

**PROJECT MANUAL**  
**FOR**  
**EXCEPTIONAL SERVICES**  
**(BED BUG ELIMINATION)**

**HOUSING AUTHORITY**  
**OF**  
**THE CITY OF BAYONNE**

**549 AVENUE A**  
**BAYONNE, NEW JERSEY 07002**

**MR. JOHN T. MAHON**  
**EXECUTIVE DIRECTOR**

**MARCH, 2023**

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## 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 (the "Authority") is receiving bids for an annual contract for **EXCEPTIONAL SERVICES (BED BUG ELIMINATION) AT THE FOLLOWING SITES: NJ12-1, NJ12-2, NJ12-3, NJ12-4, NJ12-5, NJ12-6A, NJ12-6B, NJ12-7, NJ12-7A, NJ12-8, NJ12-9, NJ12-11 AND BRIDGEVIEW MANOR.**

The Authority will receive sealed bids for this work in accordance with contract documents prepared together with such addenda as may be issued prior to the date of receipt of bids. The period of this contract will be from April 1, 2023 to March 31, 2024.

Bids will be received no later **MARCH 1, 2023 AT 11:15 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**. The bids will be opened at the time indicated but due to COVID-19, the bid opening will be done remotely and will be recorded and posted on the BHA website ([bayonneha.org](http://bayonneha.org)). Submitted bids will also be available on the website. Any questions can be directed to Mr. Evan Pacyna at [epacyna@bayonneha.org](mailto:epacyna@bayonneha.org). The bid information and video will be available on the website until awarded.

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 February 1, 2023. Bids must be received by **MARCH 1, 2023 AT 11:15 AM** 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.

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.

Please note that all Specifications for Exceptional Services (Bed Bug Elimination) must be complied with and will be diligently enforced by the Authority. Review the bid documents carefully and be sure to reflect your consideration of their provisions in your bid. No bid will be considered unless it is accompanied by proof that the bidder is properly licensed by the State of New Jersey as a Pesticide Applicator.

Note carefully that the Authority will be receiving bids and possibly awarding a contract for a different scope of services for Pest Control Services at a similar time as these services. These two contracts are separate and different, and any bidder should treat them entirely separate and different, although bids can be submitted for both if the bidder is qualified to do so.

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.

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.

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.

This Invitation to Bid and the Contract awarded pursuant to it comply with the Fair and Open Process, established and further defined by N.J.S.A. 19:44-A-20.7. Consequently, the provisions of N.J.S.A. 19:44A-20.5 and N.J.S.A. 19:44A 20.6, as to campaign contributions, do not apply to the Invitation and the Contract to be awarded hereunder.

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 Specification, made out to the Housing Authority of the City of Bayonne. Bids must also be accompanied by the affidavits, etc., referred to in the Instruction to Bidders. Regardless of whether the 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 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 Authority.

Each Bidder must submit, with its Bid, security in the amount indicated below, subject to the conditions provided in the Project Manual. No Bidder may withdraw its Bid for a period of sixty (60) days after the actual date of opening thereof.

<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, including Corporations, Partnerships and Sole Proprietorships, must submit a Statement of Ownership, showing the name and address of each person who owns an interest of 10% or more in the bidder.

All Bidders are hereby notified that compliance with the Business Registration Provisions of P.L. 2004, c.57, as amended by P.L. 2009 c315, will be required at the time of bid submission or thereafter and in performance of any contract awarded.

The successful bidder will be required to obtain a Performance Bond for the amount of the contract 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.

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

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

January 2023



# Exterminators

Protecting your business, your home, your family  
Serving all areas of New Jersey 1-800-564-6368

February 24, 2023

Regarding: The Housing Authority of the City of Bayonne  
549 Avenue A  
Bayonne, NJ 07002

To Whom It May Concern:

A Bid Bond and Certificate of Surety will be submitted upon award of contract.

Sincerely,

Ed Gorczynski  
E&G Exterminators, Inc.

**Corporate Office\* 122 North Broadway \* South Amboy, NJ 08879**

<b>Ocean</b>	<b>Monmouth</b>	<b>Mercer</b>	<b>Bridgewater</b>
<b>732-341-3829</b>	<b>732-758-0300</b>	<b>609-683-1331</b>	<b>908-725-4901</b>
<b>Middlesex</b>	<b>Union</b>	<b>Summit</b>	<b>Watchung</b>
<b>732-721-6368</b>	<b>908-709-0300</b>	<b>908-273-5163</b>	<b>908-497-0719</b>

# BID DOCUMENT SUBMISSION CHECKLIST

## HOUSING AUTHORITY OF THE CITY OF BAYONNE

Exceptional Services (Bed Bug Elimination)

(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)

to be  
provided if  
awarded

☐ A bid guarantee as required by N.J.S.A. 40A:11-21

ES

☐ A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22

ES

☒ A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2

ES

☒ A listing of subcontractors, as required by N.J.S.A. 40A:11-16

ES

☒ If applicable, bidder's acknowledgement of receipt any notice (s) or revision (s) or addenda to an advertisement, specifications or bid document (s)

ES

#### 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

ES

☒ A Bid Form

ES

☒ A previous participation certificate (HUD 2530)

ES

☒ Business Registration Certificate or a Certificate and registration for Individuals, pursuant to N.J.S.A. 40A:11-16 and N.J.S.A. 52:32-44 for both the bidder and all sub-contractors required to be listed in this bid, as referenced above

ES

upon  
award

A performance and payment bond (certificate from a surety company, if your bid is accepted, they will furnish the performance bond)

ES

<input checked="" type="checkbox"/>	Representations, certifications and other statements of bidders (HUD 5369-A)	<u>OK</u>
<input checked="" type="checkbox"/>	Non-collusive affidavit (must be notarized)	<u>OK</u>
<input checked="" type="checkbox"/>	Bidder's affidavit	<u>OK</u>
<input checked="" type="checkbox"/>	Qualifications questionnaire	<u>OK</u>
<input checked="" type="checkbox"/>	Contracts completed in the last five years	<u>OK</u>
<input checked="" type="checkbox"/>	Status of contracts in hand	<u>OK</u>
<input checked="" type="checkbox"/>	Statement of Compliance	<u>OK</u>
<input checked="" type="checkbox"/>	Affidavit for affirmative action plan (must be notarized)	<u>OK</u>
<input checked="" type="checkbox"/>	Voluntary act and deed acknowledgment	<u>OK</u>

- c. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: E+G Exterminators Inc

By Authorized Representative:

Signature: [Signature]

Printed Name and Title: Edward Gorczynski, President

Date: February 24, 2023



# ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

## HOUSING AUTHORITY OF THE CITY OF BAYONNE

Exceptional Services (Bed Bug Elimination)

(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

Date Received

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

None

Acknowledgement by bidder:

Name of Bidder: E+G Exterminators Inc

By Authorized Representative:

Signature: [Signature]

Printed Name and Title: Edward Gorczynski, President

Date: February 24, 2023

**BID FORM****EXCEPTIONAL SERVICES (BED BUG ELIMINATION)**

BIDDER'S NAME:

E.G. Exterminators Inc.

ADDRESS:

122 North Broadway  
South Amboy NJ  
08879

TELEPHONE NO.:

732-721-6368

FAX NO:

732-721-5389

E-MAIL ADDRESS:

egorczyński@aol.com / landgexterminators@gmail.com

TO:

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

ADDRESS:

549 Avenue A, P.O. Box 277Bayonne, New Jersey 07002

TELEPHONE NO. :

201-339-8700FASCIMILE NO : 201 436-0990ATTENTION: 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 plant, 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 **March 2023**, 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:**

For purposes of evaluating this bid, the Authority has established a unit breakdown and the contractor must provide a treatment price for each unit size. This price combined together will constitute the total bid price for purposes of evaluation to determine the successful bidder. This price per unit size covers the entire scope of work included in the bid materials.

**Bid Price Calculation:** (Insert 4 unit prices; add together for the total bid price)

<u>Unit Size</u>	<u>Price per unit</u>
Studio/1 Bedroom	<u>300.<sup>00</sup></u>
2 Bedroom	<u>300.<sup>00</sup></u>
3 Bedroom	<u>300.<sup>00</sup></u>
4 Bedroom	<u>300.<sup>00</sup></u>
Total Bid Price	<u>\$1200.<sup>00</sup></u>

For the sum of: (words) One thousand Two Hundred <sup>Total Bid Price</sup> dollars \$(numbers) 1200.00  
All blank spaces for total bid prices must be filled in, or typewritten, in both words and figures.

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

none

2/21/2023

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 \$200,001 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 is 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: E+G Exterminators, Inc  
Legal Name of Corporation

Address: 122 NORTH BROADWAY  
SUMMIT AMBOY NJ 08879

Telephone: 732-721-6368 Facsimile 732-721-5389

E-Mail: egorczynski@aol.com earl.g.terminators@gmail.com

Name of State of Incorporation: New Jersey

Signed By: [Signature] Title President

Attest: EDWARD GORCZYNSKI (Place Corporate Seal Here)

Date: 2/24/2023

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: \_\_\_\_\_

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.

E+J Exterminators Inc  
Name of Firm

[Signature] 2/24/2023  
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 Contractor shall provide, at the time of bid, proof that the bidder is licensed by the State of New Jersey as an exterminator.
6. The Housing Authority hereby represents that the condition's 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.
7. 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.
8. The Housing Authority reserves the right to award or not to award a contract in the Housing Authority's best interest.
9. 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.
10. Prior to the execution of any contract, Contractor shall submit a Statement of Bidder's Qualifications properly executed.
11. 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.
12. Attached hereto is Form HUD-2530, which shall be completed, signed and submitted with this bid. Submit one original only.
13. Attached hereto is Form HUD 5369-A, which shall be completed, signed and submitted with this bid. Submit one original only.
14. Attached hereto is 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.



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February 24, 2023

Regarding: The Housing Authority of the City of Bayonne  
549 Avenue A  
Bayonne, NJ 07002

To Whom It May Concern:

A Bid Bond and Certificate of Surety will be submitted upon award of contract.

Sincerely,

Ed Gorczynski  
E&G Exterminators, Inc.

**Corporate Office\* 122 North Broadway \* South Amboy, NJ 08879**

<b>Ocean</b>	<b>Monmouth</b>	<b>Mercer</b>	<b>Bridgewater</b>
<b>732-341-3829</b>	<b>732-758-0300</b>	<b>609-683-1331</b>	<b>908-725-4901</b>
<b>Middlesex</b>	<b>Union</b>	<b>Summit</b>	<b>Watchung</b>
<b>732-721-6368</b>	<b>908-709-0300</b>	<b>908-273-5163</b>	<b>908-497-0719</b>

15. 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.
16. 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.
17. 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. *will be provided upon award*
18. This bid is accompanied by a certified check \$ \_\_\_\_\_, cashier's check \$ \_\_\_\_\_, or Bid Bond \$ \_\_\_\_\_, 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.
19. CONTRACT PERIOD The work shall commence at the time stipulated and shall be fully completed within the terms of the specifications.
20. 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, i.e. 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

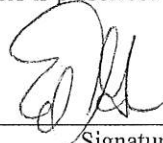
by the person appointed to resolve the dispute. The term "construction contract" includes contracts for construction, or its related architecture, engineering, or construction management. The ADR shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to N.J.S.A. 40A:11-1 et seq.

21. 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.
22. LICENSED SUBCONTRACTORS The bidder shall submit at the time of bid a certificate which lists subcontractors for the furnishing of plumbing, gas fitting, heating/ventilation/air conditioning, electrical, structural steel and ornamental iron works. Said contractor shall identify the scope of work for which each listed subcontractor for the above referenced trades has submitted a price quote and which the bidder be awarded the contract. Said certificate shall also include the subcontractor name, address, telephone number, New Jersey license number (if Applicable) and the name of licensee (if applicable). Failure to submit this form will result in rejection of the bid.
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. LEAD-BASED PAINT Any contractor awarded a contract shall comply with 24 CFR Part 35 prohibiting the use of lead-based paint.
25. GUARANTEE OF WORK The Contractor shall guarantee all 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.

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

Date:

2/24/2023



Signature

By: Edward Gorczynski  
Name

Title: President

Official Address:

122 NORTH BROADWAY  
SOUTH AMBOY NJ  
08879



# Previous Participation Certification

U.S. Department of Housing and Urban Development  
Office of Housing/Federal Housing Commissioner

U.S. Department of Agriculture  
Farmers Home Administration

OMB Approval No. 2502-0118  
(exp 11/30/2012)

## Part I To be completed by Principals of Multifamily Projects. See Instructions Reason for Submitting Certification

For HUD HO/FmHA use only

1. Agency Name and City where the application is filed

2. Project Name, Project Number, City and Zip Code contained in the application

3. Loan or Contract Amount

4. Number of Units or Beds

5. Section of Act

6. Type of Project (check one)  
☐ Existing ☐ Rehabilitation ☐ Proposed (New)

### List of all proposed Principal Participants and attach organization chart for all organizations.

7. Names and Addresses of All Known Principals and Affiliates (people, businesses & organizations) proposing to participate in the project described above. (list names alphabetically; last, first, middle initial)

8. Role of Each Principal in Project

9. Expected % Owner ship Interest in Project

10. Social Security or IRS Employer Number

Certifications: I (meaning the individual who signs as well as the corporations, partnerships or other parties listed above who certify) hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as a principal in the role and project listed above based upon my following previous participation record and this Certification. Verify that neither you nor any of your principals or affiliates have ever been found to be in noncompliance with any applicable fair housing and civil rights requirements in 24 C.F.R. 5.105 (a). If you or any of your principals or affiliates have been found to be in noncompliance with any such requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any.

I certify that all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and Exhibits signed by me and attached to this form. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012, 31 U.S.C. 3729, 3802) I further certify that:

1. Schedule A contains a listing of every assisted or

insured project of HUD, USDA, FmHA and State and local government housing finance agencies in which I have been or am now a principal.

2. For the period beginning 10 years prior to the date of this certification, and except as shown by me on the certification:

a. No mortgage on a project listed by me has ever been in default, assigned to the Government or foreclosed, nor has mortgage relief by the mortgagee been given;

b. I have not experienced defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;

c. To the best of my knowledge, there are no unresolved findings raised as a result of HUD audits, management reviews or other Governmental investigations concerning me or my projects;

d. There has not been a suspension or termination of payments under any HUD assistance Contract in which I have had a legal or beneficial interest;

e. I have not been convicted of a felony and am not presently, to my knowledge, 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);

f. I 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;

g. I have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;

3. All the names of the parties, known to me to be principals in this project(s) in which I propose to participate, are listed above.

4. I am not 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.

5. I am not a principal 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

6. To my knowledge I have not been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 C.F.R. 5.105(a).

7. I am not 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.

8. Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initiated each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think helps to qualify me as a responsible principal for participation in this project.

Typed or Printed Name of Principal

Signature of Principal

Certification Date (mm/dd/yyyy)

Area Code and Telephone No.

This form was prepared by (Please print name)

EDWARD G. GREGORY

Previous editions are obsolete

**Schedule A: List of Previous Projects and Section 8 Contracts.** By my name below is the complete list of my previous projects and my participation history as a principal in Multifamily Housing programs of HUD/FmHA, State, and Local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Abbreviate where possible. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If you have no previous projects write, by your name, **"No previous participation, First Experience."**

1. List each Principal's Name (list in alphabetical order; last name first)	2. List Previous Projects (give the I.D. number, project name, city location, & government agency involved if other than HUD)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of Loan: (current, defaulted, assigned, or foreclosed)	5. Was Project ever in Default, during your participation? Yes <input type="checkbox"/> No <input type="checkbox"/> If "Yes," explain	6. Last Mgmt. and/or Physical Inspctn Rating and Date
NO Previous participation					

**Part II - For HUD Internal Processing Only**

Received and checked by me for accuracy and completeness; recommend approval or transferal to Headquarters as checked below:

Date (mm/dd/yyyy)	Telephone Number and Area Code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval is recommended. <input type="checkbox"/> B. Name match in system	<input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other, our memorandum is attached.
Staff	Processing and Control		
Supervisor	Director of Housing / Director, Multifamily Division	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)

Previous editions are obsolete

### 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. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative 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. If you have many projects to list (20 or more) and expect to be applying frequently for participation in HUD projects, you should consider filing a Master List. See Master List instructions below under "Instructions for Completing Schedule A."

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

**Purpose:** This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects 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 principal 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 parties applying to become principal participants in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures, partnerships, corporations, trusts, nonprofit organizations, any other public or private entity, that will participate in the proposed project as a sponsor; owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arms length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

**Exception for Corporations** - All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

**Exemptions** - The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

**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, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and Handicapped).
- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal, or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more, or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local governmental housing finance agencies that include mental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

**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 by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

### Specific Line Instructions:

**Reason for submitting this Certification:** e.g., refinancing, management, change in ownership, transfer of physical assets, etc.

**Block 1:** Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District Office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

**Block 2:** Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include all project or contract identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code of the site location.

**Block 3:** Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

**Block 4:** Fill in the number of apartment units proposed, such as "40" units. For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

**Block 5:** Fill in the section of the Housing Act under which the application is filed.

**Block 7:** Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

**Block 8:** Beside the name of each principal, fill in the role that each will perform. The following are possible roles that the principals may perform: Sponsor, Owner, Prime Contractor, Turnkey Developer, Managing Agent, Packager, Consultant, General Partner, Limited Partner (include percentage), Executive Officer, Director, Trustee, Major Stockholder, or Nursing Home Administrator. Beside the name of each affiliate, write the name of the person or firm of affiliation, such as "Affiliate of Smith Construction Co."



**Block 9:** Fill in the percentage of ownership in the proposed project that each principal is expected to have. Also specify if the participant is a general or limited partner. Beside the name of those parties who will not be owners, write "None."

**Block 10:** Fill in the Social Security Number or IRS employer number of every party listed, including affiliates.

**Instructions for Completing Schedule A:**

Be sure that Schedule A is filled in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/FmHA, and State and local Housing Finance Agencies in which you have previously participated must be listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required. To avoid duplication of disclosure, list the project and then the entities or individuals involved in that project. You may use the name or a number code to denote the entity or individual that participated. The number code can then be used in column 3 to denote role.

**Column 2** List the project or contract identification of each previous project. All previous projects must be included on your certification cannot be processed. Include the name of all projects, the cities in which they are located and the government agency (HUD, USDA-FmHA or State or local housing finance agency) that was involved. At the end of your list of projects, draw a straight line across the page to separate your record of projects from that of others signing this form who have a different record to report.

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 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 principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations who 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 for participation in this HUD program.

**Column 3** List the role(s) of your participation, dates participated, and if fee or identity of interest with owners.

**Column 4** Indicate the current status of the loan. Except for current loans, the date associated with the status is required. Loans under a workout arrangement are considered assigned. An explanation of the circumstances surrounding the status is required for all non-current loans.

**Column 5** Explain any project defaults during your participation.

**Column 6** Enter the latest Management and/or Physical Inspection Review rating. If either of the ratings are below average, the report issued by HUD is required to be submitted along with the applicant's explanation of the circumstances surrounding the rating.

**No Previous Record:** Even if you have never participated in a HUD project before, you must complete form HUD-2530. If you have no record of previous projects to list, fill in your name in column 1 of Schedule A, and write across the form by your name - "No previous participation, first experience."

**Master List System:** If you expect to file this form frequently and you have a long list of previous projects to report on Schedule A, you should consider filing a Master List. By doing so, you will avoid having to list all your previous projects each time you file a new application.

To make a Master List, use form HUD-2530. On page 1, in block 1, enter (in capital letters) the words "Master List." In blocks 2 through 6 enter in "N.A." meaning Not Applicable. Complete blocks 7 through 10.

In the box below the statement of certification, fill in the names of all parties who wish to file a Master List together (type or print neatly). Beside each name, every party must sign the form. In the box titled "Proposed Role," fill in "N.A." Also, fill in the date you sign the form

and provide a telephone number where you can be reached during the day. No determinations will be made on these certificates.

File one copy of the Master List with each HUD Office where you do business and mail one copy to the following address:

HUD-2530 Master List  
Participation and Compliance  
Division - Housing  
U.S. Department of Housing and  
Urban Development  
451 Seventh Street, S.W.  
Washington, D.C. 20410

Once you have filed a Master List, you do not need to complete Schedule A when you submit form HUD-2530. Instead, write the name of the participant in column 1 of Schedule A and beside that write "See Master List on file."

Also give the date that appears on the Master List that you submitted. Below that, report all changes and additions that have occurred since that date. Be sure to include any mortgage defaults, assignments or foreclosures not listed previously.

**If you have withdrawn from a project since the date the Master List was filed, be sure to name the project. Give the project identification number, the month and year your participation began and/or ended.**

**Certification:**

After you have completed all other parts of form HUD-2530, including Schedule A, read the Certification carefully. In the box below the statement of certification, fill in the name of all principals and affiliates (type or print neatly). Beside the name of each principal and affiliate, each party must sign the form, with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File form

HUD-2530"). Beside each signature, fill in the role of each party (the same as shown in block 8). In addition, each person who signs the form should fill in the date that he or she signs, as well as providing a telephone number where he or she can be reached during business hours. By providing a telephone number where you can be reached, you will help to prevent any possible delay caused by mailing and processing time in the event HUD has any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen and strike through those parts that differ with your record, then sign and certify to that remaining part which does describe you or your record.

Attach a signed letter, note or an explanation of the items you have struck out on the certification and report the facts of your correct record. Item A(2)(e) relates to felony convictions within the past 10 years. If you have been convicted of a felony within 10 years, strike out all of A(2)(e) on the certification and attach your statement giving your explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting standpoint of an insurer, lender or governmental agency.



## BIDDER'S STATEMENT OF OWNERSHIP

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

Part I - If the bidder is a corporation:

Name of Corporation E+G Exterminators Inc.

State of Incorporation New Jersey

Date of Incorporation September 1987

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

<b>Names</b>	<b>Address</b>	
<u>Edward Borozynski</u>	<u>28 Princeton Drive</u>	<u>100%</u>
	<u>Parlin NJ 08855</u>	

Part II - If the bidder is a partnership:

Name of partnership \_\_\_\_\_

County in which certificate of Tradename is filed \_\_\_\_\_

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

<b>Names</b>	<b>Address</b>
_____	_____
_____	_____

Part III - If the bidder is a sole proprietorship:

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

\_\_\_\_\_  
Signature of person who  
completed Part I, II, and 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 person (not partnerships or corporations).



# Exterminators

Protecting your business, your home, your family  
Serving all areas of New Jersey 1-800-564-6368

February 24, 2023

Regarding: The Housing Authority of the City of Bayonne  
549 Avenue A  
Bayonne, NJ 07002

To Whom It May Concern:

A Bid Bond and Certificate of Surety will be submitted upon award of contract.

Sincerely,

Ed Gorczynski  
E&G Exterminators, Inc.

**Corporate Office\* 122 North Broadway \* South Amboy, NJ 08879**

<b>Ocean</b>	<b>Monmouth</b>	<b>Mercer</b>	<b>Bridgewater</b>
<b>732-341-3829</b>	<b>732-758-0300</b>	<b>609-683-1331</b>	<b>908-725-4901</b>
<b>Middlesex</b>	<b>Union</b>	<b>Summit</b>	<b>Watchung</b>
<b>732-721-6368</b>	<b>908-709-0300</b>	<b>908-273-5163</b>	<b>908-497-0719</b>

### **BID BOND/GUARANTEE**

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

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned, \_\_\_\_\_ as Principal and \_\_\_\_\_ as SURETY are held and firmly bound unto the Housing Authority of the City of Bayonne, hereinafter called the "Authority", in the penal sum of \_\_\_\_\_% of the bid. \_\_\_\_\_ dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, for \_\_\_\_\_.

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

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

In the presence of:

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

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

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

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

Attest:

\_\_\_\_\_  
(Corporate Principal)

(Affix  
Corporate  
Seal)

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

By: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
(Corporate Surety)

(Affix  
Corporate  
Seal)

By: \_\_\_\_\_

\_\_\_\_\_  
(Power of Attorney for person signing for surety company must be  
attached to bond)



**FORM OF CONSET 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 duly authorized agents of \_\_\_\_\_,

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

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 is \_\_\_\_\_.

\_\_\_\_\_  
Surety Company of Agent

Attest:

\_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

Important: This form must be executed by the 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 U.S. Treasury Circular No. 570.

## PERFORMANCE AND PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned, \_\_\_\_\_

as Principal and \_\_\_\_\_  
as SURETIES are hereby held and firmly bound unto the Housing Authority of the City of Bayonne, New Jersey, in the penal sum of \_\_\_\_\_ dollars, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

The condition of the above obligation is such that whereas, the above named principal was awarded, on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 a contract with the Housing Authority of the City of Bayonne, New Jersey for \_\_\_\_\_

with said contract, consisting of Invitation, Bid and Award, is made a part of this Bond, the same as though set forth herein:

Now, if the said \_\_\_\_\_ SHALL WELL AND FAITHFULLY DO AND PERFORM THE THINGS AGREED BY \_\_\_\_\_ to be done and performed according to the Terms of said contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, person, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialmen, laborer, person, firm or corporation having just claim, as well as for the oblige herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of the obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of said contract or in the specifications therefore shall in anyway affect the obligation of said surety on its bond.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under the several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2023 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

In the presence of:

\_\_\_\_\_  
(seal)  
(Individual Principal)

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

\_\_\_\_\_  
(seal)  
(Individual Principal)

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

\_\_\_\_\_  
(Corporate Principal)

(Affix  
Corporate  
Seal)

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

\_\_\_\_\_ by \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Corporate Surety)

(Affix  
Corporate  
Seal)

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

\_\_\_\_\_  
The rate of premium in this bond is \$\_\_\_\_\_ per thousand.  
The total amount of premium charges is \$\_\_\_\_\_.

(The above is to be filled in by Surety Company)

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

### Preparation of Performance and Payment Bond

- (1) Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
- (2) The name of the Principal shall be shown exactly as it appears in the Contract.
- (3) The penal sum shall be not less than the contract amount.
- (4) If the Principals are partners, or joint ventures, each member shall execute the bond as an individual, with his place of residence shown.
- (5) If the Principal is a corporation, the bond shall be executed under its corporate seal. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive shall be affixed following the corporate name.
- (6) The official character and authority of the persons executing the bond for the Principal, whether individual, partnership or corporation, shall be certified by individual partner or in the case of a corporation, by the secretary or assistant secretary therefore under the corporate seal, or there may be attached copies of so much of the records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies. If a Corporation, President or Vice President should sign for same and Secretary of Corporation should attest to signature of signing officer.
- (7) The current power-of-attorney of the persons signing for the surety company must be attached to the bond.
- (8) The date of bond must not be prior to the date of contract.
- (9) The following information must be placed on the bond by the surety company:
  - (a) The rate of premium in dollars per thousand, and
  - (b) The total dollar amount of premium charged
- (10) The signature of a witness shall appear in the appropriate place, attesting to the signature of each party to the bond.
- (11) Type or print the name underneath each signature appearing in the bond.
- (12) An executed copy of the bond must be attached to each copy of the Contract (original Counterpart) intended for signing.
- (13) The Performance and Payment Bond is generally of the type that will be required, but it is subject to such modification in form as may be required by the Solicitor of the Local Authority.



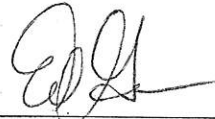
Form of Non-Collusive Affidavit

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

State of New Jersey )  
County of Middlesex ) : SS

Edward Gorczynski, being first duly sworn, deposes and  
says:

That he is President of E+G Exterminators Inc 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 24th day of February 2023.

Debbie A. Witkowski

My commission expires \_\_\_\_\_.

DEBBIE A. WITKOWSKI  
NOTARY PUBLIC OF NEW JERSEY  
Commission # 2324197  
My Commission Expires 1/19/2025

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 Monmouth  
(Fill In)

EDWARD GORZYNSKI being duly sworn, deposes and says that  
he resides at 28 Iroquois Drive, Port In NJ that he is the President  
who signed above Bid or Bed Bug Elimination Services For (Give Title)  
THE Housing Authority of Bayonne  
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 South Amboy  
on this 27th day of February, 2023

[Signature]  
Signature of Proposer (Seal)

[Signature]

(Notary Public)  
DEBBIE A. WITKOWSKI  
NOTARY PUBLIC OF NEW JERSEY  
Commission # 2826387  
My Commission Expires 11/16/2025  
My commission expires

### Qualifications Questionnaire

The Housing Authority of the City of Bayonne

Bid For : Exceptional Services (Bed Bug Elimination)

Name of Bidder: El 9 Exterminators Inc

Address: 122 North Broadway South Amboy, NJ 08879

1. How many years have you been in the extermination business? 35
2. How long has your company been in business? 35 yrs
3. What type of equipment do you own that is available and intended for this project? See TABLE "A" Attached  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Have you ever failed to complete any work awarded to you? NO  
If yes explain \_\_\_\_\_  
\_\_\_\_\_
5. Are you going to have the same exterminators, at all times, performing the work required? Yes if possible
6. How many licensed exterminator are employed in your company? 30
7. How available are you, in case an issue comes up on site? within 24 hours
8. Have you ever used dogs in inspection for bed bugs? yes
9. Have you ever used the "NightWatch", Verfi or Dry Ice in trapping bed bugs?  
Yes \_\_\_\_\_ No ☒ If yes explain the results \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
If no would you be willing to use such monitors yes
10. On average how long is it taking your company to eliminate a bed bug infested apartment? 3 treatments 2 weeks apart  
\_\_\_\_\_
11. How many vehicles does your company own? 25

TABLE A – PESTICIDE APPLICATION EQUIPMENT

Manufacturer	Description
Example:	Example:
B&G	Handheld compressed Air Sprayer, stainless steel, 1 gallon
Bait Gun	Tool used to distribute gel bait on treatment areas
Bee Pole	Extension pole used to treat wasps or bees nests in higher areas with dust.
Flea Tank	Compressed air sprayer used in flea treatments
Hand Spreader/ Lawn Spreader	Used to spread granular to lawn areas for tick control
Soil Rod Slab Injector	Tools used to inject chemical underground for control of termites
Micro Injector	Localized space fogger used in roach control
Microgen Fogger	Used for broad space fogging in roach control
Power Sprayer	Motorized pressure sprayer for high volume applications
JD9 Gun	Power sprayer attachment
Steam Machine	Intense Steam Machine used for Bed Bug Treatments
Vacuum	Used for Roach and Bed Bug Clean Outs







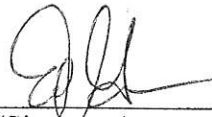
## AFFIRMATIVE ACTION AFFIDAVIT

Pursuant to the regulations promulgated by the Affirmative Action 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 will 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 e Authority confirming the compliance with above stated regulations. I am also aware that if the firm of E+G EXTERMINATORS Inc 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 E+G EXTERMINATORS Inc may be debarred from all public contracts for a period of up to five (5) years.



(Signature)

February 24, 2023

President

Title:

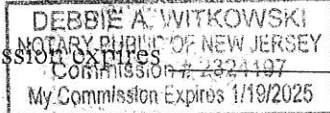
(Sole Proprietor, General Partner of  
Corporate Officer)

Subscribed and sworn to before me

This 24th day of February 2023.

Debbie A. Witkowski

My commission expires



## 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 this 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 with 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 lay off 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 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**

**AFFIDAVIT**  
**(Prime Bidder)**

State of New Jersey )  
County of Middlesex ) :SS

Edward Gorczynski, being first duly sworn, deposes  
and says:

That he is President E & G Exterminators Inc of the party  
(a partner or officer of the firm of, etc.)  
making the foregoing proposal or bid, and that the E & G Exterminators Inc  
(partners or officers of the firm)  
of the party making 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.

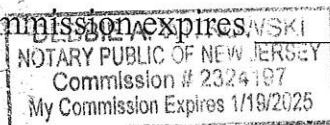


Signature of:  
Bidder, if the bidder is an individual;  
Partner, if the bidder is a partnership;  
Officer, if the bidder is a corporation.

Subscribed and sworn to before me  
this 24<sup>th</sup> day of February, 2023.

Eric A. Witkowski

My commission expires \_\_\_\_\_ 20\_\_\_\_.



## FORM OF SUBCONTRACTOR CERTIFICATE

In accordance with N.J.S.A. 40A:11-16, 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.

### AFFIDAVIT (Prime Bidder)

State of New Jersey )  
County of Middlesex ) : SS

Edward Gorczynski, being first duly sworn, deposes and says: That he is President E+J Exterminator Inc (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 he 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: \_\_\_\_\_

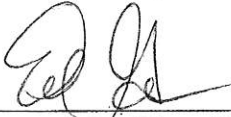
3. ELECTRICAL WORK

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: \_\_\_\_\_  
\_\_\_\_\_

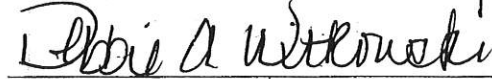
4. STRUCTURAL STEEL AND ORNAMENTAL IRON WORK

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: \_\_\_\_\_  
\_\_\_\_\_

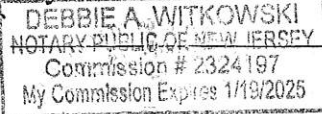
The bidder further states that, if awarded a contract for this project, the bidder shall award a contract to each of the above listed subcontractors.

  
\_\_\_\_\_  
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 04<sup>th</sup> day of February, 2023.

  
\_\_\_\_\_

Notary Public of the State

Of   
DEBBIE A. WITKOWSKI  
NOTARY PUBLIC OF NEW JERSEY  
Commission # 2324197  
My Commission Expires 1/19/2025

My commission expires \_\_\_\_\_, 20\_\_\_\_.



**NOTE:** Due to the nature of this bid, ordinarily, 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.

## FORM OF CONTRACT

This Agreement made this 24 day of February, 2023, by and between E + G EXTERMINATORS Inc, a corporation, organized and existing under the laws of the State of New Jersey, OR a Partnership Consisting of \_\_\_\_\_, OR an individual trading as \_\_\_\_\_, hereinafter called the "Contractor" and the Housing Authority of the City of Bayonne, hereinafter called the "Authority".

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

**ARTICLE 1: STATEMENT OF WORK.** The Contractor shall furnish all labor, materials, tools and equipment and shall perform all work in strict accordance with the Specification, terms and conditions referred to therein, and addenda thereto, all signed and/or initialed by the undersigned, which are incorporated herein by reference and made a part hereof.

**ARTICLE 2: TIME OF COMPLETION.** The Contractor shall commence work under this Contract on a date specified in the written Notice to proceed issued by the Authority, and shall fully complete all work thereunder for the period, April 1, 2023 to March 31, 2024, or any extension thereafter.

**ARTICLE 3: THE CONTRACT PRICE.** The Authority shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Project Manual, the sum of 1200.00 Twelve Hundred Dollars Dollars (\$1200.00).

**ARTICLE 4: PAYMENT.** Payment shall be made as set forth in the Contract Documents, referred to herein, specifically the "General Conditions" of the Specifications.

**ARTICLE 5: LIQUIDATED DAMAGES:** Since actual damages for any delay in completion are impossible to determine, the Contractor and his sureties shall be liable for, and shall pay to the Authority Five Hundred (\$500.00) Dollars as liquidated damages for each calendar day of delay until the work is completed or accepted.

**ARTICLE 6: CONTRACT DOCUMENTS.** Contract documents shall consist of the following signed/or initialed component parts:

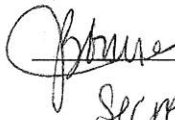
- A. This Instrument
- B. General Conditions
- C. Invitation to Bid
- D. Instructions to Bidders
- E. Summary of Work and Special Conditions
- F. All other Material in the Bid Documents
- G. Contractor's Bid as accepted by the Authority


This instrument, together with the documents enumerated in this Article, form the Contract as if hereto attached or herein repeated. In the event that any provision in one of the component parts, the provision in the component part first enumerated in this Article shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

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

E+G Exterminators Inc  
(Insert Name)  
Contractor

ATTEST:

  
Secretary

By: Edward Gorczynski  
  
Title: President

Business Address 122 N. Broadway  
South Amboy NJ  
08879

HOUSING AUTHORITY OF THE  
CITY OF BAYONNE

By: \_\_\_\_\_  
JOHN T. MAHON  
EXECUTIVE DIRECTOR

ATTEST:

\_\_\_\_\_

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.
- (i) 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 its 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 of 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 of 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(a) 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 equipment 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,

[X] (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.



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.

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

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

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

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

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

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

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

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

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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



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.

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.

#### 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.

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.

#### 5. 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 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 Kénai, 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.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)



# 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. 3/31/2010)

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 this 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. 20410-3300; 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 addresses.

**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 988.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 - use Sections I and II.

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

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- (d) proposal submitted before final payment of the contract.
- (e) 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.
- (f) 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.



- (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.

#### 6. 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.

#### 3. 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 therefrom, 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(f).

"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)(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)(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)(1)(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)(1)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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



## 16. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of



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

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## 22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.



TECHNICAL SPECIFICATIONS FOR EXCEPTIONAL SERVICES  
(BED BUG ELIMINATION)

AT VARIOUS SITES

HOUSING AUTHORITY OF THE CITY OF BAYONNE

Sec. 1 Areas To Be Worked On

- a. Contractor shall perform services as defined under "Scope of Work to be Done" at the following locations which are under the jurisdiction of the Housing Authority of the City of Bayonne:

b. PROJECT NO.	NAME	BUILDINGS	UNITS
N.J. 12-1	Pamrapo Gardens	6	108
N.J. 12-2	Bergen Point Gardens	6	108
N.J. 12-3	Centerville Gardens	6	108
N.J. 12-4	LaTourette Gardens	9	162
N.J. 12-5	Kill Van Kull Gardens	4	126
N.J. 12-6A	Pamrapo Gardens Annex	1	58
N.J. 12-6B	East Side Gardens	2	66
N.J. 12-7	Constable Hook Village	2	176
N.J. 12-7A	Kill Van Kull Annex	1	76
N.J. 12-8	Back Bay Gardens	1	252
N.J. 12-9	Leased Housing		
	521 Kennedy Boulevard	1	8
	29-31 East 17th St.	1	12
N.J. 12-11	570 Avenue C	1	18
	Bridgeview Manor	14	260

- c. The Bayonne Housing Authority is accepting bids for Exceptional Pest Control Services (Bed Bug elimination) on a per unit rate basis. Included in this price will be 3 follow-up visits at 7-10 day intervals and encasement of all mattresses. This entire effort shall constitute one compensated treatment per unit.

- d. Definitions of areas to be treated will be as follows:

Dwelling units, ceiling, floors (rugs/tiles), walls, molding, mattress, box spring, headboard, footboard, rails, nightstands, dressers, mirrors, pictures, lamps, books, chairs, sofas, daybeds, futons, entertainment centers, electrical outlets, light switches, electrical breaker boxes, air vents, kitchen and bathroom cabinets, electronic equipment, computers, child play areas, toys, clothing, etc...

**Sec. 2      SCOPE OF WORK TO BE DONE**

- a. The Contractor shall furnish all necessary labor, tools, materials, equipment and other incidental items required for the complete extermination of the bed bugs from the premises of any infested apartments, covered by this specification. The services shall also include locating and sealing of all holes and openings by means of steel wool and/or caulking. Vacuuming and steam of mattress/box springs, sofas, chairs and rugs is also required.
- b. The prospective successful contractor shall have in his employ licensed Pesticide Applicators working full time (at least eight (8) hours per day) with at least 2 years experience in bed bug work, who shall perform the services required by this specification.
- c. The successful contractor will be required to register the names of the employees furnishing the home address of same, their Social Security numbers and the wages they will be paid. The number of years each employee has been on the Contractor's payroll shall also be listed and each man shall be bonded to guarantee maximum security to this Authority and all residents residing in our units. The above information shall be required in quadruplicate form and same shall be notarized and made part of this Contract. There are no prevailing wages established for this work, since it is not a construction project. No wage reporting requirement will apply to this contract. Bidders should contemplate paying appropriate wages for the level of work contemplated in the scope of services, based upon those paid for such work in the Bayonne community.

**Sec. 3      SPECIFICATIONS FOR EXCEPTIONAL SERVICES (BED BUG  
ELIMINATION)**

- a. All work shall commence on the 1st day of the month of April, 2023.
- b. Once a complaint has been made to the Authority the contractor will inspect the unit within 48 hours to verify an infestation. If the Authority has already verified a unit to be infested this inspection will not be needed and the initial treatment can be scheduled within 48 hours.
- c. Either during the inspection or the initial treatment a preparation checklist will be given to the tenant from the contractor. A copy will be also given to the Authority for its files. This checklist can be generic but with specific items pertaining to the infested unit. Regardless of tenant cooperation maximum amount of control/elimination must be performed on each appointment. Treatment must be performed on all scheduled appointment.
- d. Inspections of surrounding units (above, below, left and right) will be conducted, at the earliest possible time, to ensure these units are not nor will become infested. Inspection of these units will continue thru out this process until 60 days after the final treatment.
- e. Prior to or on the day of the initial treatment a questionnaire (made by the Authority and the Contractor) will be filled out with the tenant. This questionnaire will contain questions of interest that may help us discover the source and/or factors that caused the infestation. During this initial treatment or the first follow-up steam cleaning of rugs, mattress, sofas and chairs needs to be done. This steam machine should generate heat exceeding 270 degrees to kill all stages of bed bugs.
- f. After this initial treatment is complete a follow-up visit will be scheduled within 7-10 days. This will continue every 7-10 days until the 3<sup>rd</sup> and final treatment is complete. One week and sixty days after the final treatment is done a checklist (made by the Authority and contractor) will be filled out with the Tenant. This checklist will include questions as, last time bed bug bite happen, last time bed bug seen etc....

- g. When service has been rendered in any infested apartment, the Contractor shall secure the signature of the tenant where service has been performed, and if tenant is not at home then an employee of this Authority may sign for same after witnessing the service being performed. This form shall contain a detailed summary of the treatment, to include but not limited to, number of bed bugs found, what chemical were used, encasement completed, steam cleaning etc...
- h. Exterminating services shall be performed as indicated and shall include all infested occupied and vacant units, office space and storage areas. This includes non-rental portions of the buildings such as stairways, hallways, incinerator areas, basement areas including crawl spaces, above drop ceilings, storage rooms, boiler rooms, laundries (where they exist), unexcavated areas, elevators, elevators pits, community halls, community rooms and all other interior sections of buildings such as slop sink areas; penthouses and other sections not specifically mentioned or covered by this document, but which is an integral part of the building. Special care needs to be taken as not to damage any tenant or Authority belongings. The Authority will not be held liable for any such claim. If any of the above-mentioned areas become infested a treatment plan and price will be drawn up by the contractor and approved by the Authority prior to treatment.
- i. The primary agent to be used for treatment is a concentrated non-bacterial, readily biodegradable enzymatic solution. Contact, residuals, dusts, CS, pyrethrums or other current and effective chemical and traps may be used, if the primary agent is ineffective or does not sufficiently eradicate the infestation. Usage of any substance other than the primary must be approved by the Authority prior to use.
- j. Regardless of types insecticides used, all areas which are or may become infested shall be treated and special precautions shall be taken, so that food and cooking or eating utensils are not contaminated by the treatment rendered.



- k. Exterminate the infested raceways and connection boxes for the smoke alarms located in the apartments, public halls and basement areas.
- l. Care must be followed in order not to damage the metallic and non-metallic raceways, wiring, etc.
- m. Transportation to and from the various sites for Exterminating Services shall be provided by the Contractor.
- n. The service required by this contract shall be rendered on a as needed basis for the contract year in a professional workmanlike manner, so that positive control of the bed bugs is achieved. The contractor must guarantee control and elimination of any bed bug problem and shall be required to return and perform necessary services to bring about desired results within 48 hours after a complaint is registered. The Authority will guarantee a minimum of at least 100 jobs for the contract year.

The contractor shall assume full responsibility for any or all damage done to Authority property or tenant property occasioned by the use of insecticides and steam cleaning. This responsibility shall extend to the accidental contact of insecticides by children or adults that may cause poisoning or damage to health. In all cases this Authority shall be held harmless, therefore the contractor will be required to furnish satisfactory certificates of insurance, as per Section 14.

#### **Sec. 4 PERMITS-FEES**

- a. The contractor shall supply the Authority State pesticide applicators State licenses for all exterminators for our records.
- b. A written list of all insecticides which may be used, and the specific formulas, will be furnished to the Authority for reference purpose, and the Authority reserves the right to perform all necessary tests to



determine the effectiveness of any or all insecticides used in the performance of the services required by this contract.

**Sec. 5 AUTHORITY COOPERATION**

- a. The Authority in conjunction with the Contractor will advise the tenant of the service to which they are entitled, and they shall also give written notice to tenants that they are to permit servicemen to enter their apartment to accomplish their appointed duties.

**Sec. 6 MATERIALS**

- a. In the event of the development of a bed bug resistance problem, such as any resistance to any certain treatments, the Authority will require the contractor to keep up with the latest development in the field of insecticides, and use such materials, which will have the approval of the Federal, State and local Board of Health and can safely be used without danger to pets and humans of any age.
- b. The contractor has an obligation to report to the Management Office or staff assigned by the Authority any condition which is unsanitary, and which may cause his treatment to fail in the job it is to do.

**Sec. 7 PROCEDURE OF WORK**

- a. Employees of the contractor shall report to the staff assigned by the Authority as they report for duty, and they confirm with him of the areas they will work on during the day.
- b. At the end of a treatment, the Contractor's employee/s shall furnish the Authority representatives with signed receipts (including address, condition of unit treated, treatment performed, materials/insecticides used in treating and if further treatments or inspections are required to guarantee the elimination of the problem) for the day's work, and all proper entries shall be made on lists maintained in Management and Maintenance offices. These lists need to contain specific details of treatment. There must be constant

cooperation and communication between the Contractor and the Authority.

- c. The contractor shall provide two exterminators for all jobs, at least one shall be a licensed exterminator. This is to ensure that these jobs are done in a timely yet professional manner.

**Sec. 8 INVOICING**

- a. The contractor shall present to the Authority invoices in duplicate form for each month's services, and if everything is in order said invoices will be processed for payment at the next Commissioners' meeting following the receipt of the billings.
- b. All billings shall be properly supported by signed receipts by the Management Offices or staff assigned by the Authority whose approval of the services will be required before invoices are honored.

**Sec. 9 INSECTICIDE POISONING**

- a. In the event of any reported cases of insecticide or rodenticide poisoning, the contractor's representative or the Management and Maintenance Supervisor, (if they are familiar with any such complaint) shall immediately call a physician or emergency hospital service, and they shall identify the suspected insecticide so that the proper antidote can be administered.

**Sec. 10 SPECIAL INSTRUCTIONS**

- a. Should service rendered by the contractor prove unsatisfactory to the Authority at any time during the life of this contract, the contract may be cancelled and the cost of correcting any condition of infestation will be charged against the contractor, and the Bonding Company will be apprised of such action and will be responsible for the full payment thereof any differences in contract price resulting from awarding the contract to the next low bidder.
- b. The contractor is hereby advised that all work performed by him must have the approval of the

Authority, and that if such approval is not forthcoming this Authority will not honor any bills presented to it.

- c. The right to take samples of treatment methods being used during the course of this contract is reserved by this Authority for testing purposes, and the contractor will be solely responsible for all costs of testing, if such tests show deficiencies in quality of materials used.
- d. The Contractor shall make available, at a minimum, 200 glue boards per month to the Authority for placement, to aid in control, at no cost to the Authority.

**Sec. 11 TERM OF CONTRACT**

- a. The term of this contract shall be for a period of One (1) year beginning April 1, 2023 and ending March 31, 2024. At the option of the Authority, the Authority can give notice to the Contractor that it will renew the contract for the period from April 1, 2024 to March 31, 2025, at the same terms prices as the initial year. If so done, the Contractor shall be required to perform the contract during the extension period.

**Sec. 12 PENALTIES**

- a. In the event of any default of this contract because of inability to perform, penalties shall be imposed at the discretion of this Authority, predicated on the basis of facts as they exist at the moment of default.

**Sec. 14 INSURANCE:**

It is understood that the successful contractor must be covered by Workmen's Compensation Insurance for the State of New Jersey and in addition he must carry Public Liability Insurance for exterminating activities such coverage to be in the minimum amount of \$500,000/\$1,000,000 and Property damage Insurance in the amount of \$1,000,000. Certificates of such insurance coverage shall be furnished to the Authority and will be subject to the approval of our Counsel. Said insurance coverage must name the Housing Authority of the City of Bayonne in the policy.

**Sec. 15 RESPONSIBILITY:** It shall be the responsibility of the bidder to familiarize himself with all existing conditions, areas to be worked on, and the quality and quality of work expected by this specification, and it will be his responsibility to comply with all conditions as set forth herein.

The successful contractor shall leave a written notice with the Authority and the Maintenance Supervisor indicating the type of materials he is using while performing his services, so that should the occasion arise where allegations are made involving poisoning by immediately apprised of the chemical contents, and be in a position to prescribe a suitable antidote. Such information shall also be supplied to the Management Office for inclusion in the contract files. If there are known antidotes these shall also be furnished in writing, however, they should not be administered except in emergencies.

**Sec. 16 PAYROLL INFORMATION:** This work has no payroll reporting requirements.

**Sec. 17 VALID LICENSE:** All bidders must present evidence that they have the appropriate valid license as a Pesticide Applicator issued by the New Jersey Department of Environmental Protection, Division of Environmental Quality Pesticides Control.

**Sec. 18 DISPUTES**

- a. Disputes and claims arising under, out of or related to the contract, which cannot be resolved first in the manner set forth in subparagraphs (a), (b), (c), (d) and (e), of this paragraph shall be, submitted to a process of alternative dispute resolution ("ADR") prior to being submitted to a court for adjudication. However, 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. are not subject to the ADR method, set forth herein. In any case, nothing in this section shall prevent the contracting unit/officer from seeking injunctive or declaratory relief in court at any time.

The term "ADR" means submittal of disputes or claims to



mediation, and, if necessary thereafter, the commencement of litigation in the Superior Court of New Jersey, Hudson County. The term "mediation" means a voluntary ADR process in which the parties to the dispute meet with an impartial person, called a mediator, who would help resolve the dispute informally and confidentially. Mediators facilitate the resolution of disputes, but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. Moreover, when a dispute concerns more than one contract, i.e. 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 contract, all interested parties may be included in the mediation 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.

All mediation shall be conducted pursuant to the Authority's rules for mediation, currently in effect (the "Mediation Rules"). The Mediation Rules are on file with the Authority and are available upon request to all bidders. It is agreed, specifically, that the successful bidder consents to mediation pursuant to the Mediation Rules.

"Claim", as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

- b. All disputes arising hereunder or relating to this

contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

- c. All claims by the Contractor shall be made in writing and submitted to the contracting Officer for a written decision. A claim by the PHA/IHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- d. The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- e. "The Contracting Officer's decision shall be final unless, prior to submitted the same to a court for adjudication, the Contractor submits, in writing, the appeal for mediation within thirty (30) days after receipt of the Contracting Officer's decision. Mediation may be commenced thereafter when sixty (60) days have passed after a dispute or claim has been referred to the Contracting Officer as provided in subparagraph © thereof and no decision has been rendered. The Contractor's notice of demand for mediation shall be filed, in writing with the Contracting Officer.  
  
Thereafter, mediation services shall be provided as set forth in the Mediation Rules and the cost of mediation services shall be paid entirely by the Contractor. Finally, during mediation proceedings, the Contracting Officer and the Contractor shall comply with the requirements of subparagraph (f) hereof."
- f. "The Contractor shall proceed diligently with performance of the contract, pending final resolution of any request for relief, claim, appeal, mediation, or action, arising under or relating to the Contract, and comply with any decision of the Contracting Officer."

#### **Sec. 19 SITE INSPECTION**

In submitting this bid, the bidder acknowledges that the Authority's locations, which are the subject of this bid, were inspected by the bidder, in an

effort to arrive at the enclosed bid proposal amount.

**Sec. 20      FORM OF VOLUNTARY ACT AND DEED**

In submitting this bid, the bidder acknowledges that partners or officers of the firm or corporation have voted to present their bid proposal to the Housing Authority of the City of Bayonne as their own voluntary act and deed.



**BIDDER CERTIFICATION AND/OR ACKNOWLEDGEMENT OF 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 undersigned bidder hereby certifies and/or acknowledges as follows:


1. The term "Business Organization" means 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 either (check one):  
  
    ☒ Obtained a Business Registration Certificate from the State of New Jersey, Department of the Treasury, and has attached hereto a true copy of said Certificate; or  
  
    ☐ Obtained a Certificate of Registration for Individuals Contracting with Public Agencies from the State of New Jersey, Department of Treasury, and had attached hereto a true copy of said Certificate.
3. No contract shall be entered into the Authority unless the contractor provides a copy of is 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 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) above shall be entered into by any contractor under this contract with the Authority unless 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 a subcontractor and each of their affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act", P.L. 1966, c.30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State. For this purpose, an "affiliate" means any entity that: (a) directly, indirectly, or constructively controls another entity; (b) is directly, indirectly, or constructively controlled by another entity; or (c) is subject to the control of a common entity. An entity

controls another entity if it owns, directly, or individually, more than 50% of the ownership interest in that entity.

8. A business organization that fails to provide a copy of a business registration as required pursuant to 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.

Attested or Witnessed by:



Dated

February 24, 2023

E + G Exterminators Inc.


Name of Bidder

122 N. Broadway  
South Amboy NJ 08879

Address of Bidder

By: EDWARD GORCZYNSKI

(print name)



Signature of Bidder

President

Title