated	Contract Amount
East Grand Streetscape	Elizabeth NJ	Jose Betances	908-276-2715 Ext 116	Harbor Consultants	Sidewalk, Curb, ADA Ramps, Brick Pavers, Tree Planting	Oct-18	\$ 505,000.00
North Richards North Clark & Eastern Ave Improvements	Somerville NJ	Michael Cole	609-396-2877	M Cole & Associates	Sidewalk, Curb & ADA Ramps	Nov-18	\$ 515,000.00
2018 Curb & Sidewalk Project	Summit NJ	Rick Matias	908-277-9400	City of Summit	Sidewalk, Curb, ADA Ramps & Inlets	Nov-18	\$ 130,000.00
2018 Sidewalk Improvements	Bridgewater NJ	Tom Forsythe	908-725-6300 Ext 5512	Twp of Bridgewater	Concrete Sidewalk	Oct-18	\$ 65,000.00
Country Club Improvements	Bridgewater NJ	Dominick	732-764-1800	Desnatis Construction	Concrete Sidewalk	Oct-18	\$ 35,000.00
Various Roadway Improvements	Piscataway NJ	Dominick	732-764-1800	Desnatis Construction	Concrete Sidewalk	Oct-18	\$ 20,000.00
Handicap Ramp Improvements	Milltown NJ	Anthony Russo	732-684-1651	L&L Paving	ADA Ramps	Oct-18	\$ 65,000.00
Hello Fresh Protective Curb	Newark NJ	Brian Kinsella	209-327-2521	Cold Storage Management	Concrete Curbing	Oct-18	\$ 50,000.00
North Avenue Streetscape & Washington Ave Streetscape	Dunellen	John Popivchak	732-727-8000	CME Associates	Concrete Sidewalk, Street Lighting	Apr-19	\$ 516,000.00
2018 Sidewalk Improvements	Rockaway	Rich Quamme	908-879-6209 Ext 234	Ferriero Engineering	Concrete Sidewalk, Curb & ADA Ramps	Apr-19	\$ 212,000.00
2018 Sidewalk Program	New Providence	Jeff Carter	732-859-8077	Maser Consulting	Sidewalk, Curb & ADA Ramps	Apr-19	\$ 195,000.00
President Street Roadway Improvements	Saddle Brook	Robert Klein	201-624-2137	Remington & Vernick	ADA Ramps	Apr-19	\$ 101,000.00
Route 36 Sidewalk Repairs	Hazlet	Anthony Russo	732-684-1651	L&L Paving	Sidewalk & Curb	Oct-18	\$ 20,000.00
2019 Road Resurfacing Sidewalk Accessibility	Clifton	Michael Lardner	973-470-5793	City of Clifton	ADA Ramps	Jan-20	\$ 656,000.00
Sidewalk Replacement Phase 1	Kenilworth	Tony G.	908-276-2715	Harbor Consultants	Stamped Concrete & Landscaping	Dec-19	\$ 101,000.00
2019 ADA Ramp Improvements	River Edge NJ	Jeyson Flores	201-487-0015 Ext 116	Costa Engineering	ADA Ramps	Nov-19	\$ 35,000.00
2019 Sidewalk Improvements	Bernards	Anthony Giraldo	908-204-3006	Bernards Twp Engineering	Sidewalk, Curb & ADA Ramps	Dec-19	\$ 70,000.00
2019 Improvements Parking Lot #7	Westfield	Kris McAloon	908-789-4100	Town of Westfield Engineering	Sidewalk, Curb, Drainage, Milling & Paving	Nov-19	\$ 68,000.00
First Avenue Streetscape	Denville	Samantha Anello	908-238-5032	Mott Mac	Streetscape (Brick Pavers & Street Lighting)	Jan-20	\$ 583,000.00
Newark Street Complete	Hudson County	Jose Sleira	201-369-4340 X 4170	Hudson County Engineering	Streetscape (ADA Ramps, Concrete Sidewalks, Trench Drains & Solar Pedestrian Signs)	Mar-20	\$ 500,000.00
McBride Streetscape	Woodland Park	All Mohammed	862-200-1851	Alaimo Group	Streetscape (ADA Ramps, Brick Pavers, Street Lighting)	Jun-20	\$ 220,000.00
Main Street Revival	Ramsey	Donald K.	201-280-9405	Statiles Associates	Streetscape (ADA Ramps, Stamped Colored Concrete, Street Lighting)	Nov-20	\$ 650,000.00
Downtown Improvements	New Providence	Kevin Boyer	908-809-2609	Maser Consulting	Streetscape (ADA Ramps, Brick Pavers, Street Lighting, Solar Mid Block Pedestrian Crossing)	Feb-21	\$ 270,000.00
Irvington Avenue Streetscape	Essex County	Asif Mahmood	973-390-2760	Essex County DPW	Streetscape (ADA Ramps, Colored Concrete, Street Lighting, Granite Curb, Engraved Curbing, Milling&Paving)	Aug-21	\$ 1,098,000.00
Bergenline Streetscape	West NY	Mina Eskander	201-320-7411	Remington & Vernick	Streetscape (ADA Ramps, Colored Concrete, Site Furniture, Tree Grates & New Trees)	Apr-22	\$ 1,198,000.00
Special Assessment Sidewalk Plan 1303 Centennial Ave	Piscataway NJ	Joe Herrera	732-562-6563	Twp of Piscataway Engineering	Concrete Sidewalk, Retaining Wall & ADA Concrete Ramps	May-22	\$ 148,000.00
Sidewalk for RVCC Parking Lots 2 & 3	Raritan Valley Community College	Michael Pinto	908-526-1200(x8216)	Raritan Valley Community College	Sidewalk & Walkway Lighting	May-22	\$ 98,000.00
Letona Giffin Park 100 Steps Reconstruction	City of Passaic	Doris Dudek	973-365-5722	City of Passaic Engineering	Concrete Wall, Stairs, Decorative Handrails, Lighting	Jul-22	\$ 490,000.00
2022 Sidewalk Improvements	Bernards	Katelyn Dmitruk	908-204-3007	Bernards Twp Engineering	Sidewalk, Curb & ADA Ramps	Jul-22	\$ 80,000.00
2021 ADA Improvements at Various Locations	Maplewood	Paul Kittner	201-452-9603	Maplewood Twp Engineering	Sidewalk, Curb & ADA Ramps	Jul-22	\$ 225,000.00
West Allendale Ave Streetscape Phase IV	Allendale	Ron Kistner	201-870-5170	Neglia Group	Streetscape, Sidewalk, Curb, Conduit, Lighting, Foundations, Pavers	Feb-23	\$ 415,000.00
Traffic Calming Improvements	Maplewood	Paul Kittner	201-452-9603	Maplewood Twp Engineering	Sidewalk, Curb & ADA Ramps, Striping, Rapid Flashing Beacons	Jul-23	\$ 145,000.00
Concrete Restoration	Passaic Valley Water Commission	Jaroslav Adamkiewicz	973-518-0828	Passaic Valley Water Commission	Concrete Sidewalk & Curbs	Nov-23	\$ 620,000.00
Pompton Road Streetscape Ph 3	Borough of Haledon	Dane Irving	732-856-2386	Alaimo Group	Streetscape, Sidewalk, Curb, Conduit, Lighting, Foundations, Pavers	Oct-23	\$ 340,000.00
2022 ADA Improvements at Various Locations	Maplewood	Paul Kittner	201-452-9603	Maplewood Twp Engineering	Sidewalk, Curb & ADA Ramps, Automatic Door Opener, Handicap Ramp w/ Railings	Nov-23	\$ 245,000.00



## State of New Jersey

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

PHIL MURPHY  
*Governor*

SHEILA OLIVER  
*Lt. Governor*

ELIZABETH MAHER MUOIO  
*State Treasurer*

5-YEAR RECERTIFICATION

**APPROVED**

*under the*

Minority and Women Business Certification Program

This certificate acknowledges AA BERMS LLC as a Certified Minority Business Enterprise (MBE) that has met the criteria established by N.J.A.C. 17:46.

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 minority or women-owned 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 certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply by submitting a new application.



Peter Lowicki  
Deputy Director

Issued: 5/21/2023

Certification Number: A0341-78

\*Expiration: 5/21/2028

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



**AA BERMS LLC EQUIPMENT LIST**

<b>TYPE</b>	<b>YEAR</b>	<b>MANUFACTURER/ MODEL</b>
CUS TRAILER	1994	25 TON
PICKUP TRUCK	2000	FORD F250
PICKUP TRUCK	2000	FORD F350
TRAILER	2001	ECOLINE
PICKUP TRUCK	2001	FORD F250
DUMP TRUCK	2010	INTERNATIONAL 4300
DUMP TRUCK	2013	INTERNATIONAL 4300
DUMP TRUCK	2013	INTERNATIONAL 4300
BACKHOE	2014	JOHN DEERE 310SK
EXCAVATOR	2016	JOHN DEERE 60G
EXCAVATOR	2017	JOHN DEERE 60G
EXCAVATOR	2017	HITACHI ZX60
SKID STEER	2017	JOHN DEERE 330G
SKID STEER	2019	JOHN DEERE 330G
DUMP TRUCK	2008	FORD F850
EXCAVATOR	2008	TAKEUCHI 85
BACKHOE	2010	CASE 580
DUMP TRUCK	2012	PETERBILT 367
DUMP TRUCK	2013	KENWORTH T800
DUMP TRUCK	2012	PETERBILT 367
Asphalt Paver	2012	LeeBoy 8510B
Asphalt Paver	2003	Mauldin 1500
Roller	2010	Wolfpac 3100
Roller	2005	Ingersoll DD130
Roller	2001	Reguson 46B
Front Loader	2018	JOHN DEERE 344L
EXCAVATOR	2019	JOHN DEERE 60G
PICKUP TRUCK	2018	SILVERADO 2500
SKID STEER	2010	BOBCAT T595
DUMP TRUCK	2010	F800
DUMP TRUCK	2018	KENWORTH TRIAXLE
DUMP TRUCK	2019	KENWORTH TRIAXLE
DUMP TRUCK	2014	TRIAxLE
SKID STEER	2010	BOBCAT S650
DUMP TRUCK	2010	INTERNATIONAL 4300
DUMP TRUCK	2007	GMC C7500
PICKUP TRUCK	2018	SILVERADO 1500
EXCAVATOR	2017	TAKEUCHI TB230
Roller	2016	Wacker 1.5T
EXCAVATOR	2020	JOHN DEERE 60G
EXCAVATOR	2021	Hyundai R60CR
EXCAVATOR	2022	Hyundai R60CR

ALL EQUIPMENT LOCATED AT STAGING YARD LOCATIONS.



**AA Berms LLC - Current Work on Hand**

Project	Location/Owner	Contact	Phone # or Email	Engineer	Description of Work	Date Completed or Anticipated	Contract Amount
Union Blvd & Locust Ave Streetscape	Washington	DAVID JUZMIESKI	201-953-1485	NEGILIA	STRETSCPAE	May-24	\$ 385,000.00
ELIZABETH AVE STRETSCAPE	CITY OF ELIZABETH	STEVE RINALDI	908-820-4278	CME ASSOCIATES	STRETSCAPE	May-24	\$ 1,286,000.00
CONCRETE RESTORATION WORK	City of Newark Water & Sewer	Sandra Currais	973-256-4965	City of Newark	CONCRETE RESTORATION Cobblestone Roadway	Jul-25	\$ 640,000.00
Sunshine Alley Improvements	City of Perth Amboy	Julie Vega	732-865-9434	T&M Associates	Restoration	Aug-24	\$ 440,000.00