

**Cape May Housing Authority
639 Lafayette Street
Cape May, New Jersey 08204**

**BID PROPOSAL
FOR
TRASH REMOVAL SERVICES**

Due: Thursday, September 20, 2018 @ 2:00p.m.

ADVERTISEMENT

Advertisement

The Housing Authority of the City of Cape May invites sealed bids for TRASH REMOVAL SERVICES. Bids will be accepted by the Cape May Housing Authority from any company or firm meeting the bid requirements.

Bids must be received no later than 2:00 p.m. on September 20th, 2018 at the office of the Housing Authority located at 639 Lafayette Street, Cape May, NJ 08204. At that time, the bids will be opened and read aloud, publicly. The Cape May Housing Authority (CMHA) reserves the right to reject any or all bids or waive any informality in the bid. No bids shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the CMHA. The CMHA may retain more than one firm. No contract shall exist until an agreement is signed without penalty.

Copies of the bid forms, contract documents and specifications may be obtained commencing on September 4, 2018 at the office of the CMHA, 639 Lafayette Street, Cape May, NJ 08204 between the hours of 9:00a.m. and 3:00p.m.

Carol Hackenberg, PHM
Executive Director

**Invitation for Bids
For
Trash Removal Services**

To Whom It May Concern:

The Cape May Housing Authority (“CMHA” or “the Authority”) is requesting bids for Trash Removal Services to be effective from November 1, 2018 through October 31, 2019 with the option of two one-year extensions.

Your attention is directed to the attached documents, which are made a part of this invitation and which shall become part of the contract between the successful bidder and CMHA:

Instructions to Bidders

Bid Form

Affidavit of Non-Collusion

Scope of Services

CMHA General Conditions

HUD General Conditions

Affidavit of Non-Default

Drug-Free Workplace Certification

All bids must be submitted on the accompanying bid form and shall be based upon and in conformity with the specifications attached.

The bid documents shall be enclosed in an envelope, which shall be sealed and clearly labeled “Trash Removal Services” – Not to be opened Until September 20, 2018 at 2:00 pm. The bidder shall be responsible for the placement of his/her firm’s name on the outside of the bid envelope.

Requests for additional information should be directed to Carol Hackenberg, Executive Director, at (609) 884-8703.

Instructions to Bidders

Instructions to Bidders

I. Bid Contents

A. All bids shall be submitted on the attached form and must be signed and sealed by an officer of the bidding company. CMHA may refuse to consider a bid if it is not on the form furnished, if there is any alteration to the form, if the bid fails to comply in any way with the bid requirements, or if the bidder fails to submit a complete package.

B. A complete bid package shall consist of the following and shall be submitted in the order listed below:

1. Bid form signed by the bidder and a witness. The signed form must be sealed if the bidder is a corporation.

2. Affidavit of Non-Collusion signed by bidder and notarized. The signed form must be sealed if the bidder is a corporation.

3. Affidavit of Non-Default signed by bidder and notarized. The forms must be sealed if the bidder is a corporation.

4. Drug-Free Workplace Certification signed and notarized with Attachment "A" listing sites where bidder is presently working for CMHA.

5. Evidence that bidder meets minimum qualifications.

6. Resumes of principals of firm and resumes of individuals assigned to work on the contract.

7. Summary of proposed work plan.

8. Summary of experience of firm performing similar work.

9. List references.

10. Further explanation of bid, if required.

11. Other documents required by the Request for Bid and listed on the bid form.

C. Quotations are to adhere exactly to the specifications herein described. However, once bidders comply with the requirement, they are free to submit whatever alternative or additional bid they deem suitable; and CMHA is free to accept or reject such alternative bid.

D. Bids must be submitted either typewritten, in ink, indelible pencil or ball-point pen. Erasures and/or corrections must be initialed by a responsible official.

E. Bidder must submit three copies of the bid to the CMHA.

II. Opening of Bids

A. Bids received prior to the bid opening date will be kept unopened until the specified bid opening date. No responsibility will be attached to any officer or employee of the CMHA for the premature opening of a bid not properly addressed and/or identified.

B. The envelope in which the bids are mailed must be securely sealed and marked with the name of the services to be provided and addressed to the Cape May Housing Authority, 639 Lafayette Street, Cape May, NJ, 08204, and specify it is not to be opened until September 20, 2018 at 2:00 pm. Bids will be received until the date and time set forth in the invitation for Bids (Page 2 of this package) at which time they will be publicly opened and read aloud.

III. Interpretations

A. No oral interpretation or representation will be made to any bid as to these instructions and specifications. Failure to do so will be at his/her risk. No warranty is made or implied as to the information contained in the Bid Specifications.

B. Any request for an interpretation of specifications shall be directed in writing to the person named in the Invitation for Bids (Page 3 of this package).

C. No inquiry received within five (5) days of the date fixed for opening of proposals will be given consideration.

D. Any information given to a prospective bidder concerning this request for bids will be furnished to all prospective bidders as an amendment to the request for submitting a bid, or if lack of such information would result in a competitive disadvantage to uninformed bidders. All such addenda shall become part of these bid documents. Failure of the Authority to send, or any bidder to receive, any such interpretation shall not relieve any bidder from an obligation under his/her bid as submitted. It shall be the bidder's responsibility to make inquiry as to addenda issued.

IV. Audits

A. The successful bidder binds himself/herself to permit the CMHA and HUD to examine and/or audit at any time the records pertaining to the services provided.

V. Time for Review

A. The bidder agrees that the Authority shall be permitted a maximum of sixty (60) days from the date of opening of bids for issuing a "Notice of Acceptance" and beginning contract negotiations with a bidder. This term may be extended:

1. By mutual agreement of the parties in writing; or
2. Automatically, if approval has not been received from HUD and if such approval is required.

VI. Rejection

A. The Authority reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Authority.

B. CMHA reserves the right to limit its Notice to Proceed to certain tasks or portions thereof, subject to available funding.

VII. Withdrawal of Bids

A. Any withdrawal of bid by telegram or by mail is authorized provided it is received prior to the time of the scheduled bid opening. A bid may also be withdrawn in person by the bidder or authorized representative, provided the representative's identity is made known and the representative signs a receipt for the bid, but only if the withdrawal is made before the exact time set for opening of bids.

B. The only acceptable evidence to establish the date of receipt of withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the withdrawal shall be considered to have been mailed late.

C. Negligence on the part of the bidder in preparing his/her bid confers no right of withdrawal or modification of his/her bid after such bid has been opened.

VIII. Mathematical Error

A. In case of mathematical error in extension of prices in the bid, the unit price shall govern.

IX. Trade Secrets

A. Trade secrets or proprietary information submitted by bidders shall not be subject to disclosure under the State Freedom of Information Act provided, however, a bidder

must invoke the protection of the section prior to or upon submission of the data or other materials, must identify and mark EACH piece of data or material to be protected, and state the reason why protection is necessary. Should CMHA be challenged for withholding any such information at the request of the bidder, then the bidder shall identify and hold the CMHA harmless for defending any such claim.

X. Ineligible Contractors

A. The CMHA is prohibited from making any awards to contractors or accepting as subcontractors any individuals or firms, which are on lists of contractors ineligible to receive awards from the United States, as furnished from time to time by HUD, or who have been suspended or debarred by the CMHA. The current list of ineligible contractors is available for inspection by prospective bidders at the offices of the CMHA. In determining whether or not a proposer is a "responsible" bidder, the CMHA may consider, among other factors, whether or not a contractor has been suspended, disqualified, or debarred from doing business with another governmental entity; whether another governmental entity has declared the contractor in default on a similar contract on behalf of a contractor; whether a proposer has been subject to any claim under a fidelity bond; or whether the bidder has been subject to any claims under any type of professional liability insurance.

XI. Selection Process

A. In selecting a contractor, the CMHA will consider the bid price, the ability of the contractor to perform the Scope of Services (information in the bid package), comments from references, and other information deemed relevant. The ability to perform will be measured by the ability of the contractor as demonstrated by financial stability and performance of similar contracts.

B. A Review Committee will be established to review and evaluate all bids and to rate all bidders. The Review Committee will conduct a preliminary evaluation of all bids and may contact references listed in the bid. The Review Committee may recommend rejection of all bids or may continue its review. Thereafter, the Review Committee may meet with bidders to obtain additional information or clarification. Thereafter, the Review Committee may negotiate the exact Scope of Services (which may include changes in the RFP and negotiation of price if deemed in the best interest of the CMHA) with the highest bidder. If a satisfactory proposed contract cannot be negotiated with the highest bidder, the negotiations will be terminated. The CMHA may then enter into negotiations with another qualified bidder, or the CMHA may re-advertise.

C. CMHA's Review Committee will make a recommendation to the CMHA's Board of Commissioners concerning award of a contract. The CMHA's Board of Commissioners may vote to authorize the CMHA's Executive Director to negotiate and conclude a contract with a bidder, subject to certain conditions. If a bidder is recommended for an award, the bidder will be asked to produce the documents listed below; and negotiations will continue.

1. Two copies of the proposed agreement signed and sealed by the bidder.
2. Two copies of the cover page of the specifications, signed by the bidder.
3. An original and a copy of the required insurance.
4. Other documents discussed during contract negotiations.

D. The CMHA's funding source must approve before the Executive Director has the power to sign a contract.

E. Bidder acknowledges and agrees that no contract shall exist until signed by both parties. Additionally, until a recommendation of award has been officially made, any bidder will be deemed to have waived any and all rights to obtain a contract with the CMHA or seek damages against the CMHA.

Bid Form

**Bid Form
For
Trash Removal Service**

November 1, 2018 through October 31, 2019

I. We, _____, agree to perform the services requested in accordance with the attached Scope of Services for the following compensation:

Total Lump-Sum Fee: \$_____

**Bidders are encouraged to attach additional information
to explain the various elements for their lump-sum fee.**

II. Name, address and telephone number of three references that the CMHA may contact. Include explanation of relationship to reference; e.g., proposer performed similar type of work for reference.

**Bid Form
For
Trash Removal Service**

FIRST OPTIONAL ONE-YEAR EXTENSION

November 1, 2019 through October 31, 2020

III. We, _____, agree to perform the services requested in accordance with the attached Scope of Services for the following compensation.

Total Lump-Sum Fee: \$ _____

IV. Name, address, and telephone number of three references that the CMHA may contact. Include explanation of relationship or reference; e.g., bidder performed similar type of work for reference.

**Bid Form
For
Trash Removal Service**

SECOND OPTIONAL ONE-YEAR EXTENSION

November 1, 2020 through October 31, 2021

V. We, _____, agree to perform the services requested in accordance with the attached Scope of Services for the following compensation.

Total Lump-Sum Fee: \$ _____

VI. Name, address, and telephone number of three references that the CMHA may contact. Include explanation of relationship to reference; e.g., proposer performed similar type of work for reference.

Affidavit of Non-Collusion

**Affidavit of Non-Collusion
(Prime Bidder)**

State of }
 }
County of }

ss.

_____, being duly sworn according to law, deposes and says:

1. That he/she is _____, (a partner/officer of the firm of _____, etc.), the party making the foregoing bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, convened, or agreed – directly or indirectly – with any proposer, 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 proposal price of affiant or of any other 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 Cape May Housing Authority, or any person interested in the proposed contract; and that all statements in said bid are true.

2. The bidder further certifies that he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify a proposer, but may be grounds for administrative suspension or grounds for consideration by CMHA as to whether or not CMHA should decline to award a contract to such a proposer on the basis of a lack of responsibility. If proposer has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, bidder should attach an explanation of the circumstances of that conviction.

Firm Name

BY: _____

Signature of bidder if the bidder is an individual

Sworn to and subscribed
Before me this _____
day of _____, 2018

Signature of partner if the bidder is a partnership

**Notary Public
(SEAL)**

Signature of officer if the bidder is a corporation

Title

Scope of Service

Housing Authority of the City of Cape May

639 Lafayette Street
Cape May, New Jersey 08204

(Voice) 609-884-8703
(Fax) 609-884-9028

Specifications for Trash Removal Service

The Housing Authority of the City of Cape May requests bids for the removal of trash and related services from Authority property as more specifically specified below for the period from November 1, 2018 through October 31, 2019 with the option of two one-year extensions.

Generally, the trash generated includes trash from 55 senior citizen apartments, 30 family apartments, and one small office. Trash includes household debris and bulk pickup of larger household items.

SCOPE OF SERVICE

1. Trash pickup from all locations three times every week, preferably Monday, Wednesday and Friday.
2. Providing containers at designated sites in sizes specified below.
3. Provide bulk pickup one time per month – one item per dwelling unit.
4. Maintain containers in a safe condition and in compliance with applicable laws and regulations governing sanitation.

LOCATION OF TRASH CONTAINERS/PICKUP SITES

Housing Authority of the City of Cape May Office
639 Lafayette Street, Cape May, New Jersey
No Container.

1. Lafayette Street Court (27 apartments)
Parking lot on Broad Street (south side)
Container will be one 6-cubic yard, sliding side door container to be located on Lafayette Street Court

2. Broad Street Court (30 apartments)
Parking lot on Broad Street (north side)
Two 8-cubic yard, sliding side door containers will be located center at north fence line.
3. Osborne Court (28 apartments)
One 4-cubic yard container to be located in the parking lot center east of Court off Jefferson Street.
One 2-cubic yard, sliding side door container to be located in the parking lot center North of Osborne Court.

Other Requirements

Insurance

Prior to signing contract for trash removal, the successful bidder must provide proof of the following insurances:

- a. General liability insurance (\$1,000,000)
- b. Automotive/Property Damage (\$500,000)
- c. Workmen's Compensation

Equal Employment Opportunity

- a. Bidder must provide evidence of an equal employment opportunity program.

Bidder must provide non-collusion affidavit and certification on lobbying activities.

Bidder must provide statement of capacity to perform services specified and a statement of compliance with New Jersey statutes, as applicable.

Certification must be provided that bidder is not debarred or prohibited from publicly assisted work.

PAYMENT

Payment for acceptable services rendered will be made monthly, following receipt of voucher and invoice, in twelve monthly payments representing 1/12 of the bid amount accepted by the Authority.

1. Specifications shall become part of the contract to be executed by the Housing Authority and the successful bidder. Any bill not made in strict accordance with the specifications may, at the option of the Housing Authority, be rejected.

2. The successful bidder shall have ten (10) days from the date of receipt of a contract to execute same and return said contract to the Housing Authority.

3. The Housing Authority reserves the right to reject any and all bids, or to waive any informality in any bid, and to award the contract to the bidder, which in the opinion of the Housing Authority, best meets the needs of the Housing Authority.
4. Any individual, company, or corporation that appears on the General Services Administration (GSA) list of parties excluded from federal procurement or non-procurement programs shall be removed from consideration; and the bid will be rejected. The Housing Authority maintains a list of parties excluded from consideration at the administrative offices of the Housing Authority.
5. The contractor shall remove all trash as previously defined in a careful manner so that the same shall not be spilled, scattered, blown, or dropped on the property. Collections are to be made with as little disturbance as possible and without unnecessary noise. The contractor's employees/workers are to use courtesy and proper conduct in their relationship with the residents.
6. All trash containers shall be completely emptied and carefully returned to the location from which it was removed. Any contents of any container which is allowed to fall on the ground by the contractor shall be immediately removed by the contractor.
7. Collection of trash shall be made on the regularly scheduled day except in the event the regularly scheduled day is that of a holiday. In the event of a holiday, trash shall be collected on the next regular working day.
8. The contract is to be performed as required in the specifications and is to be performed in accordance with the laws of the State of New Jersey, County of Cape May, and the rules and regulations of the City of Cape May.
9. If the contractor fails, neglects, or refuses to collect or remove trash as described above, the Authority may remove such items and deduct the cost from the contractor's monthly fee.
10. The contractor shall take into consideration the availability of landfill sites as it shall be the sole responsibility of said contractor to locate and dispose of all trash at a suitable site. The expense for the disposal shall be borne solely by the contractor for the life of the contract.
11. Contractors must not place any contingency on its proposed bid, and any increases in landfill fees should be anticipated and built into said bid.
12. All trash containers provided by the contractor shall at all times present a clean and sanitary condition.
13. Payment to the contractor shall be made within thirty (30) days of receipt of properly certified invoices.

Cape May Housing Authority
General Conditions

**Cape May Housing Authority
General Conditions**

1. Organization

Contractor must be organized under the laws of the State of New Jersey or licensed to do business in the state. The CMHA may request a copy of documentation evidencing such organization or license prior to the execution of a contract.

2. Cancellation by Contractor

Contractor must be given a ninety-day (90-day) written notice prior to cancellation of the contract.

3. Board Approval

Any contract is subject to cancellation and rejection by the members of the Cape May Housing Authority Board of Commissioners without liability. Therefore, at their next regularly scheduled, properly convened meeting following the date hereof, notwithstanding any contrary statements or representations of any member, officer, or employee of the Cape May Housing Authority, the Board of Commissioners has the power or authority to waive or limit the effect of this paragraph nor the control of the members of the Cape May Housing Authority over the approval of any contract. In the event that the members of the CMHA Board of Commissioners cancel or reject this contract at their aforesaid meeting, this contract shall be null and void and of no effect as to the Cape May Housing Authority; and there shall be no liability on the part of the Cape May Housing Authority hereunder.

4. Changes

A. No changes, additions, or deletions shall be made to the contract without prior written consent of the CMHA. All amendments must be signed by both parties.

B. Any changes in the Scope of Services agreed to by the parties shall not invalidate the contract, nor shall it release the contractor from any guaranty given by him pursuant to the contract, or release the contractor from any other obligations of the contract. All such work shall be executed under the conditions of the contract for an amount agreed to by the CMHA and the contractor.

Cape May Housing Authority General Conditions
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5. Contractor shall procure and require its agents, contractors, and subcontractors to procure and maintain, at their own cost and expense, during the entire period of performance/guarantee (including the maintenance/guarantee period or other applicable warranty period) the types of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the State of New Jersey. In no event shall work be performed until the required evidence of insurance has been furnished. The insurance shall provide for at least thirty (30) days prior written notice to be given to the CMHA in the event coverage is materially changed, canceled, or not renewed. Prior to the inception of work, contractor shall provide to the Executive Director or designee a Certificate of Insurance evidencing the following coverage:

A. Additional Insured Requirement

The Cape May Housing Authority is to be named as additional insured on all policies required hereunder except for Workers Compensation and Employers Liability.

B. Workers Compensation and Employers Liability

- Workers Compensation – Statutory Limits
- Employers Liability
 - a. Bodily Injury by Accident --- \$100,000.00 each accident
 - b. Bodily Injury by Disease --- \$500,000.00 policy limit
 - c. Bodily Injury by Disease --- \$100,000.00 each employee

C. General Liability

- Limit of Liability -- \$1,000,000.00 per occurrence, combined single limit for bodily injury (including death) and property damage liability.
- Coverage
- Premises operation
- Blanket contractual liability
- Products and completed operations
- Independent contractors

Cape May Housing Authority General Conditions
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6. Equal Opportunity

A. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

B. In the event of the contractor's non-compliance with the Equal Opportunity Clause of the contract, this contract may be canceled, terminated, or suspended in whole or in part; and the contractor may be declared ineligible for further government contracts.

7. Substitution of Personnel

A. The contractor shall not replace key personnel assigned to this contract and listed in the bid submitted by the contractor without the prior written consent of the CMHA.

8. Records

A. The contractor shall keep adequate records of direct labor costs and other costs of performance of this contract and shall maintain such records for three (3) years after the CMHA makes final payments and all other pending matters are closed.

9. Audit

A. Records of the contractor shall be subject to audit by a Certified Public Accounting firm designated by the CMHA in the event of termination for convenience or if any payments is based on time or cost of materials.

B. Because funds for this contract are provided by the federal government, contractor agrees to allow the federal agency, which provided funds, the Comptroller General of the United States, the CMHA, or any of their duly authorized representatives to have access to any books, documents, papers, and records of the contractor, which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts and transcriptions.

Cape May Housing Authority General Conditions
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10. Bankruptcy

A. The CMHA may terminate this contract by written notice or telegraphic notice:

- If the contractor shall become insolvent or make a general assignment for the benefit of creditors; or
- If a petition under any bankruptcy act or similar statute is filed by or against the contractor and is not vacated within ten (10) days after it is filed.

B. Termination under this clause shall be in accordance with the "Termination of Default" clause.

11. Calendar Dates

A. Time shall be measured in calendar days.

12. Clause Headings

A. The headings contained herein are for ease of reference and shall not limit the scope of intent of the clause.

13. Hold Harmless

A. Contractor shall be considered an independent contractor in respect to the work covered by this Agreement and shall assume all risk and responsibility for casualties of every description in connection with the work, which can be attributed either directly or indirectly to the contractor. Contractor, for itself, its successors, assigns, heirs, executors and administrators, agrees to indemnify, defend and save harmless the CMHA, all its officers, and subordinates.

B. From all suits and actions of every nature brought against the CMHA or any of them for or on account of any damage or loss sustained by the CMHA and does agree to pay any and all such damages including costs of litigation and counsel fees whether defended by the CMHA or contractor, and

C. If the contractor is required to enter premises owned, leased, or occupied by or under the control of the CMHA during the performance of this contract, the contractor shall indemnify and hold harmless the CMHA, its officers, and employees, from any loss, cost, damage, expense, or liability by reason of property damage, or personal injury, performance, whether arising out of actions of the contractor or any of its employees, subcontractors, and lower-tier subcontractors. It is not the intention of this contract to confer third-party beneficiary right or action upon any person whatsoever and nothing herein before or herein after set forth shall be construed so as to confer

upon any person other than the CMHA a right of action either under this contract or in any manner whatsoever.

Cape May Housing Authority General Conditions
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14. Taxes, Industrial Laws, and Benefits

A. Contractor shall be acting as an independent contractor. Neither the contractor nor any of the persons furnishing materials or performing work or services, which are required by this contract, are employees of the CMHA within the meaning of or the application of any federal or state unemployment insurance law, or other social security, or any workmen's compensation, industrial accident law, or other industrial or labor laws. At its own expense, the contractor shall comply with such law and assume all obligations imposed by any one or more of such laws with respect to this contract. Contractor shall be liable for all federal, state, local taxes, and any special assessment. Contractor shall be acting as an independent contractor. Neither the contractor nor any of the persons furnishing materials or performing work or services, which are required by this contract, are employees of the CMHA within the meaning of or the application of any federal or state unemployment insurance law, or other social security, or any workmen's compensation, industrial accident law, or other industrial or labor laws. At its own expense, the contractor shall comply with such law and assume all obligations imposed by any one or more of such laws with respect to this contract. Contractor shall be liable for all federal, state, local taxes, and any special assessments.

15. No Waiver of Conditions

A. Failure of the CMHA to insist on such performance shall not constitute a waiver of any of the provisions of this contract or waiver of any default of the contractor.

16. Severability

A. If any provision of this contract or any application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this contract, which can be given effect without the invalid provision or application and the provisions of this contract are severable.

HUD GENERAL CONDITIONS

HUD GENERAL CONDITIONS

1. Termination of Contract for Cause

A. If, through any cause, the contractor shall fail to fulfill in timely and proper manner, his obligations under this contract, or if the contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Local Public Agency shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the contractor under this contract shall, at the option of the Local Public Agency, become its property; and the contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the Local Public Agency for damages sustained by the Local Public Agency by virtue of any breach of the contract by the contractor; and the Local Public Agency may withhold any payments to the contractor for the purpose of setoff until such time as the exact amount of damages due the Local Public Agency from the contractor is determined.

2. Termination for Convenience of Local Public Agency

A. The Local Public Agency may terminate this contract any time by a notice in writing from the Local Public Agency to the contractor. If the contract is terminated by the Local Public Agency as provided herein, the contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the contractor covered by this contract, less payments of compensation previously made: **PROVIDED**, however, that if less than sixty percent (60%) of services covered by this contract have been performed up to the effective date of such termination, the contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the contractor, Section 1 hereof relative to termination shall apply.

3. Changes

A. The Local Public Agency may, from time to time, request changes in the scope of the services of the contractor to be performed hereunder. Such changes, including any increases or decrease in the amount of the contractor's compensation,

which are mutually agreed upon by and between the Local Public Agency and the contractor, shall be incorporated in written amendments to this contract.

4. Personnel

A. The contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the Local Public Agency.

B. All the services required hereunder will be performed by the contractor or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

C. No person, who is serving a sentence in a penal or correctional institution, shall be employed on work under this contract.

5. Anti-Kickback Rules

A. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1984, (48 Stat. 948, 62 Stat. 740, 63 Stat. 108, Title 81 U.S.C. 874, and Title cable "Anti-Kickback" regulations) and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. Withholding of Salaries

A. If, in the performance of this contract, there is any underpayment of salaries by the contractor or by any subcontractor thereunder, the Local Public Agency shall withhold from the contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Local Public Agency for and on account of the contractor or subcontractor to the respective employees to whom they are due.

7. Claims and Disputes Pertaining to Salary Rates

A. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under the contract shall be promptly reported in writing by the contractor to the Local Public Agency for the latter's decision, which shall be final with respect thereto.

8. Equal Employment Opportunity

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

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, and national origin. Such action 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 Local Public Agency setting forth the provisions of the nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employment placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The contractor will cause the foregoing provision to be inserted in all subcontracts for work covered by this contract so that such provisions will be binding upon each subcontractor provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. Discrimination Because of Certain Labor Matters

A. No person employed on the work by this contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

10. Compliance with Local Laws

A. The contractor shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this contract.

11. Subcontracting

A. None of the services covered by this contract shall be subcontracted without prior written consent of the Local Public Agency. The contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards of the contract.

12. Assignability

A. The contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of the CMHA, provided, however, that claims for money due to become due the contractor from the CMHA under this contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CMHA.

13. Interest of Members of Local Public Agency

A. No member of the governing body of the CMHA, and no other officer, employee, or agent of the CMHA who exercises any functions or responsibilities in connection with the carrying out of the project, to which this contract pertains, shall have any personal interest, direct or indirect, in this contract.

14. Interest of Other Local Public Officials

A. No member of the governing body of the locality in which the project area is situated and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project to which this contract pertains, shall have any personal interest – direct or indirect – in this contract.

15. Interest of Certain Federal Officials

A. No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this contract or to any benefit to arise therefrom.

16. Interest of Contractor

A. The contractor covenants that he presently has no interest and shall not acquire any interest – direct or indirect – in the above-described project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.

17. Findings Confidential

A. The contractor agrees that all of the reports, information, data, etc., prepared or assembled by the contractor shall not be made available to any individual or organization without prior written approval of the Cape May Housing Authority.

Affidavit of Non-Default

AFFIDAVIT OF NON-DEFAULT
AFFIDAVIT
(PRIME BIDDER)

STATE OF _____ :

COUNTY OF _____ : SS.

_____, being duly sworn according to law, deposes and says;
1 that he/she is _____ (a partner/officer of the firm of _____ et.), the party making the foregoing Bid or Bids.

2. He/she further certifies as follows:

(1) that all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith.

(2) that for the period beginning (10) years ago the date of this certification, and except as shown by me on the attachment, I have not experienced defaults or non-compliance under any contract for the U.S. Department of Housing and Urban Developments, or any other governmental agency with which I have contracts.

(3) to the best of my knowledge there are no unresolved findings raised as a result of HUD work under any of my contracts.

(4) there has not been a suspension or termination of payments under any HUD contract in which I have had a legal or beneficial interest attributable to my fault or negligence.

(5) I have not been convicted of a felony and am not presently, to my knowledge, the subject of a complaint or any indictment charging a felony. (A felony is any offense that is punishable by imprisonment for more than one year, but does not include any offense classified as a misdemeanor under the laws of a state or punishable by imprisonment for two years or less).

(6) I have not been suspended, debarred, or otherwise restricted by any Department or Agency of the Federal Government of any State Government or of the City of Cape May or the Cape May Housing Authority or from doing business with such Department or Agency.

(7) I have not defaulted on an obligation covered by a bond and have not been the subject of a claim under any fidelity bond.

(8) all the names of the parties, known to be principals in this contract, in which I propose to participated are included on resumes submitted with this bid.

(9) to my knowledge I have not been found by HUD or the state of New Jersey to be in non-compliance with any of the applicable civil rights laws.

(10) I am not a Member of Congress or a Resident Commissioner, nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.

(11) I am not an officer, employee, or commissioner of the Cape May Housing Authority who is prohibited or limited by law from contracting with the Cape May Housing Authority.

(12) for the period of beginning (5) years prior to the date of this certification, and except as shown by me on the attachment, I have not been suspended, debarred, or otherwise disqualified by the U.S. Department of Housing and Urban Development, or any other governmental agency with which I have contracted, from doing business with any governmental agency.

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

Firm's Name

By:

Signature of Bidder if the Bidder is an Individual

Sworn to and subscribed
Before me this _____
Day of _____, 2018

Signature of Partner if the Bidder is a Partnership

Signature of Officer if the Bidder is a Corporation

Notary Public

(Title)

**DRUG-FREE WORKPLACE
CERTIFICATION**

Drug-Free Workplace Certification
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Drug-Free Workplace Act of 1988
41 U.S.C. 701, et seq.
54 Fed. Reg. 4945, et seq.

The _____ (name of contractor), hereafter “the contractor”) certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s work place and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The contractor’s policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for violations occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by Paragraph A;

D. Notifying the employee in the statement required by Paragraph A that, as a condition of employment under the contract, the employee will;

1. Abide by the terms of the statement; and
2. Notify the contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

E. Notify the Cape May Housing Authority (CMHA) within ten (10) days after receiving notice under Subparagraph D2 from an employee or otherwise receiving actual notice of such conviction;

F. Taking one of the following actions, within thirty (30) days of receiving notice under Subparagraph D2 with respect to any employee who is convicted:

1. Taking appropriate personnel action against such employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug-abuse assistance or rehabilitation program approved for such purposes by federal, state, or local health, law enforcement, or other appropriate agency.

G. Making good-faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs A, B, C, D, E, and F.

A listing of sites for performance of work done in connection with contracts between the contractor and the CMHA is annexed hereto as Exhibit "A".

Dated: _____, 2018

Name of Contractor

Signature of president or appropriate party

Sworn to and subscribed
Before me this _____
Day of _____, 2018

Notary Public (SEAL)

Attach Exhibit "A"

Request for Bid
For
Trash Removal Services

The Cape May Housing Authority (“CMHA” or “the Authority”) is requesting bids for trash removal services as follows:

The Cape May Housing Authority reserves the right to reject either one or both bids or waive any informality in bid(s).

Attention is directed to the following documents, which are made a part of this packet, and which shall become part of the contract between the successful bidder and the Cape May Housing Authority:

Instruction for Bid
Scope of Services
Bid Form
CMHA General Conditions
HUD Terms and Conditions
Affidavit of Non-Collusion
Affidavit Of Non-Default
Drug-Free Work Place Certification

All bids must be submitted on the accompanying bid sheet and shall be based upon and in conformity with the specifications herein.

Instructions for Mailing/Delivery of Bid

The bid documents shall be enclosed in an envelope, which shall be sealed and clearly labeled, “Trash Removal Services” – **Not To Be Opened Until September 20, 2018 at 2:00 p.m.**

The bidder shall be responsible for the **placement of his/her firm’s name on the outside of the bid envelope.**

Request for additional information should be directed to Carol Hackenberg, Executive Director, 639 Lafayette Street, Cape May, NJ 08204 or at (609) 884-8703.