

**Salem Housing Authority
Notice for BID Proposal
For Trash Services**

The Salem Housing Authority is accepting bids for trash pickup services, with a pre-bid meeting scheduled for Wednesday, September 2, 2026, at 2:00 p.m., and the bid opening scheduled for Tuesday, September 8, 2026, at 3:00 p.m.

Project Manual
For
Sanitation Pickup Services

**HOUSING AUTHORITY OF
THE CITY OF SALEM**

Charles Matthew Bailey, Executive Director

IFB #26-001

Pre-Bid: Wednesday, September 2, 2026 @2:00pm

Bid-Opening: Tuesday, September 8, 2026 @3:00pm

HOUSING AUTHORITY CITY OF SALEM

BOARD OF COMMISSIONERS

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Charles Matthew Bailey, Executive Director

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SECTION 1

INVITATION FOR BIDS

INVITATION FOR BID

THE HOUSING AUTHORITY OF THE CITY OF SALEM NEW JERSEY will receive Sealed Bids for **Sanitation Pickup Services at 205 7th street** at which time and place, all bids will be publicly opened and read aloud. **Bids must be submitted in SEALED ENVELOPES addressed to Charles Matthew Bailey, Executive Director, and clearly marked on the outside IFB #26-001 Sanitation Pickup Services.**

Copies of the documents may be obtained from the Housing Authority City of Salem, **Monday through Friday, between 9:30AM and 4:00PM beginning August 24, 2026, or at the Housing Authority website at www.salemhousing.org.** All Bids are to be submitted with one (1) original and one (1) copy.

A certified check or bank draft payable to the order of the **HOUSING AUTHORITY OF THE CITY SALEM**, negotiable U.S. Government Bonds, or a satisfactory Bid Bond, executed by the Bidder and an acceptable surety in the amount of ten percent (10%) of bid, not to exceed \$20,000.00 shall be submitted with each bid. The Housing Authority shall have the right, in addition to retaining the amount of Bid Security, to proceed against the bidder for any additional damages, which may occur due to the bidder's refusal or failure to enter into a contract.

All addenda(s) will be issued on the website. Therefore, all interested respondents should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda(s) related to this procurement.

Bidders must comply with the requirements of N.J.S.A 10:5-31 and N.J.A.C. 17-27 et seq.

There will be a **non-mandatory pre-bid meeting on September 2, 2026 @ 2:00pm** at 205 Seventh Street, Salem City NJ 080179

Questions regarding the bid package should be submitted in writing (via email) no later than **12:00 PM, September 4, 2026.**

THE HOUSING AUTHORITY OF
THE CITY OF SALEM

Charles Matthew Bailey, Executive Director

SECTION 2

INSTRUCTIONS TO BIDDERS FOR CONTRACTS PUBLIC AND INDIAN HOUSING PROGRAMS (HUD 5369)

SECTION 3

GENERAL CONDITIONS FOR NON-CONSTRUCTION
CONTRACTS (5370-C 1)

SALEM HOUSING AUTHORITY GENERAL CONDITIONS

SALEM CITY HOUSING AUTHORITY SPECIAL
CONDITIONS

GENERAL CONDITIONS

SANITATION SERVICES

These instructions describe general performance standards to be applied in the work to be done under the SHA contract. These standards will also be applied at the time of inspection to determine the adequacy of the performed work.

It is the obligation of the Contractor to have ascertained for himself/herself before submitting his/her quote, proposal or bid, all facts concerning conditions to be found at the site and fully examine and read the specifications, to consider fully these and all other matters which can in any way affect the work under this contract, and to make necessary investigations relating thereto, and to agree to this obligation in signing the contract. The SHA assumes no responsibility whatsoever with respect to ascertaining existing conditions for the Contractor and the Contractor agrees that he/she will make no claim and has no right to additional payment or extension of time for completion or any other consideration because of any failure on his/her part to fully acquaint himself/herself with all conditions relating to the work.

Should the SHA during the term of the contract request a change in these specifications that result in additional materials or labor it shall be in the form of a change order signed by the SHA and Contractor. The price for the change order will be a not to exceed cost and be agreed to prior to the revised work commencing.

GC – 01 WORKMANSHIP

The Contractor shall be responsible for exact measurements. All materials used under these specifications shall be new. The Contractor shall examine surfaces to receive treatment. All work shall be performed by individuals skilled in their respective trades in accordance with t

GC – 02 LICENSES AND PERMITS

The Contractor is responsible for any and all local, state and or federal licenses that are required to perform the contracted duties. Securing all required permits, if any, is the responsibility of the Contractor and copies are to be submitted to the SHA.

GC – 03 RELEASE OF LIEN

The Contractor shall secure a release of lien from any subcontractor. It is the Contractors responsibility that his/her subcontractor adhere to all rules and regulations as required.

GC – 04 HOUSING AUTHORITY CITY OF SALEM, The term SHA shall mean an authorized representative of the SHA.

GC – 05 STATUS OF CONTRACTOR

The Contractor shall provide, at his/her own expense, full-time supervision while the work is actually in progress. Working foremen, provided they achieve proper supervision of the work, are acceptable. The Contractor and any subcontractor shall be licensed with the State of New Jersey, when applicable, and with the City of Salem when applicable. The Contractor shall not be barred from Federal, State, or Local work.

GC – 06 WORK DURING SHA HOLIDAYS

The Contractor shall **not** be allowed to work on SHA holidays unless prior written approval is granted by the SHA. It is the sole discretion of the SHA whether to allow work to be conducted. The Contractor may request to work on Housing Authority holidays by submitting a request in writing prior to the holiday. This office will review and determine the outcome of that request. The contractor shall **not** be allowed to work on Authority holidays unless the following conditions are met:

Prior approval is granted by the City of Salem. It is at the sole discretion of the Housing Authority whether to allow work to be conducted.

GC – 07 WORK WEEK

The SHA's regular work week is from Monday to Friday. The hours of work are from 8:00 a.m. to 4:30 p.m. The Contractor shall conform to this schedule unless written permission is given by the SHA to deviate from this schedule.

GC – 08 WORK RULES

1. Lunch breaks, coffee breaks and smoking are **not** permitted in any building.
2. Radios, CD Players, TV's and other electronic devices are **not** permitted on the premises.
3. Cursing, loud behavior and/or other obnoxious sounds or behavior are **not** permitted on the premises.
4. Possession or use of alcohol or illegal drugs is **not** permitted during the work day.
5. Contractor's workers and tradesmen will act with proper decorum and in a professional manner at all times when on site and respect the dignity and privacy of all SHA residents and employees, as determined by the SHA in its sole discretion.

Any violation of the work rules will be remedied to the satisfaction of the SHA by the Contractor within one (1) hour of notice. Contractor shall immediately and permanently remove any offending individual(s) from the job.

GC – 09 GENERAL

1. Sealed Proposals will be received on the date and at the time stated in the Advertisement for the Bids, when they will be publicly opened and read aloud.
2. To be considered, bids must be made in accordance with the Bid Documents, the General Conditions, Special Conditions, Specifications, the Advertisement for Bids, and N.J.S.A. 40A:11.

GC – 10 QUESTIONS

All questions, requests for information or clarification pertaining to the Bid Documents must be made in writing via fax transmission no later than 12 noon, at least ten (10) calendar days prior to the date bids being due. Confirmation of receipt of fax transmission may be made by calling the SHA main office at Purchasing Office of the Housing Authority at (609) 935-5022. Requests for other information via telephone will not be accepted.

Replies will be issued to bidder of record as Addenda to the Bid Documents and will become part of the Bid Documents if, in the sole opinion of the SHA, the issuance of an addenda is required. The SHA or its authorized representatives will not be responsible for oral communication. Questions received after the required time and date will not be answered. Addenda, if issued, will be faxed to all the bidders who have obtained Bid Documents from the Purchasing Office of the Housing Authority. Failure of any bidder to receive any addenda shall not relieve such bidder from any requirements of the Bid Documents.

GC – 11 BASIS OF BIDS

Bids not based on the Bid Documents, those indicating a qualification of the bid, conditional or uninvited alternative bids, alterations of form, or irregularities of any kind, may be cause for rejection (i.e., those bids which are dependent upon materials which are not specified or which differ from those specified in either the Specifications themselves or Addenda thereto, or materials which are not equivalent).

GC – 12 PREPARATION OF BIDS

Bids shall be prepared on forms furnished by the SHA. All blanks spaces shall be filled in, by typewriter or ink, and amounts shown in both words and figures. **NO PENCIL NOTATION WILL BE ACCEPTED.**

In submitting a bid, the bidder certifies that the total base bid so set forth or any add alternate are all inclusive, does not include any New Jersey Sales Tax and further certifies that in the event he/she is the successful Bidder, he/she will only apply for a tax exemption for materials or supplies to be used in connection with the bid.

Where a bidder is a corporation, bids must be signed with the legal name of the corporation and the legal signature of an officer authorized to bind the corporation to a contract.

The SHA may consider "informal" any bid not prepared and submitted in accordance with the provisions herein and may waive any informalities or reject any and all bids.

GC – 13 SUBMITTAL OF BIDS

Bids must be submitted in accordance with the Advertisement for Bids in sealed, opaque envelopes. Identify the envelopes with:

1. Project Name
2. Name of Bidder
3. Address of Bidder
4. Address of Project
5. Date of Bid Opening

Bids should be addressed and delivered to:

Salem Housing Authority
205 Seventh Street
Salem, NJ 08079

Bid received after the specified time of bid will not be opened; regardless of cause.

GC – 14 QUALIFICATION OF BIDDERS (General Contractor and/or Prime Contractors)

Bidder must submit with his/her bid completed pre-qualification forms and questionnaires. These forms will be included with other attached bid forms.

Qualification forms shall include but shall not be limited to the following:

- Qualification Questionnaire

The SHA may make such investigation as it deems necessary to determine the ability of a bidder to perform the work and the bidder shall furnish the SHA all such information and data for this purpose as the SHA may request.

The SHA reserves the right to reject a bid if the investigation of a bidder fails to satisfy the ACHA that the bidder is properly qualified to carry out the obligation of the contract.

GC – 15 LIQUIDATED DAMAGES (NOT PENALTY)

This Section does not apply.

GC – 16 AWARD OF CONTRACT

The contract will be awarded on the basis of the lowest, responsible, and qualified bid. The SHA reserves the right to award one or multiple contracts by site or total of all sites, whichever is most beneficial to the SHA

GC – 17 NON-COLLUSION AFFIDAVIT

Bidder must submit with his/her bid a Non-Collusion Affidavit (form included with this package).

GC – 18 NEW JERSEY WORKER AND COMMUNITY RIGHT-TO-KNOW ACT

Bidder must submit with his/her bid an acknowledgement that he/she understands the "New Jersey Worker and Community Right-to-Know Act".

GC – 19 N.J.P.L. 1977-CHAPTER 33, "STOCKHOLDERS & PARTNER DISCLOSURE STATEMENT"

Submittal of bid on this project obligates the bidder to comply with the provisions of N.J.P.L. 1977-Chapter 33, and each bidder must submit a Disclosure Statement with the bid or prior to receipt of bids setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock. See document herein enclosed.

GC – 20 N.J.P.L. 1975, C.127 “LAW AGAINST DISCRIMINATION”

Bidders are obligated to comply with N.J.P.L. 1975, C. 127, “Law Against Discrimination”. See Document herein enclosed.

GC – 21 MEANING OF WORDS USED IN CONTRACT AND BID DOCUMENTS

Where the words “Bid Documents” are used it shall refer to the General Conditions, Special Conditions, Specifications, Instructions to Bidders, Advertisement, all accompanying documents and forms, and addenda.

Where the word “Contractor”, “Supplier or Manufacturer” is used in the Bid Documents, it shall refer to the Bidder, General Contractor and any and all subcontractors under the direction of the General Contractor.

Where the words “Special Conditions” are used in the Bid Documents it shall refer to the Special Conditions of these Bid Documents and shall be supplementary there to.

Where the word “SHA” is used in the Bid Documents it shall refer to and mean the Housing Authority & Urban Redevelopment Agency of the City of Atlantic City and its designated representatives.

Where the phrase “or equivalent” is used, it means that material or detail substitutions may be made only with the written approval of the SHA and/or Architect, and that these substitutions must be made known to the SHA by the bidder at the Bid opening. Wherever the phrase “or approved equal”, “or equal”, etc. appears, it shall mean “or equivalent” as above.

Upon award of the contract, the Contractor must submit to the ACHA and Architect, a detailed Schedule of Values and a detailed Delivery Schedule.

GC – 22 N.J. LAWS

A. These Bid Documents, instructions to bidders, and all accompanying documents, including the bid and the contract as awarded shall be construed to be in accordance with the laws of the State of New Jersey.

B. Permit Fees

Please be advised that according to P.L. 1985, Chapter 409, effective January 13, 1986, “No County, Municipality or any agency or instrumentality thereof shall be required to pay any municipal fee or charge in order to secure a construction permit for erection or alteration of any public building.”

C. Indemnification – This Bidder shall agree, if awarded a contract, that they will indemnify and save harmless the SHA from all suits and actions of every nature and description brought against it, growing out of that contract, or contracts, written or verbal, entered into between the SHA and the successful bidder, and further that upon the awarding of the contract in accordance with these Bid Documents, this agreement of indemnification shall automatically become effective.

D. Prices

1. Carelessness in quoting prices, or in preparation of the bid, will not relieve the bidder. Bid prices shall be FOB destination and net, with all discounts deducted and shall be considered ALL INCLUSIVE including any and all costs required to coordinate, interface, mesh with, prepare for, provide the general requirements for, provide the temporary service for, provide insurance for, provide protection for and/or provide all materials, equipment and labor, etc. in all manner for the proper completion of the project.

E. Payment – Please be advised that this project will follow N.J.S.A. 2A – 30A – 1 et. seq. known as the Prompt Payment Law. Chapter 96.

GC – 23 TAXES

The SHA is exempt from all Federal and State Sales Taxes. The SHA will provide the successful Contractor with certified notification indicating tax exempt status for the project for their files.

GC – 24 AMERICANS WITH DISABILITIES ACT OF 1990 – Equal Opportunity for Individuals with Disability

The Contractor and the SHA do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the “Act”) (42 USC §232-2 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the SHA pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agent, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the SHA in any action or administrative proceeding commenced pursuant to this Act.

The Contractor shall indemnify, protect, and save harmless SHA, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the SHA grievance procedure, the Contractor agrees to abide by any decision of the SHA which is rendered pursuant to said grievance procedure.

If any action or administrative proceeding results in an award of damages against the SHA or if the SHA incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The SHA shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the SHA or any of its agents, servants, and employees, the SHA shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the SHA or its representatives.

It is expressly agreed and understood that any approval by the SHA of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the SHA pursuant to this paragraph.

It is further agreed and understood that the SHA assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this contract. Furthermore, the Contractor expressly

understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the SHA from taking any other actions available to it under any other provision of the contract or otherwise at law.

GC – 25 ASSIGNMENT

The successful bidder shall not assign, convey or otherwise dispose of the contract or any part thereof to anyone without the written consent of the SHA.

GC – 26 RETURN OF CONTRACT

Non-performance by the successful bidder, or his/her failure to execute the contract within ten (10) days after the award, will result in a suit for liquidated damages and other costs and not as a penalty.

GC – 27 DIFFERENCE

Should any differences arise between the contracting parties as to the meaning or intent of these Bid Documents, General Conditions, Special Conditions or Specifications, the SHA or its designated representative's decisions are to be final and conclusive.

GC – 28 ADDITIONAL CLAIMS

The successful bidder agrees that he/she will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of the Bid Documents or contract on his/her part or of any failure to fully acquaint himself/herself with any conditions related to the contract.

GC – 29 FAX BIDS

Please be advised that FAX transmissions of any of the required Bid Documents will not be acceptable. Your bid will be declared non-responsive.

GC – 30 BID PRICE

- a. All prices are net for items, material and work furnished and includes all costs for labor and material, equipment, taxes, permits, insurance, overhead, and profit.
- b. The SHA reserves the right to add or deduct items of work in connection with the buildings covered by the Specifications.

GC – 31 BUY AMERICAN (As stated in the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq.)

40A:11-18. American goods and products to be used where possible "Each local unit shall provide, in the specifications for all contracts for county or municipal work or for work which it will pay any part of the cost, or work which by contract or ordinance it will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, be used in such work".

GC – 32 IDENTIFICATION NUMBER

Because of Internal Revenue Service regulations, it will be necessary for you to furnish the SHA either your Federal I.D. Number or your Social Security Number.

GC – 33 FEDERAL LOBBYING CERTIFICATION

The successful Contractor and subcontractors will be required to comply with Public Law 101-122, Section 319, relative to disclosure of all lobbying activities as defined, within the Bid Amendment of PL 101-122, Section 319. Form of disclosure will be provided by the SHA

GC – 34 MODIFICATION AND WITHDRAWAL

Bidder qualifications must match the requirements of the work specified. Bidders may withdraw bids at any time before opening upon written request to the Contracting Officer. No bids may be withdrawn within sixty (60) days after bid opening.

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

SC-01 SCOPE OF WORK:

The work covered by these Bid Documents and Specifications shall include the furnishing of all labor, equipment, and materials and the performing of all operations completed in strict accordance with the General Conditions, these Special Conditions, the Specifications and the Bid Documents.

SC-02 VISIT TO SITE

- a. Each bidder shall visit the site of the proposed work and fully acquaint himself/herself with conditions as they exist so that he/she may fully understand the facilities, difficulties and restrictions attending the execution of the work under his/her contract. Bidders shall also thoroughly examine and be familiar with the requirements of the Bid Documents and detailed Specifications. The failure or omission of any Bidder to receive or examine any Form, Instrument or Documents or to visit the site and acquaint himself/herself with the conditions there existing will not relieve any bidder from any obligation with respect to his/her bid. Contact the Management Office at each site for access.
- b. Before any of the work within the scope of the contract is begun, the Contractor shall confer with the SHA and agree on a sequence of procedure and means of access to the buildings/Sites.
- c. The Bidder shall before any site visit, notify the SHA of his/her intention and purpose.

SC-03 TIME AND MANNER

- a. Time is an essential consideration of the contract and work shall commence and progress with a proper and sufficient force of workmen and ample supply of materials (to the satisfaction of the SHA) to complete the work per a schedule agreed upon between the Contractor and the SHA.
- b. All work shall be performed as expeditiously as possible and, in a manner, not to interfere with the operations of the SHA. The Contractor shall conduct his/her work in a manner not to obstruct the passage of the SHA personnel to or from any part of the site.
- c. The Contractor always exercise extreme care to maintain cleanliness in his/her operations, avoid fire and accident hazards and remove all debris promptly as necessary.
- d. The Contractor shall furnish the SHA with any information requested within 2 days.

SC-04 CORRESPONDENCE

The Contractor shall send all copies of correspondence concerning any matter of contractual and technical nature to:

Charles Matthew Bailey, Executive Director
205 Seventh Street
Salem NJ 08079
(856) 935-5022

SC-05 TIME FOR COMPLETION

The work shall be completed per the schedule that will be established between the contractor and the management of the sites.

SC-06 NON-MANDATORY PRE-BID CONFERENCE

A non-mandatory pre-bid conference will be held at a place indicated on the invitation for bid. Non-Mandatory: Informational, attendance not required, however, strongly suggested.

SC-07 AFFIRMATIVE ACTION PLAN (AAP)

Attached in the Bid Documents is an Affirmative Action Plan required by the SHA to which all bidders must respond if bid is greater than \$10,000. This Plan has been approved by the Department of Housing & Urban Development (HUD).

SC-08 MINORITY & WOMAN BUSINESS ENTERPRISE (MBE) & (WBE) REQUIREMENTS

- a. Executive Order 123432 of July 14, 1983 entitled "Minority Business Development" is intended to assure the participation of minority owned businesses in HUD funded programs and to fulfill objectives for minority business involvement in Federally funded programs.
- b. A "Minority Business Enterprise" means a business enterprise that is 51 percent or more owned, controlled, and actively operated by one or more persons who are classified as a part of a socially and economically disadvantaged group. Such socially disadvantaged persons include, but not limited to Blacks, American Indians or Alaskan Natives, Hispanics and Asian or Pacific Islanders. A Woman Business Enterprise (WBE) is at least 51% owned and controlled by a female. MBE and WBE certifications must be from the State of New Jersey, the City of Atlantic City or both.
- c. All Contractors having contracts with the SHA for supplying labor and/or materials/supplies will be required to have Minority Business Enterprises provide (20%) of the dollar value of the contract. A Woman Business Enterprise will be required to provide (6.9%) of the dollar value of the contract.
- d. In submitting a bid, the Contractor must certify that he/she will comply with the above requirements. This shall include submission of an affidavit (attached in the Bid Documents) which will be properly executed by the Contractor. Failure to provide the affidavit will be considered substantive and may be cause for the Contractor's bid to be rejected.
- e. The SHA will require that the Contractor provide evidence that the Minority Business Enterprise and Woman Business Enterprise requirements are being met during the duration of the contract.
- f. In the event the SHA determines the Contractor is not in compliance, or that the condition appears to be developing, the SHA shall then take steps necessary to correct the situation in order to be in compliance.
- g. The above referenced MBE and WBE Requirements are considered to be integral and substantive portions of this contract in the same fashion as all other substantive portions of this contract, any breach or non-compliance therewith will result in a breach and/or default of the contract, with imposition of any all sanctions provided for herein as may be appropriate in the discretion of the SHA.

SC-09 INSURANCE

General Liability in an amount of not less than \$1,000,000 per occurrence and Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence. Contractor shall be required to name the ACHA, its employees and agents as additional insured. The successful bidder shall also be required to maintain Worker's Compensation Coverage including partners and individual proprietors themselves with a limit meeting the New Jersey minimum statutory requirements.

SC-10 SUBLETTING/SUBCONTRACTING

The Contractor must perform, construct and install not less than **60 percent** of this contract with his/her own forces and equipment.

The Contractor shall not sublet any part of the work included in this contract without so specifying in his/her Bid. In specifying subletting any portion of the work, the Contractor shall state in writing, the portion of the work which each subcontractor is to do or the material which subcontractor is to furnish, the percentage and dollar amount a subcontractor will perform as a part of the Bid, subcontractor's place of business, references and such other information as is required of the Contractor in the Bid Documents in order to ascertain whether such subcontractor is responsible, reliable and able to perform the work or to furnish the materials as called for in the Bid Documents and Specifications.

Subletting shall not relieve the Contractor of any of his/her obligations under this contract. The Contractor shall be as fully responsible to the SHA for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by a subcontractor as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

END OF SPECIAL CONDITIONS

SECTION 4

EXHIBIT A- MANDATORY EQUAL OPPORTUNITY LANGUAGE

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, 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.

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- **Letter of Federal Affirmative Action Plan Approval**
- **Certificate of Employee Information Report**
- **Employee Information Report Form AA302**

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Company

Authorized Signature

Date

SECTION 5

SECTION 3 REQUIREMENTS

SECTION 3 ACTION PLAN

SECTION 6

SCOPE OF SERVICES/SPECIFICATIONS

SANITATION SERVICES

SPECIFICATIONS/ SCOPE OF WORK

It is the intent of the Housing Authority City of Salem (SHA) to describe the minimum requirements for Sanitation Services in sufficient detail to secure comparable Bids. It is the intent of the SHA to award a twelve (12) month agreement with the option to extend for two (2) additional twelve (12) month periods herein referred to as "Contract," to provide the following services:

Exclusive residential site collection services including collection of residential Solid Waste and Bulk Waste and delivery to Salem County Landfill.

Each potential bidder should examine the areas and premises under consideration and confirm that they fully understand these specifications and the needs of the Authority.

The potential bidder shall also ensure that they are cognizant of all factors relating to the requirements contained in these Specifications.

If a contractor is given 2 written notices of non compliance with the specifications a meeting will be held with the contractor and appropriate SHA personnel to put that contractor on notice that a 3rd written notice will result in SHA finding the contractor in breach of contract and the necessary steps will be taken to remove that contractor.

The Authority reserves the right to enforce the performance of this Contract in any manner prescribed by law and/or deemed to be in the best interest of the Authority in the event of breach and/or default of this Contract. **The Authority reserves the right to terminate the Contract immediately in the event the successful bidder fails to:**

1. **Meet schedules**
2. **Otherwise perform in accordance with these Specifications**

DEFINITIONS

Solid Waste is defined as all wastes including but not limited to food waste, bottles, waste paper, cans, clothing, and general refuse/or other materials normally associated with common household waste. It shall exclude construction waste, hazardous waste, dead animals and bulky waste.

Bulky Waste is defined as single item replacements such as furniture, bedding and other refuse that by their size, shape, or weight cannot be placed in an SHA container. All bulky waste items are placed at or near the collection point of the SHA containers

SCHEDULE OF SERVICES

Solid waste shall be picked up one a week, Monday.

Should an issue arise preventing pick-up on a scheduled day, pick-up shall be rescheduled appropriately to minimize unsafe conditions for the SHA residents.

Following is a list of Sites for pick up:

75 West Side Court

8 th street in front of West Side Court	2 cans	70 West Side Court	2 cans
70 West Side Court	2 cans	94 West Side Court	2 cans
75 Behind West Side Court	2 cans	122 in front of West Side Court	2 cans
142 in front of West Side Court	2 cans		

345 Keasby Street

126 Anderson Drive	2 cans	85 Anderson Drive	2 cans
89 Anderson Drive	2 cans	28 Anderson Drive	2 cans

It is the bidders responsibility to visit each site to confirm the number and size of cans prior to submitting a bid.

REQUIREMENTS

All bidders shall be required to demonstrate to the satisfaction of the SHA that they have adequate financial resources, experienced personnel, equipment, technologies and expertise to perform the services required by the general specifications. No contract will be awarded to any bidder who, as determined by the SHA, has an unsatisfactory performance record or inadequate experience or fails to meet any of the other requirements as outlined above. The decision of the SHA will be final. **Evidence of this requirement shall be a list of five (5) similar type clients with a contact listed as well as a listing of equipment and number of employees to be assigned to be used in the execution of this contract.** *Provide this information on separate sheets in your bid submission.*

The successful bidder (herein referred to as “the Contractor”) shall be mindful that the Contractor is an integral part of a continuing SHA service to which residents are accustomed and rely on. Therefore, the Contractor shall be positive and cooperative with the SHA and with its residents in meeting their needs for refuse removal.

Contractor and Contractor’s representatives shall make every reasonable effort to provide service regardless of errors in customer preparation. Where repeated or substantial mistakes are found, the SHA shall be notified to initiate corrective measures.

The Contractor shall exercise all reasonable care and diligence in collecting refuse. Collection equipment shall be muffled and operated at acceptable noise levels. Equipment shall be maintained to prevent leaks of oil or other liquids, and any such leaks will be covered immediately and cleaned up quickly. Every effort is to be made to protect persons and property from damage for any cause other than normal wear and tear.

Contractor must exercise due care to avoid dropping of refuse through collector activity and shall immediately at the time of occurrence clean up such spillage, dropping or scattering.

The Contractor shall observe City Ordinances relating to obstructing streets, keeping alleys or other right-of-way open and protecting same, and shall obey all Local, State and Federal Laws and Ordinances controlling or limiting those engaged in the work

The Contractor will not assign or transfer any interest in this Agreement without obtaining the prior written approval of the SHA. The Contractor will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the SHA.

All wastes shall be disposed of in accordance with all applicable Local, State and Federal regulations governing solid waste disposal.

BILLING

Billing shall be done on a monthly basis. This will include 1 pick-up of solid waste per week.

ALTERNATE PRICING

Provide a cost for additional Bulk pick-up. It would be on an as needed basis per pick-up.

NOTE:

Bidder shall read and sign the following statement:

Please acknowledge below that you have read and understand all the requirements of the specifications. In the event that a contract is awarded to my company I am willing and capable of supplying *Sanitation Pickup Services* in accordance to these specifications.

Bidders Signature _____ **Date** _____

SECTION 7

REQUIRED DOCUMENTS TO BE SUBMITTED WITH BID:

- BID DOCUMENT CHECK LIST
- PROPOSAL PAGE
- **ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENT (IF APPLICABLE)**
- **STOCKHOLDER DISCLOSURE CERTIFICATION**
- AFFIDAVIT OF EQUAL OPPORTUNITY COMPLIANCE
- SUBMISSION OF NON-COLLUSION AFFIDAVIT
- BIDDERS AFFIDAVIT
- STATEMENT OF COMPLIANCE
- QUALIFICATIONS QUESTIONNAIRE
- SECTION 3 ACTION PLAN/SECTION 3 ACTION PLAN NARRATIVE/ACKNOWLEDGEMENT OF SECTION 3 REQUIREMENTS
- REFERENCES
- HUD-5369-A REPRESENTATIONS, CERTIFICATIONS & OTHER STATEMENTS TO BIDDERS
- TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (W-9)
- BUSINESS RACIAL/ETHNIC OWNERSHIP
- **LIST OF SUBCONTRACTORS**
- ALL REQUIRED LICENSES AND BUSINESS PERMIT INFORMATION (IF APPLICABLE)
- BUSINESS REGISTRATION CERTIFICATE
- **BID BOND**
- PROOF OF GENERAL AND AUTOMOBILE LIABILITY INSURANCE
- **BIDDERS MUST SUBMIT ONE (1) ORIGINAL AND ONE (1) COPY OF ALL REQUIRED DOCUMENTS**

Note: Failure to include an original Bid Bond, Stockholder Disclosure Statement, List of Subcontractors and Acknowledges the receipt of Addenda (if any) with you bid will be deemed a fatal, non-curable defect.

BID DOCUMENT SUBMISSION CHECKLIST

Name of Project: *Sanitation Pickup Services IFB #001-2026*

<i>(Bidder/Owner's checkmark)</i>	<i>(Bidders' Initials)</i>
☐	Bid Document Check List
☐	Proposal Page
☐	Acknowledgment of Receipt of Changes to Bid Document (If Applicable)
☐	A Stockholder Disclosure Statement pursuant to N.J.S.A. 52:25-24.2
☐	Affidavit of Affirmative Action Compliance
☐	Submission of Non-Collusion Affidavit (this form must be notarized)
☐	Bidder's Affidavit (this form must be notarized)
☐	Statement of Compliance
☐	Qualifications Questionnaire- (this form must be notarized)
☐	Section 3 Action Plan/Section 3 Action Plan Narrative/Acknowledgement of Section 3 Requirements
☐	References (5)
☐	HUD 5369-A Representations, Certifications & Other Statements of Bidders
☐	Request for Taxpayer Identification Number and Certification (Form W9)
☐	Business Racial/Ethnic Ownership Form
☐	List of Subcontractors
☐	All required certifications, licenses, and business permit information (If Applicable)
☐	Business Registration Certificate
☐	Bid Bond
☐	Proof of General and Automobile Liability Insurance
☐	<i>BIDDERS MUST SUBMIT ONE (1) ORIGINAL AND ONE (1) COPY OF ALL REQUIRED DOCUMENTS</i>
☐	
☐	

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE SUBMISSION REQUIREMENTS DETAILED HEREIN AND HAS SUBMITTED THE DOCUMENTS LISTED ABOVE.

Name of Bidder: _____

By Authorized Representative _____

Signature: _____ Date: _____

Print Name & Title: _____

Note: Failure to include an original Bid Bond, Stockholder Disclosure Statement, List of Subcontractors and Acknowledges the receipt of Addenda (if any) with you bid will be deemed a fatal, non-curable defect.

Proposal Form

TO: THE HOUSING AUTHORITY OF THE CITY OF SALEM

DATE: **Tuesday, September 8, 2026 @3:00pm**

PROJECT: ***Sanitation Pickup Services***

Dear Prospective Bidder:

- 1) The undersigned, having familiarized (himself) (herself) with the local conditions affecting the cost of the work, and with the Specifications (including the Invitation for Bids, Instructions to Bidder, this proposal form, the form of Non-Collusion Affidavit, the General Conditions of Work, the Technical Specifications and Addendum (if any) as prepared by the Local Authority on File in the Office of the Housing Authority of the City of Salem, New Jersey, hereby proposes to furnish all labor, materials, appliances, services, equipment and related items required to complete all work for, **Sanitation Pickup Services** all in accordance therewith for the sum as noted within the attached Bid form
- 2) In submitting this Bid, it is understood that the right is reserved by the Local Housing Authority to reject any and all bids. The Housing Authority also reserves the right to award portions of this contract, award multiple contracts for the work proposed or award to a single contractor. If written notice of acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form within ten (10) days after the Contract is presented to him for signature.
- 3) Attached hereto is an Affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this Proposal or any other Proposal or the submitting of Proposals for the Contract for which this Proposal is submitted.
- 4) The Bidder represents that he has () has not () participated in a previous Contract or Sub-contract subject to the Equal Opportunity Clause prescribed by the Executive Orders 10925, 11114, or 11246, or the Secretary of Labor: that he has () has not (), filed all required compliance reports of required representation, indicating compliance with required compliance reports, signed by any proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with Contractors or Sub-contractors which are exempt from the clause).
- 5) All payments to be made under such contract for work and materials supplied by a Subcontractor listed herein, upon the certification of the Contractor of the amount due to the Subcontractor, may be paid directly to the Subcontractor in accordance with the "Local Public Contract Laws".

The Bidder hereby acknowledges the receipt of the following Addenda, if any.

(addenda # and date (if any) MUST be filled in or bid will be deemed non-responsive)

Addendum No. _____ Date _____

Addendum No. _____ Date _____

- 6) The undersigned hereby agrees to complete all the work shown or specified within the time specified and he further agrees that the Housing Authority of the City of Salem may retain from the monies that are due or which may become due, an amount set forth in HUD Form 5370 for each and every day of delay not caused by the Housing Authority of the City of Atlantic City (Sundays and Legal Holidays excepted) that may occur beyond the time stipulated for the completion of the work. Such amount so to be retained is hereby agreed to be liquidated damages accruing to the Housing Authority of the city of Salem incident to such delay. The undersigned hereby certifies that he/it is the only person or corporation interested in this Proposal and persons making a Proposal for the same work, and without collusion of fraud.

Date: _____ Bidders Name _____

Signature _____

INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

I. SUBMISSIONS OF BIDS

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as "owner," in accordance with public advertisements as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the designated representative on **Tuesday, September 8, 2026 @3:00pm** as stated in the Notice to Bidders and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with contract title and bid # being bid.
- D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions omissions, unexplained erasure or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specification, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bid by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
1. N.J.S.A. 2C:21-34, et.seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false Claim and/or knowingly make material misrepresentation.
 2. N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 3. N.J.S.A/ 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

II. BID SECURITY AND BONDING REQUIREMENTS

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bid documents:

☐A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit a bid guarantee shall result in rejection of the bid.

☐B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit a consent of surety form shall result in rejection of the bid.

☐C. PERFORMANCE BOND

Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

☐D. LABOR AND MATERIAL (PAYMENT) BOND

Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

☐E. MAINTENANCE BOND

Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed _____% of the project costs guaranteeing against defective quality of work or materials for the period of:

_____ 1 year
_____ 2 years

III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The owner's interpretations or corrections thereof shall be final.

When issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

E. Pre-Bid Conference

If stated in the Notice to Bidders:

A Pre-Bid Conference is not required for this bid.

A pre-bid conference for this proposal will be held on **Wednesday, September 2, 2026 @2:00pm**. Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

V. INSURANCE AND INDEMNIFICATION

The insurance documents indicated by an (X) shall include but are not limited to the following coverage's.

A. INSURANCE REQUIREMENTS

x ☒ 1. Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

x ☒ 2. General Liability Insurance

General liability insurance shall be provided with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 aggregate for property damage, and shall be maintained in full force during the life of the contract.

x ☐ 3. Automotive Liability Insurance

Automotive liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 each accident for property damage, shall be maintained in full force during the life of the contract.

☐ 4. Other Forms Of Insurance Required

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

☐ C. INDEMNIFICATION

Bidder shall indemnify and hold harmless the owner from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

A. The owner is exempt from any local, state or federal sales, use or excise tax.

B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.

D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Exhibit A of this bid specification.

1. Goods and Services (including professional services) Contracts

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

2. Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

D. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.

☐ E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

x ☐ F. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lssc/lspubcon.html.

x ☐ G. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lssc/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

x ☐ H. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

I. PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

VIII. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The owner may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,

F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

X. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.

F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.
- H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

XI. PAYMENT

- A. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the Owner's policy and procedures.

APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the Housing Authority of the City of Salem, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

NAME OF BIDDER: _____

TO: HOUSING AUTHORITY OF THE CITY OF SALEM

SANITATION SERVICES

The undersigned having familiarized (him/her/themselves) with the Specification, including but not limited to the following: Invitation for Bids, Form of Non-Collusion Affidavit, and the Specifications and Scope of Work as prepared by Housing Authority of the City of Salem and New Jersey hereby proposes to furnish all necessary labor, materials and equipment for **Sanitation Services at all Sites as outlined in the Specifications/Scope of Work.**

It is the contractors responsibility to familiarize him/herself with the scope of work and guarantee to provide services to the specifications for the prices listed below.

The **CONTRACT** will be for a period of one (1) year with options to renew for a second year and third year.

BID PRICE- The price shall be a lump sum which will include all equipment and labor necessary to complete work as outlined on a monthly basis.

In the event a low bid tie should occur, the Housing Authority reserves the right to award at their discretion to one or multiple bidders.

YEAR ONE (1)

Monthly Fee\$ _____

Alternate per bulk pick-up\$ _____

YEAR TWO (2)

Monthly Fee\$ _____

Alternate per bulk pick-up\$ _____

YEAR THREE (3)

Monthly Fee\$ _____

Alternate per bulk pick-up\$ _____

All deviations from the specifications must be noted in detail by the bidder in writing, at the time of submittal of the bid and will hold the bidder strictly accountable to the Housing Authority for

furnishing the contract requirements in full accordance with the specifications.

If any deviation is deemed to be unacceptable, by the Housing Authority, bidder will be held to the original specification at no change in cost.

NOTE: Any deviations from these specifications and/or any special conditions required by the bidder shall be recorded below: (If no deviations, state "NONE" below)

Print

Signature

Date: _____

OFFICIAL ADDRESS:

By: _____

Title: _____

END OF PROPOSAL FORM

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

☐ Partnership
Proprietorship

☐ Corporation

☐ Sole

☐ Limited Partnership
Partnership

☐ Limited Liability Corporation

☐ Limited Liability

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Subscribed and sworn before me this ____ day of
_____, 2 ____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

AFFIDAVIT OF EQUAL OPPORTUNITY COMPLIANCE

(EOC)

STATE OF _____

COUNTY OF _____

_____ being first duly sworn deposes and says:
(Individuals Name)

THAT he/she is the party making a certain Proposal or Bid dated _____ **2026** and for work in connection with **Sanitation Pickup Services** that such Proposal or Bid is submitted with full knowledge and understanding of:

(a) The Equal Opportunity Compliance (EOC) requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27); and

(b) That in submitting such Proposal or Bid the Bidder acknowledges that he/she must and will fulfill these requirements and that all statements in said Proposal or Bid are true.

SIGNATURE OF: Bidder, if the Bidder is an individual; _____

Officer, if the Bidder is a Corporation All required certifications, licenses, and business permit information (If Applicable); _____

Partner, if the Bidder is a partnership. _____

Signature of Contractor

Subscribed and sworn to before me, this _____ day

of _____ 20____.

Notary Public

My Commission Expires: _____ 20 ____.

Form of Non-Collusion Affidavit

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

State of: _____

County of: _____

_____, being first duly sworn,
Deposes and says:

That he/she is _____
(Owner, partner, officer of the firm of, etc.)

of the 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 SALEM** 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 _____ day of _____ 20 ____.

_____.

My commission expires _____ 20 ____.

BIDDER'S AFFIDAVIT

(This Affidavit is part of the Proposal or Bid)

State of New Jersey

County of _____

being duly sworn, deposes and says that he/she resides at

_____ that he/she is the

_____ who signed the
(give title)

above Proposal or Bid, that he/she was duly authorized to sign and that the Proposal or Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all the declarations and statements contained in the Bid are true to the best of his/her knowledge and belief.

Subscribed and sworn to before me at

this _____ day of _____ 20 ____

Signature of Bidder (Seal)

Notary Public

My Commission Expires

STATEMENT OF COMPLIANCE

This is to certify that all persons employed by the undersigned will be paid full weekly wages earned, less permissible deductions for income taxes, social security, etc., and that no rebates have been or will be made either directly or indirectly to the under-signed from the full weekly wages earned by any person in its employ, and further that all employees will be paid as defined in Regulations, Part 3, (29 CFR Part 3) issued by the Secretary of Labor under the Copeland Act, as amended (43 Stat. 948. 63 Stat. 108. 72 Stat. 967; 40 U.S.C. 276c), and described on said payroll; that said payroll is correct and complete; that the wage rates contained in said payroll for laborers, and mechanics pursuant to the Contract under which such work was performed; and that the classification set forth for each laborer or mechanic conforms with the work he performed.

SIGNATURE_____

TITLE_____

QUALIFICATION QUESTIONNAIRE

THE HOUSING AUTHORITY OF THE CITY SALEM

BID FOR: **Sanitation Pickup Services**

NAME OF BIDDER _____

ADDRESS: _____

REQUIREMENTS FOR SUBMITTED PROPOSAL OR BID IF QUALIFIED

1. It shall be necessary for the bidder to present evidence that he/she is in the **Sanitation Pickup** business and **that he/she has been in business for at least 5 years** in this particular field, and can submit a suitable record of satisfactorily completing similar projects. In addition to the above he shall submit evidence that his company has the necessary equipment to carry out this type of operation.

- a. How many years have you been engaged in the **Sanitation Pickup Services** business providing under your present firm or trade name.

- b. What equipment do you own that is available and intended to be used on this project. Provide a description as to the quantity, size, type and capacity of this equipment along with its present condition.

- c. What equipment do you intend to purchase or lease for us on this project should the contract be equipment you intend to lease or purchase?

- d. How many years has your organization been in business performing the work required under this contract?

-
-
- e. We normally perform _____% of the work with our own forces. **(The successful bidder is responsible for 100% of the work required for this contract). Explain if using Subcontractors.**

-
-
-
- f. Have you ever failed to complete any work awarded to you? If so, state circumstances.

-
-
-
- g. Has any other officer or partner of your organization ever been an officer or a partner of some other organization that failed to complete a construction contract? If so, state the name of individual, other organization and reason therefore.

-
-
-
- h. Has an officer or partner of your organization ever failed to complete a contract handled in his own name? _____. If yes, state name of individual, name of owner and reason therefore.

-
-
-
- i. Are there any liens, of any character, filed against your company at this time? _____. If yes, specify the nature and amount of lien.

-
-
-
- j. In what manner have you inspected the proposed project? Explain in detail:

k. The work, if awarded to you will have the personal supervision of whom?

l. Have you made contracts or received firm offers for all materials with prices in preparing your proposal or Bid? Do not give names of dealers or manufacturers:

m. Give Trade references ie. Suppliers, contractors, subcontractors:

n. Give bank references:

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Authority in verification of the recitals comprising this Statement of Bidder's Qualifications. The undersigned hereby certifies and attests that all information provided to the Local Housing Authority is true and correct.

Dated this ____ day of _____ 20____

(Name of Bidder)

By:

Title:

State of:

County of:

_____ being duly sworn, deposes and

says that he/she is the _____ of _____

(Name of Organization) _____

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Described and sworn to before me this ____ day of _____ 20____

(Notary Public)

My Commission Expires:

Please list five (5) references of recent customers who can verify the quality of service your company provides.

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.

REFERENCE ONE

Government/Customer _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Amount of Contract _____

Scope of Work: _____

REFERENCE TWO

Government/Customer _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Amount of Contract _____

Scope of Work: _____

REFERENCE THREE

Government/Customer _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Amount of Contract _____

Scope of Work: _____

REFERENCE FOUR

Government/Customer _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Amount of Contract _____

Scope of Work: _____

REFERENCE FIVE

Government/Customer _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Amount of Contract _____

Scope of Work: _____

SECTION 8

CRIMINAL BACKGROUND CHECK

Criminal background checks are to be completed by the successful bidder on any and all employees, individuals and/or contractors who will work with The Authority, including on its premises. The following felony offenses will disqualify any employee, individual, contractor from performing work or services for The Authority:

1. Capital offenses
2. First-degree felony offenses
3. Felony offenses related to bodily injury or arson
4. Felony drug-related offenses
5. Felonies related to indecency with a child
6. Any and all sex offenses or anyone who is registered as a sex offender

NOTE: A felony is any offense punishable by imprisonment for more than one (1) year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two (2) years or less.

All remaining lesser felony convictions shall be referred to the Authority Personnel Department for evaluation. Records of background checks must be made available to The Authority at any time upon request.

I, _____, certify that all employees have been screened and will not pose any danger or harm to the employees and residents of the Housing Authority City of Salem.

Signature of Representative

Date

