

The Hightstown Housing Authority

BID AND CONTRACT DOCUMENTS for General Lawn and Landscape services for the 2023-2024 Season

Bid Documents Available: September 1, 2022

Bid Opening: October 7, 2022 at 2:00 p.m.

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INVITATION TO BID

The Hightstown Housing Authority will receive sealed bids until October 7th, 2022 at 2:00 p.m. at the office of the Hightstown Housing Authority, 131 Rogers Avenue, Hightstown, NJ 08520, at which time and place all bids will be publicly opened and read aloud for:

Contract for general lawn and landscape services as per the attached specifications and bid form.

THE OUTSIDE OF ALL ENVELOPES MUST BE MARKED WITH:

- **Bidder's Name and Address:**
- **Bid on: Contract for General Lawn and Landscape services**
- **Bid Opening Date and Time- October 7th, 2022 at 2:00 p.m.**

Location of Properties:

131 Rogers Avenue, Hightstown NJ.

Including buildings located on Rogers, Railroad and South Academy Streets.

INSTRUCTIONS TO BIDDERS

Please read carefully

1. Each bid must be signed by the bidder with his/her usual signature. Bids by partnership must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing.
2. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or person authorized to bind it in the matter.
3. Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
4. Envelopes must be sealed when submitted, marked on the outside with bidder's name and address, the name of the contract bid, (Contract for general lawn and landscape services) and the date and time of bid opening. (October 7th, 2022 at 2:00 p.m.)
5. Proposals having any erasures or corrections thereon will be rejected unless explained or noted over the signature of the bidder.
6. Bidders may submit proposals on any one or group of items provided, however, that the unit price is shown as requested.
7. References in the specifications or in describing the material, supplies, or services required of a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type of material or supplies or nature of the work described. They should not be construed as excluding proposals on other types of materials and supplies or of performing the work in a manner other than specified.
8. Proposals should be mailed to or delivered to the office of The Hightstown Housing Authority, 131 Rogers Avenue, Hightstown, NJ 08520
9. Sales tax will not be applicable, and all bids received which include sales tax will be corrected at the time of the bid opening or returned to the bidder. The Housing Authority of Henderson's sales tax-exempt number will be provided to the successful bidder.
10. The bid is a service; therefore, the bidder must provide proof of Workers' Compensation with the bid.
11. The State of New Jersey lists Landscapers and those that cut lawn as "laborers"(23470). The 2022 labor rate is \$16.86 per hour plus \$4.54 for Health and other benefits. Please adjust accordingly.

Hightstown Housing Authority
REQUEST FOR QUOTATIONS OR BIDS
GENERAL CONDITIONS

1. The Hightstown Housing Authority reserves the right to reject any or all bids, and unless otherwise specified by the bidder, to accept any item in the bid.
2. Invoices are processed for payment on a monthly basis.
3. In case of default by the bidder or contractor, the Hightstown Housing Authority may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
4. Prices should be stated in units of quantity specified.
5. Prices quoted, unless otherwise stated by bidder, will be considered as being based on delivery to destination as designated and to include any charges for packing, crating, containers, etc., and being in strict accordance with specifications as shown.
6. The bidder, if awarded the contract, agrees to protect, defend, and save harmless the Hightstown Housing Authority against any demand for payment for the use of any patented material, process, article or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract, and the bidder further agrees to indemnify and save harmless the Hightstown Housing Authority from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his servants, or agents.
7. Terms and conditions, unless stated otherwise herein, are to be effective for two years from the date of bid acceptance by the Hightstown Housing Authority. A one-year extension of the contract may be granted. All provisions of the original contract shall apply.
8. All bids submitted shall be valid for thirty (30) days after being received by the Hightstown Housing Authority.
9. The enclosed "Form of Non-Collusive Affidavit" must be signed, notarized, and returned with the proposal.
10. State of NJ contracting License, is required, and shall be in effect within ten days of contract award.
11. Liability, Auto, Worker's Compensation Insurance Certificates must be provided current and in effect.
12. Certification of Section 3 hiring compliance must be signed and returned with bid.
13. Contractor Drug Free Workplace Acknowledgement must be signed and returned with bid.

General Conditions for Non-Construction Contracts Section I – (With or without

Maintenance Work) U.S. Department of Housing and Urban Development Office of Public and Indian Housing Office of Labor Relations OMB Approval No. 2577-0157 (exp. 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 the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.
- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

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

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

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

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 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.

Section I - Page 6 of 6 Form HUD-5370-C (10/2006)

PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, KICKBACKS AND USE OF CONFIDENTIAL INFORMATION

New Jersey law prohibits conflicts of interest, gratuities and kickbacks, and the use of confidential information with regard to any public contract or a solicitation or proposal thereof. The prohibitions as set forth provides:

A. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

1. He, or any member of his immediate family, has a financial interest therein; or
2. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
3. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

B. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

C. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

D. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

E. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person (Enact. Acts 1978, ch. 110, S 92, effective January 1, 1980; 1980, ch. 250, S 16, effective April 9, 1980).

SAFETY

General

The safety and well-being of the employees, contractors, residents, and visitors to the Hightstown Housing Authority, have always been of the utmost importance. In keeping with this ongoing effort to minimize and reduce the possibility of loss, injury, or violation, the contractor shall comply with all applicable federal, state, and local health and safety regulations and provide a work environment as free as practicable from recognized hazards. Contractors are expected to comply with all safety and health requirements whether established by the Hightstown Housing Authority; the contractor; or by federal, state, or local law.

Work Procedures

The contractor shall assure that the Lawn and Landscape services are carried out in a manner which provides for the safety and well-being of the employees, contractors, residents, and visitors to the Hightstown Housing Authority.

Equipment

The contractor shall assure that equipment is maintained in safe operable condition. (This includes but is not limited to the use of devices which are intended for the safe operation of the equipment).

BID FORM

For General Lawn and Landscape services for The Hightstown Housing Authority

The undersigned Bidder agrees that he will contract with the Hightstown Housing Authority to provide all necessary labor, supervision, tools, and other means to do all the cleaning and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take in full payment the amount set forth hereon.

The following documents are required with submission of this bid:

1. Detailed Specifications or Scope of Work
2. Maintenance Plan for site
3. Bid Form
4. Contractor Acknowledgement of a Drug Free Workplace
5. Certification of Compliance with Maintenance Wage Rates
6. Bidder's Affirmative Action Program for Equal Employment Opportunity
7. Bidder's Section 3 Hiring Compliance Certification-pg.
8. Non-Collusive Affidavit-page
9. Bidder's Statement Regarding Worker's Comp Coverage
10. Insurance Certificates with cancellation statement
11. State of New Jersey Occupational License
12. Procedures for Dealing with Complaints and Response
13. Three References with Experience Statement
14. Number of Crew Dedicated to This Activity
15. Proposed Equipment and Material to be Used

Envelope requirements

- Bidder's Name and Address on outside of envelope
- Bid envelope marked – General Lawn and Landscape Services for:
The 2023-2024 Mowing Season
- Date and time of bid opening
- Bid envelope must be sealed

Maintenance Wage Rate Certification

I certify that wages are paid to employees in accordance with the above maintenance wage rates. Successful Bidder will provide weekly employee payroll sheets as verification.

Signature _____

Date _____

SCOPE OF WORK

This provides for the maintenance and care of all exterior landscaped areas, but specifically excludes paved areas, lights, signs, fences, irrigation systems, irrigation clocks and sprinkler heads. The type of maintenance and care is defined in the following and is designed to promote healthy growth and create the landscape environment specified.

PERIOD OF COVERAGE

This proposal shall provide the maintenance services for the 2023 and 2024 seasons, approximately March 15th to December 30th. When weather conditions permit starting operations prior to March 15th the contractor may do so without changing the billing Agreement set forth below.

2023 Season – approximately March 15 – December 30, 2023

2024 Season – approximately March 15 – December 30, 2024

POLICIES AND PROCEDURES

LAWN CARE

1. Turf shall be cut at a height of 2.5” to 3.5” *as* conditions dictate. Mowing shall be done every seven days during heavy growth periods, so that no more than 1/3 of the grass blade is removed per cutting, weather permitting. Mowing equipment and patterns shall be employed to permit recycling of clippings where possible and present a neat appearance. Excess clippings shall be removed. Blades on all equipment shall be sharp to prevent tearing of grass blades. Includes strip of grass along parking lot on Railroad Avenue.
2. Maintenance of the grounds will be done on a weekly basis, when needed. If rain prevents cutting on the day scheduled, cutting will be done on the first day weather and schedule permits.

All other grasses shall be trimmed to equal height. Clippings will be cleared from walks and curbs. Edging of walks and curbs shall be done once per month April through October.

TURF PROTECTION PROGRAM

1. Fertilization of entire complex with a premium (50% organic) slow release fertilizer. This service shall be performed two times per year, once during the spring and once in the fall.
2. Application of pre-emergent herbicide to control crabgrass, goose grass, and other annual weed grasses on turf. Treatment of entire complex once per year.
3. Application of post-emergent crabgrass control once per season.
4. Application of herbicide to control dandelions, clover and all other broadleaf weeds. Spraying of entire complex once per year with one additional spot application.
5. Sedge control is not part of this turf protection program.

TREES, SHRUBS, EVERGREENS AND BEDS

1. All shrubs and evergreens up to 10' in height shall be pruned to remove dead or damaged branches, develop the natural form of the plant, and to create the effect intended by the landscape architect. This service will be performed twice per year and adjusted to meet horticultural conditions. Trees, shrubs and evergreens over 10' are not included in this program.
2. All beds shall be edged to present a neat appearance; once in the spring.
3. All beds shall be sprayed and weeded monthly.
4. Beds shall be treated with post emergence herbicide to control weeds and weed seeds.
5. Hand weeding of beds directly adjacent to buildings. This service shall be performed as needed.

MISCELLANEOUS

- I. A general spring clean-up shall be provided to remove leaves and debris accumulated during the winter.
2. Walks and paved areas shall be sprayed to prevent extensive weed growth. This service shall be performed as needed.
3. A general fall clean-up shall be provided to remove leaves and debris. This service shall be performed on a 10 -14-day interval during the month of November and December. Planting beds will only be cleaned once per fall during our last visit during the first week of December.

4. Work not included in this proposal shall be done when requested in writing on a time and materials basis.
5. Weekly debris clean-up of turf and bed areas (light clean, paper, cans, etc.) shall be done during normal cutting schedule.

GENERAL

1. All work shall be performed by trained, properly supervised personnel in accordance with accepted horticultural practices.
2. Materials shall be selected by the Contractor and applied in accordance with manufacturer's directions in conjunction with the Contractor's schedule. Where alternate products are available, the environmental impact of the products shall govern which is used.
3. HHA is fully responsible for proper irrigation of turf and plant areas. Contractor will not be held liable for damages that may occur due to lack of proper irrigation of turf or plant stock.
4. Adequate personnel and equipment shall be provided to permit the timely completion of all operations.
5. Certificates of insurances shall be provided, upon request. Contractor will carry Workmen's Compensation and Liability Insurance.
6. Additional turf, tree and shrub, pest and weed/sedge control applications may be recommended throughout the growing season at an additional cost.

Contractor Bid Sheet

General Lawn and Turf management

2023 Yearly Cost _____

2024 Yearly Cost _____

General Lawn and Turf management will be paid in 12 equal monthly payments each year beginning on January 1st of each year.

2023 & 2024 Additional 'A La Carte' Services Requested

- 1. Mulching by hand of all landscape beds and 1 landscape trees with double shredded hardwood mulch – 2" applied

Cost: _____

- 2. Installation of flower rotation throughout the season:

May - Summer Annuals: \$ per Flat Installed

(Average of 40 flats - 8 plants per flat)

November - Bulbs: \$ per Bulb Installed

(average 300 tulips and 300 daffodils mixed)

Equal Employment Opportunity

Ref. form-HUD 5370 (12/01)

Note

This is a segment of the Equal Employment Opportunity portion taken from form HUD-5370 (12/2001) ref. Handbooks 7417.1 & 7485.3G, No. 39

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (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, national origin, or handicap. 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 comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules regulations, and orders of the Secretary of Labor, or pursuant thereto.
- (e) 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 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 rule, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (f) 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 condition will be binding upon each subcontractor or vender.

Please see the enclosed Executive Order 11246 for a detailed explanation.

Signature

Date

SECTION 3

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.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

I certify Section 3 Compliance as stated above.

Signature

FORM OF NON-COLLUSIVE AFFIDAVIT

State of _____)ss

County of _____)

_____, being first duly sworn, deposes and says:

That he is _____(Partner or officer of the firm of)

the party making the foregoing Proposal/Bid, that such Proposal/Bid is genuine and not-collusive or sham; that said Offerer/Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Offerer/Bidder or person, to put in a sham Proposal/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 Proposal/Bid price of affiant or of any other Offerer/Bidder, or to fix any overhead, profit or cost element of said Proposal/Bid price, or of that of any other Offerer/Bidder, or to secure any advantage against the Hightstown Housing Authority or any person interested in the proposed contract; and that all statements in said Proposal/Bid are true.

Signature of:

Offerer/Bidder, if the Offerer/Bidder is an individual;

Partner, if the Offerer/Bidder is a partnership;

Officer, if the Offerer/Bidder is a corporation.

Subscribed and sworn to before me this _____ day
of _____, 2012.

My commission expires _____, 20 __.

Notary Public

**SAMPLE – DO NOT RETURN
CONTRACT FOR MOWING, TRIMMING, AND LEAVING WALKS AND
LAWN CLEARED OF DEBRIS**

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand _____ by and between _____, Corporation, Partnership, Proprietorship, or Joint Venture, organized and existing under the Laws of the State of New Jersey, hereinafter called the "Contractor"; and the Hightstown Housing Authority, hereinafter called the "Local Housing Authority".

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

ARTICLE I, STATEMENT OF WORK: The Contractor shall furnish all labor, materials, equipment, and services required for cleaning offices and designated areas of the building in strict accordance with the Bid and Contract Documents packet.

ARTICLE II, THE CONTRACT PRICE: The Hightstown Housing Authority shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions, the sum of _____.

ARTICLE III, THE CONTRACT LENGTH TIME: This contract is to be in effect for a period of two years from date of contract with a possible contract extension of one year.

ARTICLE IV, THE CONTRACT: The Contract shall consist of this packet of Bid and Contract Documents.

ARTICLE V, WORK PERFORMANCE: In the event of unsatisfactory performance by the Contractor as determined by the Executive Director, this contract can be terminated in five (5) calendar days.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts as of the day and year first above written.

CONTRACTOR: _____

Federal Tax Identification Number: _____

Attest:

By: _____
(Print Name)

By: _____
(Print Name)

Sign: _____
(Sign Name)

By: _____
(Sign Name)

Title: _____

Title: _____

Date: _____

Date: _____

Hightstown Housing Authority

Attest:

By: _____
(Print Name)

By: _____
(Print Name)

Sign: _____
(Sign Name)

By: _____
(Sign Name)

Title: _____

Title: _____

Date: _____

Date: _____