

The Hightstown Housing Authority

**BID AND CONTRACT DOCUMENTS for
General Recycling Services
2020-2022 Season**

Bid Documents Available: Tuesday, September 1, 2020

CONTENTS

INVITATION TO BID	3
INSTRUCTIONS TO BIDDERS	4
GENERAL CONDITIONS	5
PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, KICKBACKS, AND USE OF CONFIDENTIAL INFORMATION	6
SAFETY	7
BID FORM	8
MAINTENANCE WAGE RATE CERTIFICATION AND CONTRACTOR BID SHEET	9
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	10
SECTION 3 CERTIFICATION	11
FORM OF NON-COLLUSIVE AFFIDAVIT	12
SAMPLE - CONTRACT	13-14

INVITATION TO BID

The Hightstown Housing Authority will receive sealed bids until 11:00 AM Thursday, October 1, 2020 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 Recycling Services as per the attached specifications and bid form.

THE OUTSIDE OF ALL ENVELOPES MUST BE MARKED WITH:

- **Hightstown Housing Authority**
- **Bidder's Name and Address**
- **Bid on: Contract for General Recycling Services**

Interested bidders may obtain a complete set of the bid documents, including the specifications, from the website of The Hightstown Housing Authority (www.hightstownhousing.org) located at 131 Rogers Ave, Hightstown, NJ 08520 commencing on Tuesday, September 1, 2020. Bids shall be on a lump sum and A-La-Carte basis. The work shall commence on November 1, 2020.

All bids must be received at the Hightstown Housing by 11:00 AM Thursday, October 1, 2020. Bids will be received in sealed envelopes marked as noted above on the outside. Three (3) complete sets of bids must be provided. No bids will be accepted after the due date and time specified for any reason. They will immediately be opened and read aloud (room to be used can be obtained in reception area). After the Bid Opening on Thursday, October 1, 2020, Bid Packets may be reviewed after the opening starting October 2, 2020 if a bidder so desires by making an appointment.

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 Hightstown Housing Authority, Bidder's name and address and the name of the contract bid, (Contract for General Recycling Services). The envelope will be marked by Housing Authority Staff with the date and time the envelop is received.
5. Proposals having any erasures or corrections thereon will be rejected unless explained or noted over the signature of the bidder.
6. Proposals should be mailed to or delivered to the office of The Hightstown Housing Authority, 131 Rogers Avenue, Hightstown, NJ 08520
7. 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 Hightstown Housing Authority's sales tax-exempt number will be provided to the successful bidder.
8. The bid is a service; therefore, the bidder must provide proof of Workers' Compensation with the bid.
9. Contractor to provide 2 new 4-5 yard recycling containers. One on Church Street next to the garbage dumpster and one on Railroad Avenue next to the garbage dumpsters. Contractor to ensure container is of adequate size to accommodate weekly pickup of materials.

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 monthly.
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.

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

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 Recycling 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 Recycling 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 the Recycling Services 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. Certification of Compliance with Maintenance Wage Rates
5. Bidder's Affirmative Action Program for Equal Employment Opportunity
6. Bidder's Section 3 Hiring Compliance Certification
7. Non-Collusive Affidavit
8. Bidder's Statement Regarding Worker's Comp Coverage
9. Insurance Certificates with Cancellation Statement
10. State of New Jersey Occupational License
11. Procedures for Dealing with Complaints and Response
12. Three References with Experience Statement
13. Number of Crew Dedicated to This Activity
14. Proposed Equipment and Material to be Used

Envelope must be sealed

THE OUTSIDE OF ALL ENVELOPES MUST BE MARKED WITH:

- Hightstown Housing Authority
- Bidder's Name and Address
- Bid on: Contract for General Recycling Services

Maintenance Wage Rate Certification

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

Signature _____

Date _____

Contractor Bid Sheet **Recycling Services**

2020 Monthly Cost \$ _____

2021 Monthly Cost \$ _____

2022 Monthly Cost \$ _____

General Recycling Services will be paid in 12 equal monthly payments each year beginning on November 1st of each year.

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 and intended for reference only

- (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.

Signature

Date

Ref. form-HUD 5370 (12/01)

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 _____)

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 a 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 _____, 2020.

My commission expires _____, 20____.

Notary Public

SAMPLE – DO NOT RETURN
Recycling Services

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand Twenty 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 lawn and landscape services 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)

By: _____
(Sign Name)

By: _____
(Sign Name)

Title: _____

Title: _____

Date: _____

Date: _____

Hightstown Housing Authority

Attest:

By: _____
(Print Name)

By: _____
(Print Name)

By: _____
(Sign Name)

By: _____
(Sign Name)

Title: _____

Title: _____

Date: _____

Date: _____