



HAGC FINANCE DEPARTMENT

**PROPOSAL/BID  
COVER SHEET**

Form PO 501

(rev. November 2015)

**HOUSING AUTHORITY OF THE  
BOROUGH OF GLASSBORO****INVITATION For B I D (IFB)**Direct Questions concerning this RFP/IFB to:

PERSON/TITLE: John Rasmus Property &amp; Modernization M

PHONE/FAX: 856/845-4959 ext. 603

E-MAIL ADDRESS: johnr@hagc.org

**IFB NUMBER: 23-002****DESCRIPTION OF GOODS AND SERVICES**

TURNOVER MAINTENANCE WORK

CONTRACT TERM

1 year

BEGINNING

open

ENDING

**The Authority reserves the right to reject any and all offers and to waive non-material deficiencies.****GENERAL PROPOSAL/BID REQUIREMENTS****1) SUBMISSION DEADLINE: (no later than this date & time)****DATE: November 8, 2023 TIME: 10:00am****NOTE: TIME IS OF THE ESSENCE. LATE OFFERS WILL BE REJECTED.**

- 2) Mailing Address: Attention: Kimberly Gober, Executive Director  
c/o: Housing Authority of Gloucester County  
100 Pop Moylan Boulevard, Deptford, NJ 08096

\*The Proposal Opening shall be held at the same location.

- 3) The Proposal/Bid must conform to specifications as outlined in the RFP/IFB  
4) Proposals/ Bids must be enclosed in a sealed envelope addressed to the above.  
5) ALL Respondents must indicate the RFP/IFB NO. on the outside envelope.  
6) Proposals/Bids must include all price information, typed or written in ink.  
7) Proposal/Bid prices must remain valid and firm for 60 days after bid deadline.  
8) The Respondent must sign the Proposal/Bid in ink and all corrections or alterations in units or prices must be initialed by the respondent in ink.  
9) If Proposal/Bid Amount exceeds the State Bid Threshold of: \$ 17,500.00  
Then the following items, a. and b., will apply if indicated here: n/a  
a. A Bid Guaranty/Bond will be required at 10% of Bid, but not to exceed \$20,000 (max), presented in a Certified Check or executed Bid Bond.  
If a Construction Contract exceeds \$100,000, then 5% is required. And,  
b. A Consent of Surety is required equal to 100% of the contract price.  
10) Regarding Only -- Invitation for Bids: n/a  
a. A Performance & Payment Bond totalling 100% of the Bid is required at the awarding from all contractors & subcontractors collectively.  
b. A Maintenance Bond is required prior to final payment (Construction Only).  
11) An Affirmative Action Cert. & Project Workforce Report (form-AA201) may be required at contract awarding & during term of contract.

**12.) REQUIRED FORMS & CERTIFICATES**

Failure to properly execute &amp; sign the following documents shall result in the rejection of the proposal or bid.

↓ [PLEASE INITIAL TO ACKNOWLEDGE COMPLIANCE]

- a.        IRS Form W-9 /  
b.        Owner Disclosure Statement-  
c.        "Debarment" Certification -  
d.        Certificate for Contracts, etc  
e.        Non-Collusion Affidavit -  
f.        Affirmative Action Statement & Affidavit -  
g.        Disclosure of Lobbying Activities-  
h.        Statement of Bidder's Qualification-  
i.        Drug-Free Workplace Affidavit-  
j.        Non-Default Affidavit-  
k.        HUD-5369 Instructions to Offerors -  
l.        HUD-5369-A, Statements of Bidders-  
m.        NJ Business Registration Cert.  
n.        Certificate(s) of Liability Insurance  
o.        Certificate(s) of Workers Comp Insurance  
p.        Iranian Certification  
q.        HUD 50071 Certification of Payments  
r.        HUD 5370 C  
s.        General Terms and Conditions  
t.        Acknowledgement of Addenda Sheet  
u.        Mandatory Equal Employment Opportunity  
v.        N/A

Required DOCs must also be filed by authorized subcontractors.

**PROPOSAL/BID TO BE COMPLETED BY RESPONDENT**

PLEASE TYPE OR PRINT IN INK.

13) Firm Name and Address

14) Federal Taxpayer ID Number

15) Telephone Number

16) E-Mail Address, if any

17) Fax Number

18a.) Proposal/Bid Amount In Words (BASE BID)

Please Type or Print Legibly

Dollars

18b.) Proposal/Bid Amount in Numbers  
(BASE BID) U.S. Currency Format

Please Type or Print Legibly

19) Date Price Guarantee Expires

18c.)

Alternates

ALTERNATE 1 -- if applicable

N/A

ALTERNATE 2 -- if applicable

N/A

ALTERNATE 3 -- if applicable

N/A

ALTERNATE 4 -- if applicable

N/A

**NOTE: DETAILED PRICING SHOULD BE REPORTED ON THE PROPOSAL/BID DETAIL SHEET***Signature of the Respondent attests that the Respondent has read, understands and agrees to all terms, conditions, and specifications set forth in this Request For Proposal/Invitation For Bid, including all addenda.*

20) ORIGINAL Signature of Respondent

21) Print/Type Name and Title

22) Date

# The Housing Authority Of The Borough Of Glassboro

100 Pop Moylan Blvd. Deptford, NJ 08096

## PROJECT SUMMARY

### PROJECT SITE(s):

#### GLASSBORO HOUSING AUTHORITY

Delsea Manor Apartments: 181 Delsea Manor Drive, Glassboro, New Jersey 08028

Summit Park Apartments: Williams & Grillo Streets, Glassboro, New Jersey 08028

Whitney Gardens Apartments: Williams & Grillo Streets, Glassboro, New Jersey 08028

### GENERAL WORK DESCRIPTION:

**AN OPEN-ENDED, AS NEEDED BASIS:  
PER APARTMENT VACANCY MAINTENANCE**

#### BID DUE DATE:

11/08/2023

10:00am

#### PLANS AVAILABLE:

10/06/2023

8:00:am

#### PROJECT DOCUMENTS:

Available online at [www.glassborohousing.org](http://www.glassborohousing.org) under Purchase Tab

**PERMITS:** Contractor is responsible to obtain all and/or any required work Permits, Licenses and Certifications: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, and Certificate of Approval upon completion. Permit fees are generally waived for Authority projects, should the contractor be charged a fee submit receipts for fee payments (if applicable).

**HOLD BID PRICE:** 60 Calendar Days after Bid Date

#### CONTRACT TIME:

1 Calendar Year from Notice To Proceed  
2: 1 Year Extensions

#### LIQUIDATED DAMAGES:

\$200.00

Per Calendar Day beyond contract termination date

#### MINORITY/SECTION 3 :

Specific Minority and Section 3 participation mandatory – See specifications

#### GUARANTEE PERIOD: 365

Calendar Days from substantial completion

#### INSURANCES: Specific insurances

required of the General Contractor and all subcontractors-See Specifications

**BONDING:** Bid Bond, Payment and Performance Bond, and Maintenance Bond shall be issued by a N.J. licensed Bonding Company that is listed by the U.S. Federal Government in U.S. Treasury Circular No. 570.

#### BID BOND AMOUNT:

5 % for Bid Amount over \$100K [not to exceed \$20,000]  
10% for Bid Amount under \$100K [not to exceed \$20,000]  
By Certified Check or Guarantee by N.J. Licensed Bonding Company listed in U.S. Treasury Circular 570.

**CONSENT OF SURETY:** Required at bid opening, by a Bonding Company licensed to do business in the State of New Jersey and listed in U.S. Treasury Circular 570, binding itself to become surety for full and faithful performance of the contract.

**PAYMENT and PERFORMANCE BOND:** 100 % of Total Contract Amount by a N.J. licensed Bonding Company is required for all for all bids exceeding \$100,000.00 and is required with a Consent of Surety award of contract.

**MAINTENANCE BOND AMOUNT:** 50 % of Total Contract Amount by a N.J. licensed Bonding Company

#### PREBID CONFERENCE:

None

#### SITE INSPECTION:

**CONTRACT DOCUMENT DESCRIPTION:** Contract documents consist of this set of specifications and a separately bound set of drawings and a form of proposal Consult drawing index for list of included drawing.

Form <b>PO 501a</b>	HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO <b>PROPOSAL/BID DETAIL SHEET</b>	RFP/BID <b>IFB 23-002</b>
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DESCRIPTION	OPEN ENDED/AS NEEDED: PER APARTMENT VACANCY MAINTENANCE & INTERIOR COMMON AREA MAINTENANCE
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PROPOSER/ BIDDER NAME:
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**PROPOSED/BID PRICING:**

	OPEN ENDED/AS NEEDED		PRICE
PROVIDE PER ITEM PRICE FOR ALL LABOR AND MATERIAL TO REMOVE, SUPPLY AND INSTALL LISTED ITEMS			
	CABINETS		
WALL	W9" x H30" x D12"	\$	
WALL	W12" x H30" x D12"	\$	
WALL	W15" x H30" x D12"	\$	
WALL	W18" x H30" x D12"	\$	
WALL	W21" x H30" x D12"	\$	
WALL	W24" x H30" x D12"	\$	
WALL	W27" x H30" x D12"	\$	
WALL	W30" x H30" x D12"	\$	
WALL	W33" x H30" x D12"	\$	
WALL	W24" x H15" x D12"	\$	

BID AMOUNT TO BE BASED ON SPEC PROVIDED IN THIS IFB
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I have read, understand and agree to all terms, conditions, and specifications set forth in this Request For Proposal / Invitation for Bid, including all addenda.

SUBMITTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

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DESCRIPTION	OPEN ENDED/AS NEEDED: PER APARTMENT VACANCY MAINTENANCE & INTERIOR COMMON AREA MAINTENANCE
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PROPOSER/ BIDDER NAME:
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**PROPOSED/BID PRICING:**

	OPEN ENDED/AS NEEDED		PRICE
PROVIDE PER ITEM PRICE FOR ALL LABOR AND MATERIAL			
TO REMOVE, SUPPLY AND INSTALL BELOW CABINET			
	CABINETS		
WALL	W30" x H15" x D12"	\$	
WALL	W33" x H15" x D12"	\$	
ADA BASE	W12" x H32.5 x D24"	\$	
ADA BASE	W15" x H32.5 x D24"	\$	
ADA BASE	W18" x H32.5 x D24"	\$	
ADA BASE	W24" x H32.5 x D24"	\$	
ADA BASE	W30" x H32.5 x D24"	\$	
ADA BASE	W30" x H32.5 x D24" (SINK BASE)	\$	
ADA BASE	W36" x H32.5 x D24" (SINK BASE)	\$	

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DESCRIPTION	OPEN ENDED/AS NEEDED: PER APARTMENT VACANCY MAINTENANCE & INTERIOR COMMON AREA MAINTENANCE
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PROPOSER/ BIDDER NAME:
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**PROPOSED/BID PRICING:**

	OPEN ENDED/AS NEEDED		PRICE
PROVIDE PER ITEM PRICE FOR ALL LABOR AND MATERIAL			
TO REMOVE, SUPPLY AND INSTALL BELOW ITEM			
	CABINETS		
ADA BASE	THREE DRAWER W15" x H32.5" x D24		\$
ADA BASE	THREE DRAWER W24" x H32.5" x D24		\$
WALL FILLER	W3" x H 3/4" x L30"		\$
BASE FILLER	W3" x H3/4" x L32.5"		\$
BASE FILLER	W6" x H3/4" x L32.5"		\$
TOE KICK	W4.5" x H1/4" x L96"		\$
SCRIBE	MOLDING W1.25" x H3/8" x L96"		\$
INSTALL	INSTALL AUTHORITY SUPPLIED SINK & FAUCET		\$
INSTALL	PER L/F PRICE TO SUPPLY AND INSTALL WILSONART		
	HIGH PRESSURE LAMINATE COUNTERTOP (OR EQUAL)		\$

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DATE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

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DESCRIPTION	OPEN ENDED/AS NEEDED: PER APARTMENT VACANCY MAINTENANCE & INTERIOR COMMON AREA MAINTENANCE
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PROPOSER/ BIDDER NAME:
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**PROPOSED/BID PRICING:**

	OPEN ENDED/AS NEEDED		PRICE
PROVIDE PER ITEM PRICE FOR ALL LABOR AND MATERIAL TO REMOVE, SUPPLY AND INSTALL LISTED ITEMS			
DEMO	PER S/F PRICE TO REMOVE 4x4 CERAMIC WALL TILE SET ON SHEETROCK		\$
DEMO	PER S/F PRICE TO REMOVE 4x4 CERAMIC WALL TILE SET ON CEMENT BOARD		\$
DEMO	PER S/F PRICE TO REMOVE MOSAIC CERAMIC TILE SET ON CEMENT		\$
DEMO	PER S/F PRICE TO REMOVE METAL LATH AND MORTAR INSTALLED 4x4 CERAMIC WALL TILE TO STUD		\$
DEMO	PER S/F PRICE TO REMOVE EXISTING SHEETROCK TO STUD		\$
DEMO	PER S/F PRICE TO REMOVE EXISTING CEMENT BOARD TO STUD		\$
DEMO	REMOVE AND DISPOSE OF TUB, TUB FIXTURES, (4) GRAB BARS TOWEL BAR, TOILET, TOILET FLANGE, TOILET PAPER HOLDER, SINK (AS NEEDED), FIXTURES, SHUTOFF VALVES, MEDICINE CABINET, ACRYLIC TUB SURROUND 3 PANEL		\$

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SUBMITTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRINT NAME & TITLE: \_\_\_\_\_



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PROPOSER/ BIDDER NAME:
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**PROPOSED/BID PRICING:**

	OPEN ENDED/AS NEEDED		PRICE
PROVIDE PER ITEM PRICE FOR ALL LABOR AND MATERIAL TO REMOVE, SUPPLY AND INSTALL LISTED ITEMS			
INSTALL	PER S/F PRICE TO SUPPLY AND INSTALL GREY 1/4" SHEETROCK	\$	
INSTALL	PER S/F PRICE TO SUPPLY AND INSTALL GREY 3/8" SHEETROCK	\$	
INSTALL	PER S/F PRICE TO SUPPLY AND INSTALL GREY 1/2" SHEETROCK	\$	
INSTALL	PER S/F PRICE TO SUPPLY AND INSTALL 1/4" CEMENT BOARD	\$	
INSTALL	PER S/F PRICE TO SUPPLY AND INSTALL 1/2" CEMENT BOARD	\$	
INSTALL	PER S/F PRICE TO SUPPLY AND INSTALL SHEETROCK FINISHED SEAMS	\$	
INSTALL	SUPPLY AND INSTALL ACCESSIBILITY PROFESSIONALS FREEDOM SHOWER LEFT / RIGHT DRAIN 60" x 31" (+/-) 5 PANEL INSERT (OR EQUAL)	\$	
INSTALL	SUPPLY AND INSTALL ACCESSIBILITY PROFESSIONALS FREEDOM 24" x 15" FOLDING BENCH w/ LEGS PHENOLIC SLATTED WHITE (OR EQUAL)	\$	

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PROPOSER/ BIDDER NAME:
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PROPOSED/BID PRICING:

	OPEN ENDED/AS NEEDED		PRICE
PROVIDE PER ITEM PRICE FOR ALL LABOR AND MATERIAL TO REMOVE, SUPPLY AND INSTALL LISTED ITEMS			
INSTALL	SUPPLY AND INSTALL SHOWER FLANGE INSERT KIT		\$
	ACCESSIBILITY PROFESSIONALS (OR EQUAL)		
INSTALL	SUPPLY AND INSTALL MOEN COMMERCIAL 8346 HANDHELD		\$
	SHOWER KIT WITH GLIDE BAR (OR EQUAL)		
INSTALL	SUPPLY AND INSTALL NEW SINGLE LEVER LAVATORY FAUCETS		\$
	MOEN ALDER WS84503 (OR EQUAL)		
INSTALL	SUPPLY AND INSTALL NEW QUARTER TURN BALL VALVE STOPS		\$
	BRASSCRAFT KTR19 (OR EQUAL)		
INSTALL	SUPPLY AND INSTALL NEW FLEXIBLE STAINLESS STEEL		\$
	HOSE LINE CONNECTION ZURN Z8862 (OR EQUAL)		
INSTALL	INSTALL AUTHORITY SUPPLIED FLIP UP 29" STAINLESS STEEL		\$
	CHROME WALL MOUNT GRAB BAR		
INSTALL	INSTALL AUTHORITY SUPPLIED W21" x L18" WALL MOUNT		\$
	SINK		

BID AMOUNT TO BE BASED ON SPEC PROVIDED IN THIS IFB
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SUBMITTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
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PROPOSER/ BIDDER NAME:
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**PROPOSED/BID PRICING:**

	OPEN ENDED/AS NEEDED		PRICE
PROVIDE PER ITEM PRICE FOR ALL LABOR AND MATERIAL TO REMOVE, SUPPLY AND INSTALL LISTED ITEMS			
INSTALL	SUPPLY AND INSTALL MOEN EVA STAINLESS STEEL GRAB BAR (OR EQUAL)		
	12"		\$
	16"		\$
	18"		\$
	24"		\$
	36"		\$
	42"		\$
INSTALL	SUPPLY AND INSTALL ZURN 28946NT PROTECTIVE PIPING AND VALVE COVERS (OR EQUAL)		\$
INSTALL	SUPPLY AND INSTALL KETCHAM 174HC ADA COMPLIANT MIRROR MEDICINE CABINET SURFACE MOUNT H24" x W19" (OR EQUAL)		\$
INSTALL	SUPPLY AND INSTALL NEW TOILET FLANGE		\$
INSTALL	INSTALL AUTHORITY SUPPLIED ADA TOILET		\$

<b>BID AMOUNT TO BE BASED ON SPEC PROVIDED IN THIS IFB</b>
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I have read, understand and agree to all terms, conditions, and specifications set forth in this Request For Proposal / Invitation for Bid, including all addenda.

SUBMITTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PRINT NAME & TITLE: \_\_\_\_\_



# TECHNICAL SPECIFICATIONS

## **Introduction**

The Glassboro Housing Authority (hereinafter the "Authority") is seeking sealed bids from qualified, licensed, and insured bidders to provide all coordination, supervision, material, and services required for the improvement and MAINTENANCE of interior common area flooring, apartment flooring, kitchens, and bathrooms as needed per vacancy. The Authority has 104 units across three properties with an annual vacancy average of 8%. However, there can be no minimum number of units specified, implied, or guaranteed and work will be on an as needed basis.

The contractor is to take into consideration that all properties are occupied with senior residents and their safety while walking the grounds is of the utmost importance. All pathways and public areas are to be kept clear and safely maintained. Corridors are to remain accessible during the installation and all materials stored and stacked in a safe area as coordinated with property management. If space is not available to store materials contractor shall provide container in parking lot. All debris and waste to be disposed of by contractor.

## **Interpretations and Addenda**

Respondents are expected to examine the IFB and observe all its requirements. All questions concerning the meaning or intent of this IFB shall be in writing submitted by the bidder. All interpretations and clarifications considered necessary by the Authority in response to such comments and questions will be issued by Addenda via one or more of the following methods: e-mail; website; certified mail; or delivered to all parties recorded as having received the IFB package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

## **Proposal Submission**

Clearly mark the sealed submittal package with the "DATE, TIME, TITLE and NUMBER" of this IFB and the company name. Only those IFB responses received prior to or on the submission date will be considered. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

### **Submission Date and Time:**

NOVEMBER 8, 2023 10:00am

### **Submission Office:**

Housing Authority of Gloucester County  
100 Pop Moylan Boulevard  
Deptford, New Jersey 08096

## **Rejection of Proposals**

The Authority reserves the right to reject any or all submittals, or to reject any submittals if the evidence submitted by, or investigation of such respondent fails to satisfy the Authority that such respondent is properly qualified to carry out the obligations of the IFB and to complete the work contemplated therein. Any and all exclusions, deletions or changes to the specifications, scope of work or required submitted documents included in the IFB will render the submittal as "Not Responsible/Non-responsive" and will be subject to disqualification from the Bid Process.

## **Contract / Contract Extension**

The successful respondent shall be awarded a one (1) year contract. Upon mutual agreement of the Authority and the contractor an extension for one additional one-year contract will be considered. The contemplated extension will be in accordance with the terms and conditions of the current contract.

### **Pricing Structure**

The respondent shall detail its pricing as outlined on the Proposal/Bid Detail Sheets Form 501a. All prices are firm and not subject to negotiations during the life of the open ended as needed Contract.

### **Installation**

Contractor shall supply and install all required expertise, labor, tools, equipment, materials and services required to provide a complete replacement in accordance with the specifications and interior finish schedules, Municipal codes and regulations and satisfactory workmanship to the Authority. Work shall be installed and completed per manufacturers specifications.

### **Use of Premises**

During the construction period the contractor shall have partial use of the existing building. Contractor to coordinate staging areas and building access with the designated Authority representative before commencement of work or material delivery. Any damage will be repaired and/or replaced and cost passed on to contractor. Contractor shall be issued an apartment key for access and take full responsibility of replacement fee if the assigned key is lost and/or stolen. Contractor will immediately notify the Authority contact person if key is lost and or stolen. Work hours are subject to Township ordinance, Monday through Friday, No Weekends and/or Holidays permitted.

### **Submittals**

Make submittals for all product samples and allow (7) seven days for each submittal review. No extension of the contract time will be authorized because of failure to transmit submittals enough in advance of the work to permit processing. Indicated in the documentation will be the type, size, rating, style, catalog number, manufacturers' names, photos, and/or catalog data sheets for all items proposed to meet these specifications. No equipment shall be ordered or installed on the premises without that approval.

### **Product Delivery, Storage and Handling**

Deliver, store and handle products using means and methods that will prevent damage, deterioration and loss including theft. Comply with manufacturer's written instructions. Schedule delivery to minimize long-term storage at Project Site and to prevent overcrowding of construction spaces. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged or sensitive to deterioration, theft and other losses. Deliver Products to Project Site in an undamaged condition in manufacturer's original sealed container or other packaging system complete with labels and instructions for handling, storing, unpacking, protecting and installing. Inspect products on delivery to ensure that products are undamaged and properly protected. Store products to allow for inspection and measurement of quantity or counting of units. Store materials in a manner that will not endanger project structure. Store products that are subject to damage by the elements under cover in a weather tight enclosure above ground with ventilation adequate to prevent condensation. Comply with product manufacturers written instructions for temperature, humidity, ventilation and weather protection requirements for storage.

### **Site Coordination**

Schedule delivery to minimize long term storage at Project Site and to prevent overcrowding of construction spaces. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged or sensitive to deterioration, theft and other losses. Deliver Products to Project Site in an undamaged condition in manufacturer's original sealed container or other packaging system complete with labels and instructions for handling, storing, unpacking, protecting and installing. Inspect products on delivery to ensure that products are undamaged and properly protected. Contractor to notify Authority representative if product is delivered damaged.

## **Warranty**

Warranty for all installation and workmanship to be guaranteed for a minimum of one (1) year from date of substantial completion, unless otherwise specified. Warranties shall be in addition to, and run concurrent with, other warranties required by the contract documents. Manufacturer's disclaimers and limitations on product warranties do not relieve contractor of obligations under requirements of the contract documents.

## **Existing Conditions**

Before beginning work, investigate and verify the existence and location of any obstructions affecting the work. Examine walls and floors, for suitable conditions where products are to be installed. Proceed with installation only after unsatisfactory conditions have been reported to the Authority contact person and corrected. Proceeding with the work indicates acceptance of surfaces and conditions.

## **Permits**

Contractor is responsible to obtain all and/or any required work Permits, Licenses and Certifications: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, and Certificate of Approval upon completion. Permit fees are generally waived for Authority projects, should the contractor be charged a fee submit receipts for fee payments (if applicable).

## **Temporary Conditions**

Contractor to have use of building utilities during work related times provided it does not interfere with the normal functioning of the building or cause any hazards. Any areas which are not accessible contractor to provide all necessary means to accomplish task.

Should contractor provide any temporary facilities of utilities that cost or use charges are not chargeable to Owner and shall be included in the Contract Sum. All temporary items are to be properly installed in accordance with all codes and standards relevant to item.

## **Product Substitutions**

Owner will consider Contractor's request for substitution when substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations; does not require extensive revisions to the Contract Documents; is consistent with the Contract Documents and will produce indicated results; is fully documented and properly submitted; will not adversely affect Contractor's Construction Schedule; has received necessary approvals of authorities having jurisdiction; is compatible with other portions of the Work; has been coordinated with other portions of the Work; and provides specified warranty.

## Scope of Work

Construction is to take place across three properties on an as needed basis. Contractor shall have five days to schedule and submit estimate pricing for review upon receiving notification from the Authority of interior common area and/or apartment vacancy work.

Contractor shall not start any work nor will the contractor order material until a site-specific purchase order is supplied by the Authority.

## Site List

1. **Delsea Manor Apartments**  
181 Delsea Manor Drive, Glassboro, New Jersey 08028 (40 Units)
2. **Summit Park Apartments**  
Williams & Grillo Streets, Glassboro, New Jersey 08028 (40 Units)
3. **Whitney Gardens Apartments**  
Williams & Grillo Streets, Glassboro, New Jersey 08028 (24 Units)

**Kitchen:** Contractor shall supply all required expertise, labor, tools, equipment, materials and services required to provide a complete kitchen cabinet and countertop replacement. **Pricing shall be submitted on the Proposal/Bid Detail Sheet 501a Form.**

The work shall include, but shall not necessarily be limited to, the following on an as needed basis:

- Disconnect all plumbing.
- Remove and dispose of existing kitchen sink and faucet off site.
- Remove and dispose of existing countertops off site.
- Remove and dispose of all base and wall cabinets off site.
- Supply and Install Mid-America (or equal) Severe Use ADA Wall and Base Cabinets per manufacturers specifications (Color to be owners choice).
- Remove, supply and install new water shut off valves.
- Supply and Install Wilsonart High Pressure Laminate (or equal) countertop with 4" backsplash per manufacturers specifications (Color to be owners choice)
- Countertop to be set on a bead of silicone caulk and secured per manufacturers specifications.
- Install per manufacturers specifications Authority supplied sink and faucet and connect to plumbing and test for leaks.
- All gaps and/or edges between the cabinets, countertop, backsplash, sink and wall to be sealed with a paintable silicone sealant. (Color owners choice)

The contractor shall carefully inspect all surfaces for square, level and condition prior to installing and/or applying contractor materials to ensure the surfaces provided are sufficient and satisfactory to provide a high-quality finished product free from defects.

The contractor is to immediately report any substandard surface to the site superintendent and not proceed until the defect is corrected in accordance with acceptable standards by the contractor. The contractor shall ensure all installations are completed in a neat and workmanlike manner to a high quality of installation. **The contractor is to wipe down all countertops, cabinets and all installation areas upon completion.**

**Bathroom:** Contractor shall supply all required expertise, labor, tools, equipment, materials and services required to provide a complete bathroom maintenance. Pricing shall be submitted on the Proposal/Bid Detail Sheet 501a Form.

The work shall include, but shall not necessarily be limited to, the following on an as needed basis:

- Disconnect all plumbing.
- Remove and dispose of all existing mosaic ceramic floor off site.
- Remove and dispose of ceramic 4x4 wall tile off site.
- Remove and dispose of tub, tub fixtures, grab bars, towel bar, toilet, toilet flange, sink (as needed), fixtures, ceramic soap dish, ceramic toothbrush holder, medicine cabinet and acrylic tub surround panels off site.
- Remove all sheetrock and/or cement board down to stud in designated work area and remove off site.
- Remove and dispose of off site all metal lath and mortar installed wall tile to stud.
- Prep all work areas to receive new materials to complete project.
- Supply and install as needed style selections chique gris 12" x 12" glazed white/gray marble look shower/bathroom floor tile. (or equal)
- Tile to have PEI rating of 4 for heavy traffic in residential settings.
- All floor tile to be Dynamic Coefficient of Friction, DCOF equal to or greater than 0.61 which exceeds industry standards for slip resistance.
- Supply and install 4x4 and/or 6x6 ceramic wall tile to cement board and/or sheet rock (color to be owners choice)
- Contractor to submit three samples of tile for Authority review.
- Supply and install as needed cement board per manufacturers specification.
- Supply and install as needed sheetrock per manufacturers specification.
- Supply, install and connect to plumbing per manufacturer specification Accessibility Professionals Freedom Accessible Shower Left/Right Drain.
- Supply and Install Accessibility Professionals (or equal) 24" x15" Folding Bench with legs, Phenolic Slatted white.
- Supply and Install Moen Handheld Showerhead Kit with Glide Bar 8346 (or equal)
- Supply and install protective covers for ADA lavatory piping and valves: Model 28946-NT by Zurn or equal
- Supply and Install accessibility professionals Flange trim kit for showers (or equal)
- Supply and install new single lever Lavatory Faucets, Moen, Adler Series, Model WS84503 (or equal)
- Supply and install new quarter turn ball valve stops for lavatory and toilet fixture connections: Model #KTR19 by Brasscraft (or equal)
- Supply and install lavatory trap with new 2" Caulkless Drain and Strainer Accessibility Professionals Freedom Shower (or equal)
- Supply and install new flexible stainless steel braided hose lines for lavatory and toilet connections Model #Z8862 by Zurn (or equal)
- Supply and install Authority supplied flip up Moen Commercial Stainless Steel Chrome 29-in Stainless Chrome Wall Mount
- Supply and install Moen Eva Stainless Steel Chrome 12", 16", 18", 24", 36", 42" (ADA Compliant Grab Bar) (or equal) as needed
- Supply and install Authority supplied ADA Compliant Ketcham 174HC Medicine Cabinet or equal H24" x W19" surface mount medicine cabinet as needed



## General Notes

1. Contractor shall be responsible for all dimensions and coordination of existing conditions with new installation of all equipment etc.
2. Contractor to field verify all dimensions and conditions where possible. The term "Provide" infers supply and install.
3. Contractor responsible to patch and or repair all surfaces and materials that may be damaged or removed due to installation needs of new design, layout or equipment. Final surface repair to match original new condition.
4. Hours of construction to comply with local jurisdiction regulations for exterior conditions.
5. All work to comply with all codes and agencies having jurisdiction. Contractor is responsible for obtaining all permits as required. Any work not in compliance with related codes or agencies having jurisdiction to be corrected at contractor's expense to satisfaction of officials. Final inspection and Certificate of Approval or Certificate of Occupancy are required to be submitted to owner prior to final payment.
6. Contractor to use materials of the highest quality and made in the USA when possible.
7. Contractor to install all items per manufactures specifications
8. Owner has right to reject all or any work that is not in compliance with specifications and or accepted industry standards and to withhold payment associated with deficiency until rectified.
9. Contractor to notify owner upon discovery of deficient structural, mechanical or electrical conditions and not to proceed until problem has been rectified.
10. Job site to be cleaned and organized daily.
11. All debris to be removed from site daily or stored in a dumpster.
12. Contractor responsible to maintain a secure and safe site. All corridors to remain clear for residents to egress.
13. All hazardous conditions to be protected and clearly made known to all residents.
14. Contractor to secure areas of work as needed to provide safety for the residents.
15. Construction is to take place across three properties on an as needed basis.
16. Contractor shall have five days to schedule and submit estimate pricing for review upon receiving notification from the Authority of interior common area and/or apartment vacancy work.
17. Contractor shall not start any work nor will the contractor order material until a site-specific purchase order is supplied by the Authority.
18. This is an open-ended on an as needed basis contract and there can be no minimum number of units specified, implied, or guaranteed.



# Specifications

## DESCRIPTION

- Chrome plated metal construction
- Pressure balancing cycle valve design with 1/4 turn stops
- Contains: hand-held shower with non-positive pause, 30" slide bar, drop ell, 69" metal hose and mounting hardware
- Slide bar is **NOT DESIGNED TO BE A GRAB BAR**
- Supplied with vandal resistant screws
- Quick cleaning rubber nozzles

## OPERATION

- Temperature valve has ADA compliant lever style handle
- Handle operates counterclockwise through a 270° arc with off at 6 o'clock, and maximum hot at the 9 o'clock position. Shut off in clockwise direction
- Adjustable temperature limit stop
- Pressure balancing mechanism maintains selected discharge temperature to  $\pm 2^\circ$
- Single function spray pattern
- Easy to operate pause button (reduces the flow of water to a trickle)


## FLOW

- 8346 (2.5gpm/9.5 lpm)
- 8346EP15 (1.5gpm/5.7 lpm); WaterSense® Certified

## CARTRIDGE

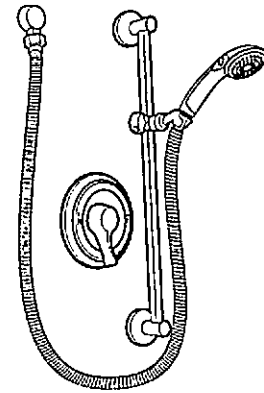
- 1222HD brass cartridge design
- Brass construction with stainless steel materials
- Accommodates back-to-back installations

## STANDARDS

- Third party certified to ASME A112.18.1/CSA B125.1 and all applicable requirements referenced therein
- Backflow prevention compliance through ASME A112.18.3
- ADA  for lever handle

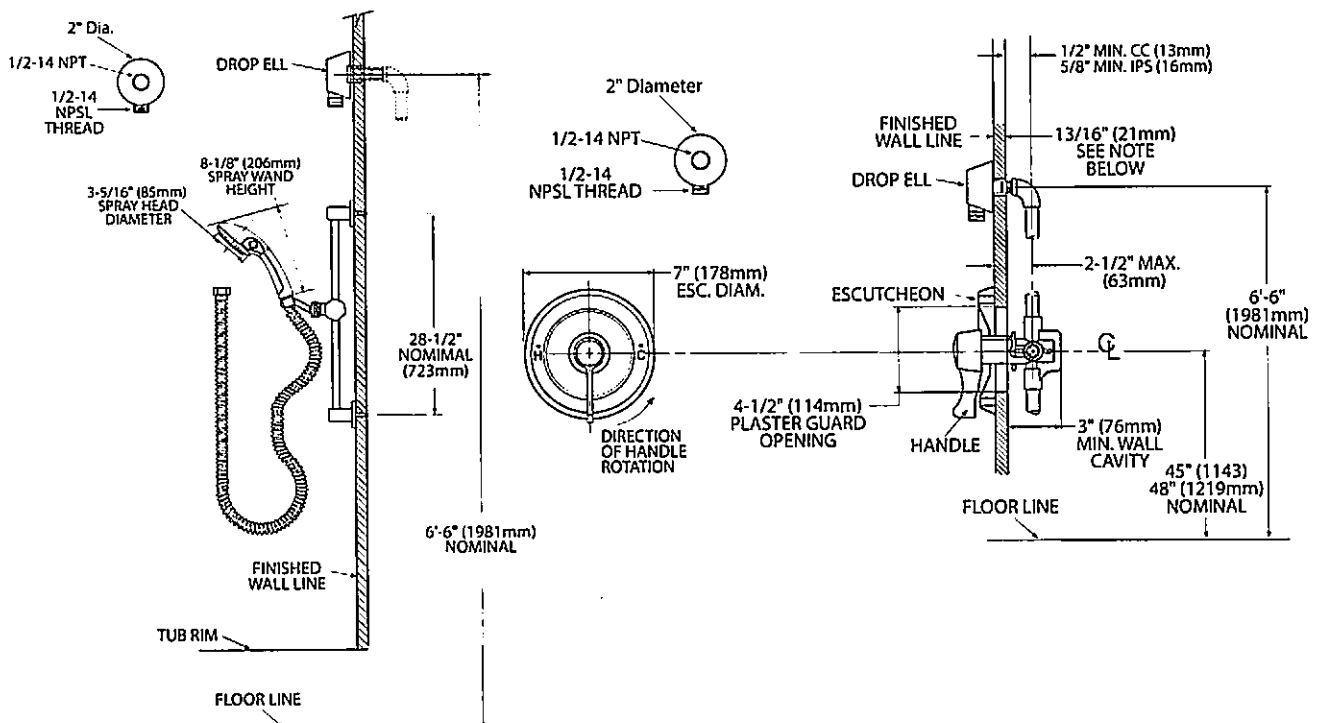
## WARRANTY

- Warranted for 5 years against material or manufacturing defects



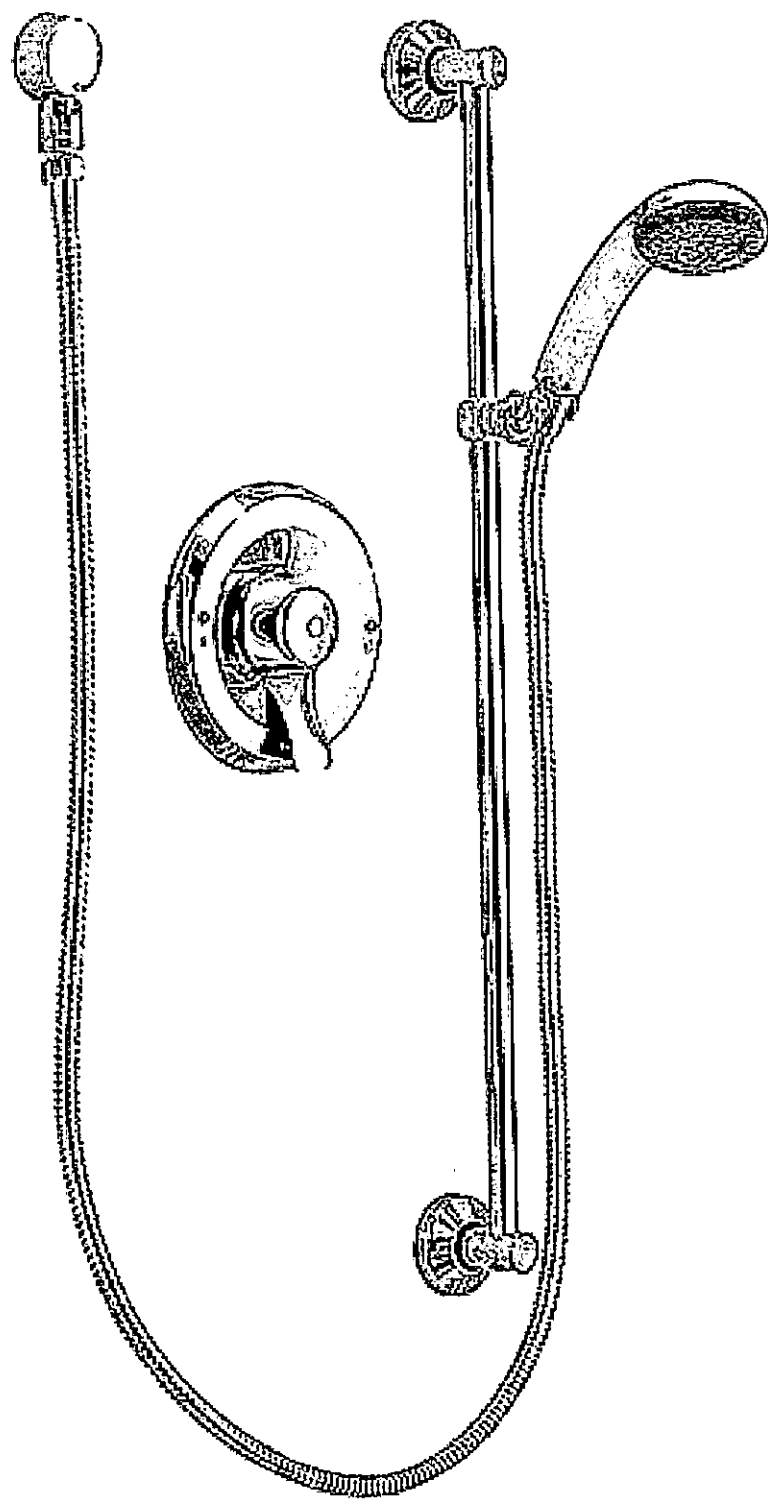
## Single-Handle Pressure Balancing Shower Valve With Hand-Held Shower System

Model: 8346, 8346EP15



## CRITICAL DIMENSIONS

(DO NOT SCALE)



# Grab Bar Buying Guide

## Who Should Use Grab Bars?

Everyone! People of all ages and abilities can benefit from using grab bars.

## What Can A Grab Bar Do For You?

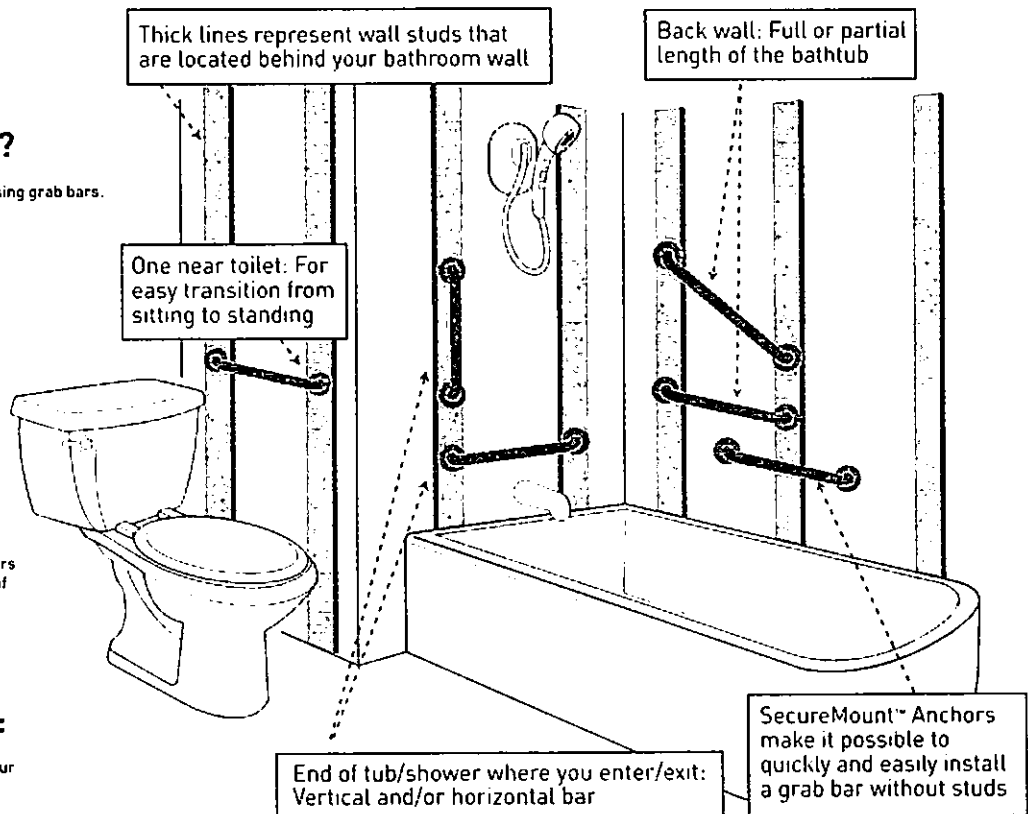
- Reduce your risk of falling in the tub or shower.
- Help you steady yourself while getting into and out of the bathtub or shower.
- Assist in safely lowering and raising yourself from a seated position.

## Triple Your Safety.

It is recommended that bathrooms be equipped with grab bars in the tub, by the toilet and in transition. Get a complete set of Moen® Home Care® grab bars.

## Things To Consider When Selecting Your Grab Bar(s):

- **Length:** Select a grab bar that is the suitable length for your bath or shower area.
- **Finish & Style:** Consider a grab bar that matches your faucet and other fixtures.
- **Weight Capacity:** Choose a grab bar that at least meets ADA requirements (250 lb.). SecureMount™ Grab Bars have a 500 lb. weight-pull capacity that exceeds ADA requirements (when securely installed per instructions).
- **Installation:** SecureMount™ Grab bars have a design that allows for secure installation into a stud or wood backing when installed at any angle. When using SecureMount™ Anchors, there is no need for installation into a stud or wood backing.
- **Grip Surface:** Consider a grab bar with a textured surface or grip feature that provides a better hold in a wet bathroom environment.



Note: Wall stud spacing may vary

**MOEN**  
HOME CARE

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## POSI-TEMP TUB AND SHOWER VALVES

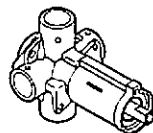
MODELS 2300, 2500, 8300, L2300, 62300 Series  
 These instructions must be left with the homeowner

## VÁLVULAS POSI-TEMP PARA TINA Y REGADERA

Serie 2300, 2500, 8300, L2300, 62300  
 Estas instrucciones deben permanecer con el propietario de la casa

## SOUPAPES POSI-TEMP POUR DOUCHE ET BAIGNOIRE

Séries 2300, 2500, 8300, L2300, 62300  
 Ces directives doivent être remises au propriétaire.



\*The PEX fittings in the PEX valves (62360, 62380) have been third party certified by CSA using the following: Nibco® and U.S. Brass QUESTPEX 1/2" Cu crimp rings and CSA certified 1/2" PEX tubing. Crimps were made using Nibco® PEXlink 1/2" crimp tool in accordance with the Nibco® instructions.

\*El organismo externo CSA certifica que los accesorios PEX en las válvulas PEX (62360, 62380) utilizan los siguientes: anillos de pliegue de cobre Nibco® y latón U.S. QUESTPEX® de 1/2" (1.27 cm) y tubería PEX de 1/2" (1.27 cm) certificada por CSA. Los anillos de pliegue fueron fabricados usando una herramienta de pliegado Nibco® PEXlink® de 1/2" (1.27 cm) de acuerdo a las instrucciones Nibco®.

\*Les raccords PEX de ces soupapes (62360, 62380) ont été homologués par une tierce partie, la CSA, à l'aide des pièces suivantes: Anneaux de sertissage en cuivre de 12,7 mm Nibco® et QUESTPEX, laiton américain, de 12,7 mm et tube PEX de 12,7 mm homologué par la CSA. Les sertissages ont été effectués à l'aide d'un outil de sertissage de 12,7 mm PEXlink Nibco® selon les directives de Nibco®.

### English

### Español

### Français

#### HELP LINE

**STOP** Please do not return this product to the store.

If you need installation assistance, replacement parts or have questions regarding our warranty, please call our Product Consultants at:  
**U.S.: 1-800-289-6636**  
 Monday - Friday 8:00 a.m. to 8:00 p.m. EST  
 Saturday 9:00 a.m. to 5:30 p.m. EST  
 Or e-mail us at:  
[moenwebmail@moen.com](mailto:moenwebmail@moen.com)  
 Be sure to visit our website at  
[www.moen.com](http://www.moen.com)  
**Canada 1-800-465-6130**  
 Monday - Friday 7:30 a.m. to 8:00 p.m. EST  
 Or e-mail us at: [cantsd@moen.com](mailto:cantsd@moen.com)  
 Be sure to visit our website at  
[www.moen.ca](http://www.moen.ca)

**CAUTION — TIPS FOR REMOVAL OF OLD FAUCET:** Always turn water supply OFF before removing existing faucet or disassembling the valve. Open faucet handle to relieve water pressure and ensure that complete water shut-off has been accomplished. For electrical products shut off power supply before removal of faucet or faucet controller.

#### LÍNEA DE AYUDA

**ALTO** Por favor no devuelva este producto a la tienda.

Si necesita ayuda para la instalación, piezas de repuesto o tiene alguna pregunta relacionada con nuestra garantía, por favor llame a nuestros asesores de producto al:  
**En la República Mexicana:**  
**01-800-718-4345**  
 Lunes a viernes de 8:00 a.m. a 6:00 p.m. hora Central  
 O envíenos un correo electrónico a:  
[Assistance.Mexico-Technical@moen.com](mailto:Assistance.Mexico-Technical@moen.com)  
 Visite nuestra página de Internet:  
[www.moen.com.mx](http://www.moen.com.mx)

Quando ordene piezas, por favor especifique los acabados.

**PRECAUCIÓN — CONSEJOS PARA CAMBIAR LA LLAVE MEZCLADORA.** Siempre CIERRE la toma de agua antes de quitar la llave existente o desmontar la válvula. Abra la llave para liberar la presión, y asegúrese de que esté bien cerrada el agua.

#### SERVICE À LA CLIENTÈLE

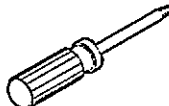
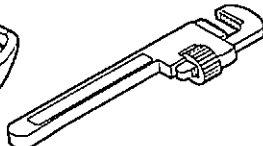
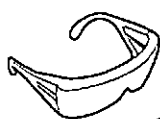
**ARRÊT** Prière de ne pas retourner ce produit au magasin.

Pour obtenir de l'aide pour l'installation, le remplacement de pièces ou pour toute question concernant notre garantie, appeler un de nos spécialistes des produits:  
**Toronto : (905) 829-3400**  
**Ailleurs au Canada: 1 800 465-6130**  
 Du lundi au vendredi : 7 h 30 à 20 h, HE  
 Ou par courriel à l'adresse : [cantsd@moen.com](mailto:cantsd@moen.com)  
 Visitez notre site web à l'adresse [www.moen.ca](http://www.moen.ca)

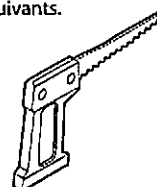
**ATTENTION — SUGGESTIONS POUR ENLEVER L'ANCIEN ROBINET:** Toujours couper l'alimentation en eau avant d'enlever ou de démonter le robinet. Ouvrir le robinet pour libérer la pression d'eau et pour s'assurer que l'alimentation en eau a bien été coupée.

#### HELPFUL TOOLS

For safety and ease of faucet replacement, Moen recommends the use of these helpful tools.



Thread seal tape  
 Cinta para sellar roscas  
 Ruban pour joints filetés



#### HERRAMIENTAS ÚTILES

Para que el cambio de la llave sea fácil y seguro, Moen le recomienda usar estas útiles herramientas.

#### OUTILS UTILES

Par mesure de sécurité et pour faciliter l'installation, Moen suggère l'utilisation des outils suivants.

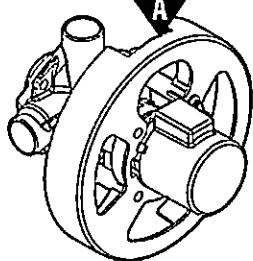


Buy it for looks. Buy it for life.®

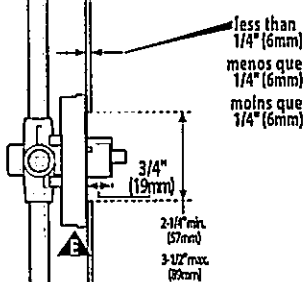
**Thin wall installation**  
**Instalación fina de la pared**  
**Installation mince de mur**

Wall less than 1/4" (6mm)  
 Pared menos que 1/4" (6mm)  
 Mur moins que 1/4 po (6mm)

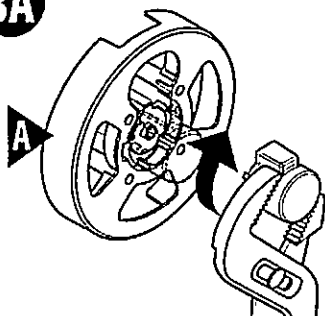
**1A**



**2A**



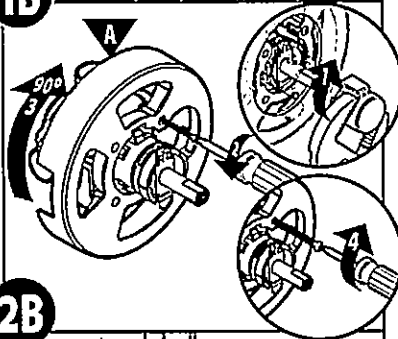
**3A**



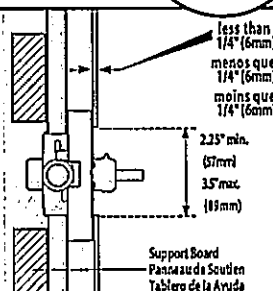
**Thin wall installation with 2x4 support**  
**Instalación fina de la pared con el tablero 2x4**  
**Installation mince de mur avec le panneau**

Wall less than 1/4" (6mm) w/ 2x4 support  
 Pared menos que 1/4" (6mm) con el tablero 2x4  
 Mur moins que 1/4 po (6mm) avec le panneau 2x4

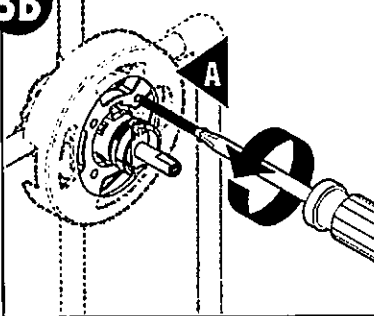
**1B**



**2B**



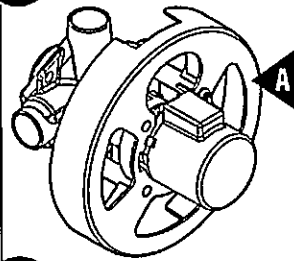
**3B**



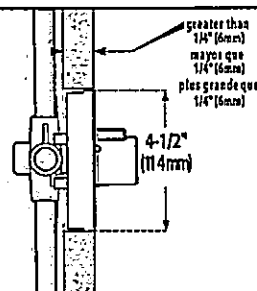
**Thick wall installation**  
**Instalación gruesa de la pared**  
**Installation épaisse de mur**

Wall greater than 1/4" (6mm)  
 Pared mayor que 1/4" (6mm)  
 Mur plus grand que 1/4 po (6mm)

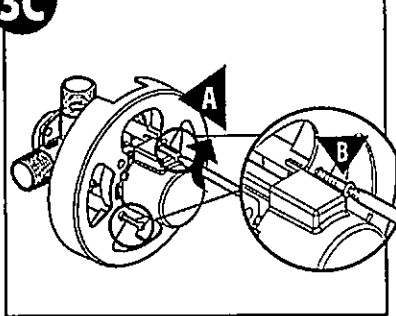
**1C**



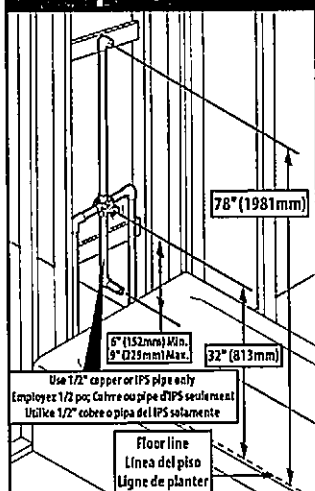
**2C**



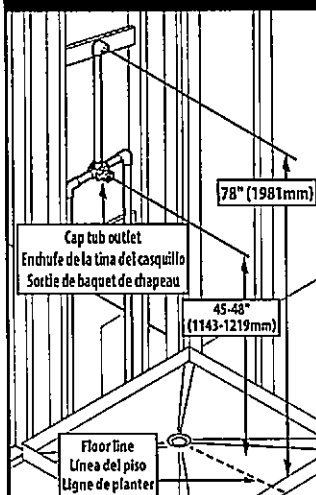
**3C**



## Tub/Shower Tina/Ducha Baquet/Douche

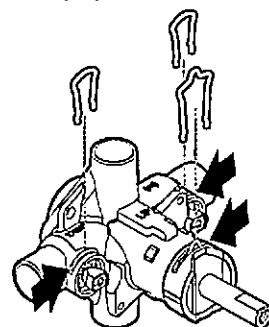


## Shower Only Ducha solamente Douche seulement



## IMPORTANT / IMPORTANTE / IMPORTANT

Required for Installation  
Necesario para la instalación  
Requis pour l'installation



## ENGLISH

If a tub spout is installed, the drop and lookout must be 1/2" copper or 1/2" IPS pipe.

### Measurements

The front face of the plaster ground is a reference point for a nominal 5/8" thick finished wall with the supply piping centerline nominal 1-11/16" from the face of the stud. Maximum wall thickness can only be obtained with minimum distances from face of stud to centerline of piping. For finished walls thicker than illustrated, use handle extension kit 96945 for wall thickness 1-7/8" to 2-7/8". Use handle kit 96955 for wall thickness 2-7/8" to 3-7/8".

**CAUTION:** Always turn water off before disassembling the valve. Open valve handle to relieve water pressure and to insure that complete water shut-off has been accomplished.

## Flushing

**Important:** Before closing wall openings, pressure test valve and complete system using flushing instructions.

Pipe chips, sand and other solids found in new and renovated plumbing can damage the sealing surfaces of the cartridge causing leakage or spool blockage. To avoid damage, **DO NOT TURN ON SUPPLY VALVES** until instructed.

Make sure both hot and cold supplies are off. Rotate cartridge stem until the notch flat points up to relieve pressure and insure complete shut-off. Remove the cartridge. Slowly turn on both hot and cold supplies and flush out the body and lines. Close the hot and cold supplies and replace cartridge. Turn on both supplies and check the system for leaks.

## ESPAÑOL

Si se instala un Surtidor Deslizable de Moen, la bajada y el niple a la vista deben ser de cobre de 1/2 pulgada (12,7 mm) o de tubería IPS de 1/2 pulgada (12,7 mm).

### Medidas

La cara anterior de la plantilla de yeso es un punto de referencia para un espesor nominal de la pared acabada de 5/8" (15,8 mm) con la línea central de la tubería de alimentación a una distancia nominal de 1-11/16" (42,8 mm) de la cara del tirante. El espesor máximo de la pared sólo se puede lograr con distancias mínimas entre la cara del tirante y la línea central de la tubería. Para paredes acabadas más gruesas que las ilustradas, use el Juego de extensión del maneral 96945 para paredes de 1-7/8" (47,6 mm) a 2-7/8" (73 mm). Use el Juego de maneral 96955 para paredes con espesor de 2-7/8" (73 mm) a 3-7/8" (98,4 mm).

**ADVERTENCIA:** Desconecte siempre el agua antes de desarmar la válvula. Abra el maneral de la válvula para desahogar la presión del agua y asegurarse de que se ha logrado un corte completo de la misma.

## Enjuague

**IMPORTANTE:** Antes de cerrar las aberturas de la pared, pruebe a presión la válvula y el sistema completo siguiendo las instrucciones de enjuague.

Las rebabas, arena, piedras y otros sólidos presentes en las tuberías nuevas o renovadas pueden dañar las superficies de sellado del cartucho y causar fugas o bloqueo del carrete. Para evitar daños, **NO ABRA LAS VÁLVULAS DE SUMINISTRO** hasta que se le indique a continuación:

Asegúrese de que las líneas de alimentación de agua fría y caliente estén cerradas. Haga rotar el vástago del cartucho hasta que la muesca plana apunte hacia arriba para aliviar la presión y asegurar el cierre completo. Retire el cartucho. Lentamente abra ambas líneas de alimentación de agua fría y caliente y enjuague el cuerpo y las líneas. Cierre las líneas de alimentación fría y caliente y vuelva a colocar el cartucho. Abra ambas líneas de alimentación y revise el sistema para ver si hay fugas.

## FRANÇAIS

Si on installe un bec de baignoire, la colonne descendante et le mamelon doivent être des tuyaux en cuivre ou IPS de 13 mm.

### Dimensions

Le devant de l'arrêt d'enduit est un point de référence pour un mur fini d'une épaisseur suggérée de 16 mm et un axe de tuyau d'alimentation d'une valeur nominale de 26,3 mm po à partir du devant du poteau. L'épaisseur murale maximale ne peut être obtenue que si la distance entre le devant du poteau et l'axe du tuyau est minimale. Pour les murs finis plus épais que celui illustré : utiliser la troussée d'extension de poignée 96945 pour un mur de 48 mm à 2-7/8 po d'épaisseur; la troussée de poignée 96955 pour un mur de 73 mm po à 3-7/8 : 98mm po d'épaisseur.

**ATTENTION :** Toujours couper l'alimentation en eau avant de démonter le robinet. Ouvrir le robinet pour éliminer la pression d'eau et s'assurer que l'alimentation a bien été fermée.

## Rinçage

**Important:** Avant de fermer les ouvertures murales, tester la pression du robinet et terminer l'installation du système en suivant les directives de rinçage.

Les éclats de tuyauterie, le sable et les autres matières solides se trouvant dans toute plomberie nouvelle ou renouvelée, peuvent endommager les surfaces d'étanchéité de la cartouche et causer des fuites ou un blocage au niveau de la bobine. Pour prévenir de tels dommages, **NE PAS OUVRIR LES VANNES D'ALIMENTATION** avant d'en avoir été informé.

S'assurer que les vannes d'alimentation en eau chaude et froide sont fermées. Faire tourner la tige de la cartouche jusqu'à ce que la partie plate avec encoche pointe vers le haut pour éliminer la pression et s'assurer que les vannes sont bien fermées. Enlever la cartouche. Lentement, fermer en même temps les vannes d'alimentation en eau chaude et froide. Remplacer la cartouche. Ouvrir les deux vannes d'alimentation et vérifier le système pour s'assurer qu'il n'y a pas de fuite.

## Moen Lifetime Limited Warranty

Moen products have been manufactured under the highest standards of quality and workmanship. Moen warrants to the original consumer purchaser for as long as the original consumer purchaser owns their home (the "Warranty Period" for homeowners), that this faucet will be leak- and drip-free during normal use and all parts and finishes of this faucet will be free from defects in material and manufacturing workmanship. All other purchasers (including purchasers for industrial, commercial and business use) are warranted for a period of 5 years from the original date of purchase (the "Warranty Period" for non-homeowners).

If this faucet should ever develop a leak or drip during the Warranty Period, Moen will FREE OF CHARGE provide the parts necessary to put the faucet back in good working condition and will replace FREE OF CHARGE any part or finish that proves defective in material and manufacturing workmanship, under normal installation, use and service. Replacement parts may be obtained by calling 1-800-289-6636 (Canada 1-800-465-6130), or by writing to the address shown. Proof of purchase (original sales receipt) from the original consumer purchaser must accompany all warranty claims. Defects or damage caused by the use of other than genuine Moen parts is not covered by this warranty. This warranty is applicable only to faucets purchased after December, 1995 and shall be effective from the date of purchase as shown on purchaser's receipt.

This warranty is extensive in that it covers replacement of all defective parts and finishes. However, damage due to installation error, product abuse, product misuse, or use of cleaners containing abrasives, alcohol or other organic solvents, whether performed by a contractor, service company, or yourself, are excluded from this warranty. Moen will not be responsible for labor charges and/or damage incurred in installation, repair or replacement, nor for any indirect, incidental or consequential damages, losses, injury or costs of any nature relating to this faucet. Except as provided by law, this warranty is in lieu of and excludes all other warranties, conditions and guarantees, whether expressed or implied, statutory or otherwise, including without restriction those of merchantability or of fitness for use.

Some states, provinces and nations do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state, province to province, nation to nation. Moen will advise you of the procedure to follow in making warranty claims. Simply write to Moen Incorporated using the address below. Explain the defect and include proof of purchase and your name, address, area code and telephone number.

Moen Incorporated  
25300 Al Moen Drive  
North Olmsted, Ohio 44070-8022  
U.S.A.

INS129F - 2/12

©2012 Moen Incorporated

## Moen le otorga Garantía limitada de por vida

Los productos Moen son fabricados bajo las más estrictas normas de calidad y mano de obra. Moen le garantiza al comprador original que durante el tiempo que la tenga su casa (el "periodo de garantía", para los propietarios), esta llave no tendrá ni goteras ni fugas durante el uso normal, y que todas las piezas y acabados estarán libres de defectos en material y mano de obra. Asimismo, a todos nuestros otros consumidores (industriales, comerciales y empresariales), les otorgamos 5 años de garantía a partir de la fecha original de compra (el "periodo de garantía" para usos no domésticos).

Si en esta llave mezcladora se llegara a producir alguna fuga o gotera durante el periodo de garantía, Moen le proporcionará SIN COSTO ALGUNO las piezas necesarias para que vuelva a funcionar en perfectas condiciones y reemplazará también SIN COSTO para usted, cualquier pieza o acabado que pudiera tener algún defecto en la fabricación o mano de obra, bajo condiciones normales de instalación, uso y servicio. Las piezas de repuesto se pueden obtener llamando en la República Mexicana al 01-800-718-4345 o si escribe en la dirección que aparece aquí. Para que el comprador original pueda hacer efectiva la garantía, cualquier reclamación deberá ir acompañada por el comprobante de compra (nota de venta original). La garantía no cubre los defectos o daños causados por el uso de otras partes que no sean piezas originales Moen. Esta garantía es aplicable sólo para las llaves compradas después de diciembre de 1995, y entrará en vigencia a partir de la fecha que aparece en la nota de compra.

Esta garantía es amplia en el sentido que cubre el reemplazo de todas las partes y acabados defectuosos. Sin embargo, se excluyen de esta garantía los daños causados por un error de instalación, abuso del producto, mal uso del mismo, o uso de limpiadores que contengan abrasivos, alcohol u otros solventes orgánicos, ya sea por parte del contratista, compañía de servicio o usted mismo. Moen no se hace tampoco responsable por los gastos de mano de obra ni por los daños incurridos en la instalación, reparación o sustitución, ni por ningún daño indirecto, directo o consecuente, ni por pérdidas, lesiones o costos de alguna otra índole relacionados con esta llave. A menos que lo estipule la ley, esta garantía reemplaza y excluye cualquier otra garantía y condiciones, ya sea expresas o implícitas, establecidas por la ley o de otra manera, incluyendo sin restricción aquellas en que el producto se encuentra en condiciones aptas para la venta o se adecúa al uso específico para el cual fue adquirido.

Algunos estados, provincias y naciones no permiten la exclusión o limitación de los daños incidentales o consecuentes, de modo que las limitaciones o exclusiones mencionadas pueden no ser aplicables a usted. Esta garantía le otorga derechos legales específicos y usted puede también tener otros derechos que cambian de un estado a otro o de una provincia o nación a otra. Moen lo asesorará en el procedimiento a seguir para hacer válida esta garantía. Sencillamente escriba a Moen Incorporated utilizando la dirección que aparece a continuación. Explique el tipo de defecto e incluya comprobantes de compra, su nombre, dirección, código de área y número de teléfono.

Moen de Mexico, S.A. de C.V.  
Carretera Saltillo-Monterrey KM 14.7  
Ramos Arizpe, Coahuila  
Mexico 25900

## Garantie à vie limitée de Moen

Les produits Moen sont fabriqués selon les normes les plus élevées de qualité et de main-d'œuvre. Moen garantit à l'acheteur original, tant qu'il sera propriétaire de la maison (la «période de garantie» des propriétaires), que ce robinet sera libre de toute fuite pendant son usage normal et qu'aucune pièce et qu'aucun fini de ce robinet ne présenteront de défaut de matériel et de main-d'œuvre en usine. Tous les autres achats (y compris les achats à des fins industrielles, commerciales et d'affaires) sont garantis pendant cinq (5) ans à compter de la date d'achat originale (période de garantie commerciale).

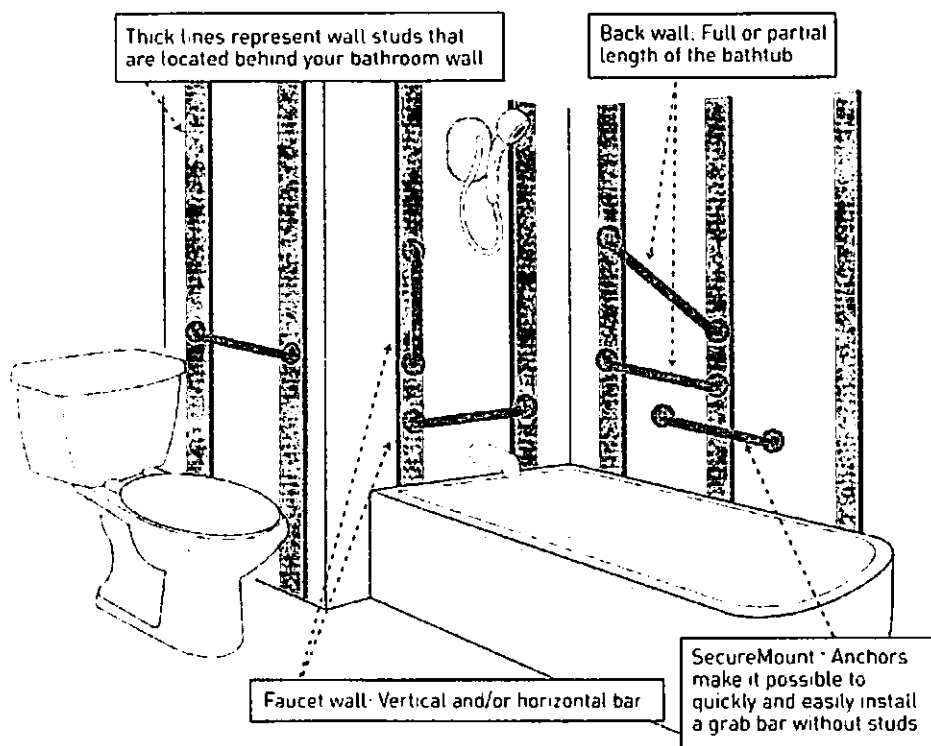
Si ce robinet fuit ou dégorge durant la période de garantie, Moen s'engage à fournir GRATUITEMENT les pièces de rechange requises pour remettre le robinet en état de fonctionnement ainsi qu'à remplacer GRATUITEMENT toute pièce ou tout fini dont le matériel, la fabrication ou la main-d'œuvre, lors de l'installation, de l'usage et du service habituels, s'avèrent défectueux. On peut obtenir les pièces de rechange en composant le 1 800 465-6130 ou en écrivant à l'adresse indiquée ci-dessous. Le reçu de vente original de l'acheteur initial du robinet doit accompagner toute réclamation. Les défauts ou les dommages causés par l'utilisation de pièces non fournies par Moen ne sont pas couverts par cette garantie. Cette garantie s'applique uniquement aux robinets achetés après décembre 1995 et entre en vigueur à compter de la date d'achat indiquée sur le reçu de caisse du client.

Cette garantie s'étend aussi au remplacement de toute pièce ou de tout fini défectueux. Cependant, sont exclus de cette garantie, les dommages causés par une erreur d'installation, un abus du produit, une mauvaise utilisation du produit, l'utilisation de produits de nettoyage contenant des agents abrasifs, de l'alcool ou des solvants organiques, qu'ils soient utilisés par un entrepreneur, une entreprise de service ou le consommateur. Moen décline toute responsabilité quant aux frais de main-d'œuvre et aux dommages causés durant l'installation, la réparation ou le remplacement, et aux dommages, pertes, blessures ou coûts, indirects ou consécutifs, connexes à ce robinet. Sauf lorsque la loi le stipule, cette garantie remplace et exclut toutes les autres garanties et conditions, qu'elles soient indiquées expressément ou non, obligatoires ou autres, y compris, sans restriction, celles qui visent la commercialisation ou l'aptitude d'utilisation.

Certains pays, états ou provinces ne permettent aucune exclusion, ni limitation suite aux dommages indirects ou consécutifs. Les limitations ou les exclusions précitées ne s'appliqueraient pas dans ces cas. Cette garantie accorde des droits juridiques et il est possible que d'autres droits soient applicables selon l'état, la province ou le pays. Moen avisera le consommateur de la procédure à suivre pour soumettre une réclamation. Il suffit d'écrire à Moen Inc. à l'adresse indiquée ci-dessous, pour expliquer le défaut, d'inclure une preuve d'achat, d'inscrire son nom, son adresse ainsi que son indicatif régional et son numéro de téléphone.

Moen Inc.  
2816 Bristol Circle  
Oakville, Ontario L6H 5S7





**Note:** Wall stud spacing may vary

# Home Care Technical Specification

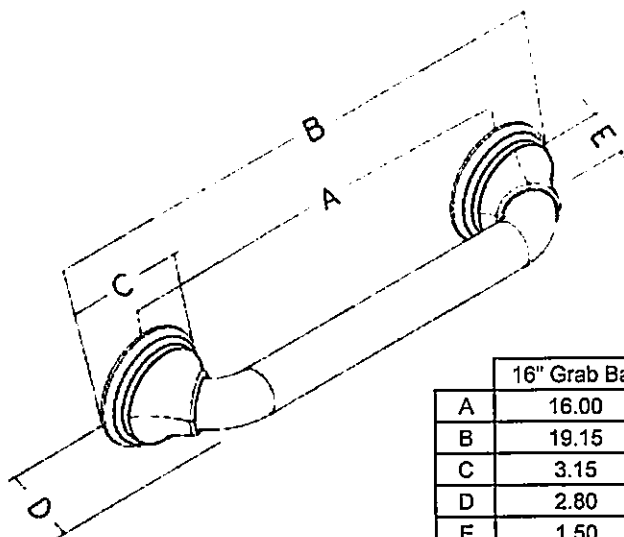
## Ultima Grab Bar

LR8700D3

### Stock Numbers:

- ❑ LR8716D3BN – 16" Ultima Grab Bar  
Brushed Nickel Finish, 1 1/4" Bar,  
Concealed Screw Mounting
- ❑ LR8724D3BN – 24" Ultima Grab Bar  
Brushed Nickel Finish, 1 1/4" Bar,  
Concealed Screw Mounting
- ❑ LR8716D3CH – 16" Ultima Grab Bar  
Chrome Finish, 1 1/4" Bar,  
Concealed Screw Mounting
- ❑ LR8724D3CH – 24" Ultima Grab Bar  
Chrome Finish, 1 1/4" Bar,  
Concealed Screw Mounting

### Dimensions:



	16" Grab Bar	24" Grab Bar
A	16.00	24.00
B	19.15	27.15
C	3.15	3.15
D	2.80	2.80
E	1.50	1.50

### Installation Instructions:

1. Please note that screws MUST be mounted into a wood stud for secure installation.
2. Slide the decorative cover away from the hub end to expose the SecureMount™ mounting flange. Do not remove protective plastic from decorative cover until indicated later in these instructions.
3. Locate the studs behind the wall by using a stud sensor or other stud locating method. Studs are usually 16 in. apart; locate the center of each stud.
4. Moving aside the decorative cover as needed, with a pencil, mark three of the mounting locations on each of the two grab bar flanges. Two marks to be made above the grab bar in the area indicated in the illustration below. The third mark to be made below the grab bar in the area indicated in the illustration below. Decide whether you would like to position your grab bar horizontally, vertically or at an angle, remembering that BOTH ends of the grab bar MUST be positioned over a wood stud.
5. Moving the decorative cover as far away from the marked slots as possible, drill a hole into the marks, through the slots (as shown in illustration). Position the drill at a slight angle in order to get around the grab bar and decorative cover, making sure to drill into the wood stud. If desired, apply silicone caulk to the back of the decorative cover to guard against water penetration.
6. To mount the grab bar, reposition one end of the grab bar SecureMount™ mounting flange over the marked holes.
7. Thread a washer onto each screw. Using the screwdriver, screw the wood screws with washers into the SecureMount™ mounting flange at one end of the grab bar. Then screw the wood screws with washers into the mounting flange at the other end of the grab bar.
8. Tighten the screws until secure.
9. Slide the decorative cover over the SecureMount™ mounting flange, rotating to find the correct fit before snapping into place.
10. Slide decorative covers over SecureMount™ mounting flanges.

### Materials:

1 1/4" Grab Bar rods are formed from (.040) type 304 stainless steel tubing.

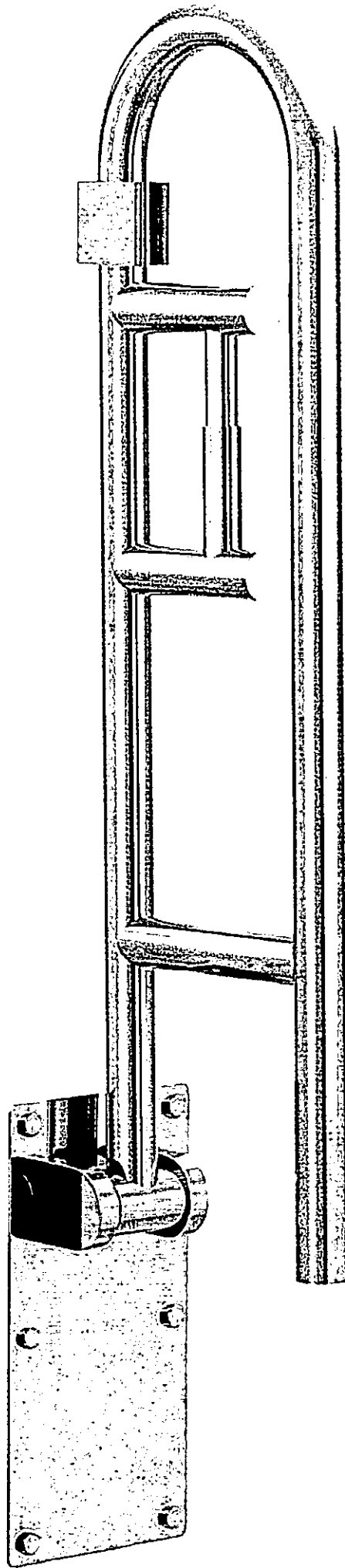
Stock Number: \_\_\_\_\_ Grab Bars  
By Creative Specialties

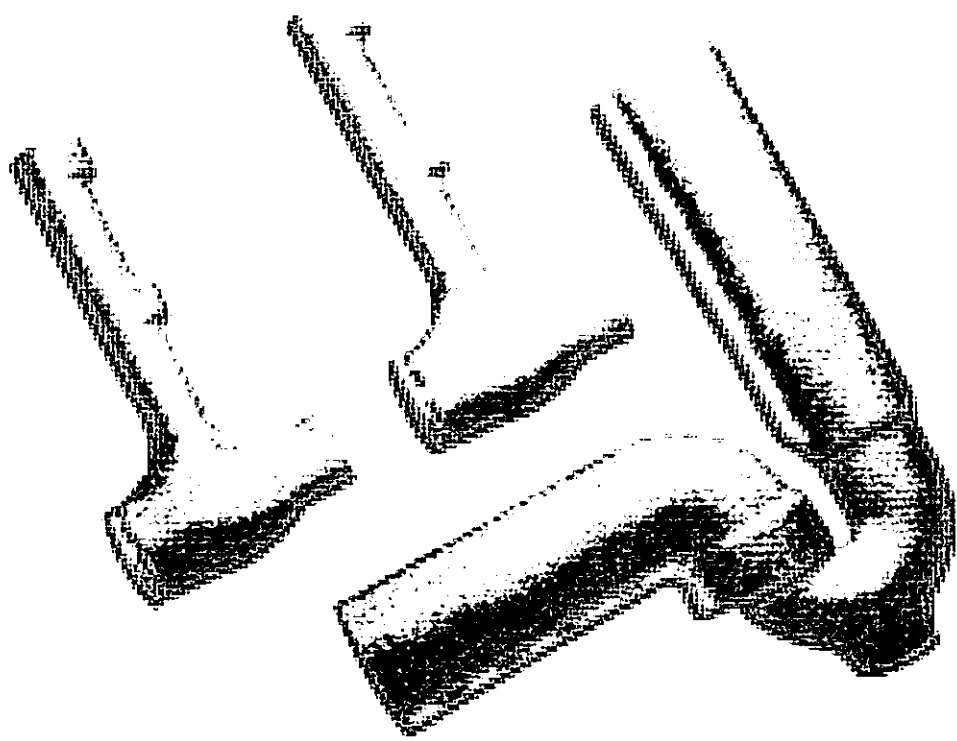


25300 AL MOEN DRIVE • NORTH OLMSTED, OH 44070  
CORPORATE HEADQUARTERS: (800) 321-8809 • FAX: (800) 848-6636  
INTERNATIONAL: (440) 962-2000 • FAX: (440) 962-2726  
CUSTOMER SERVICE (USA): 800-882-0116 • FAX: (888) 379-2720  
WWW.MOEN.COM

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Literature #BA1672



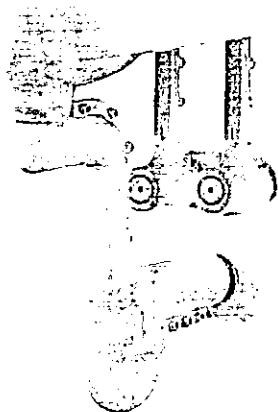




# COMBINATION KIT: ONE TRAP, TWO SUPPLY STOP PROTECTORS, AND ONE OFFSET DRAIN PROTECTOR

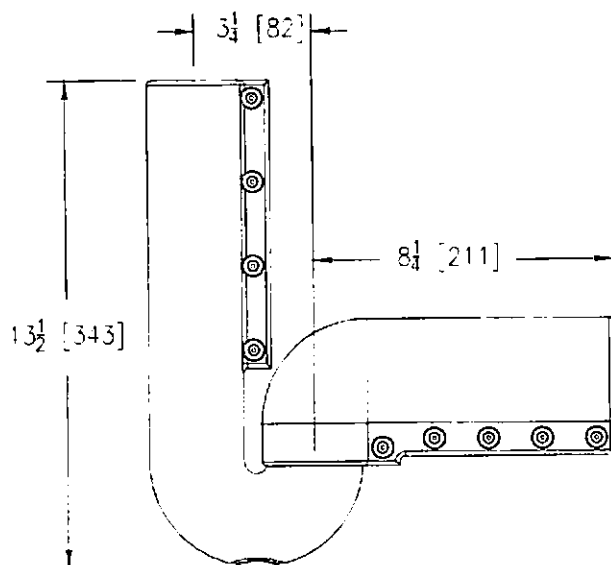
Z8946-3-NT

TAG \_\_\_\_\_

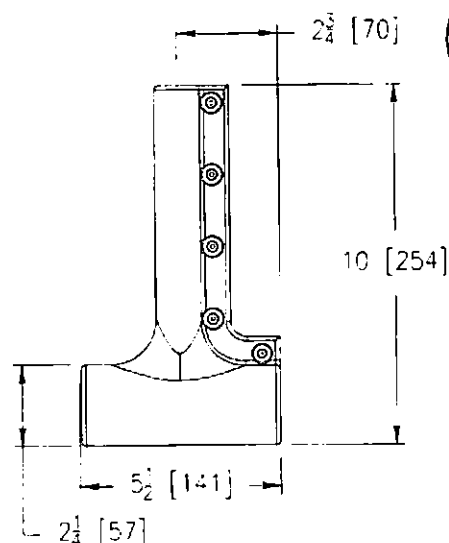


**ENGINEERING SPECIFICATION:** ZURN Z8946-3-NT Combination Kit: One trap protector, two supply stop protectors and one offset drain protector, satin white PVC resin. Antimicrobial, resists thermal transfer, and is ADA compliant. Trap protector fits both tubular and semi-cast P traps.

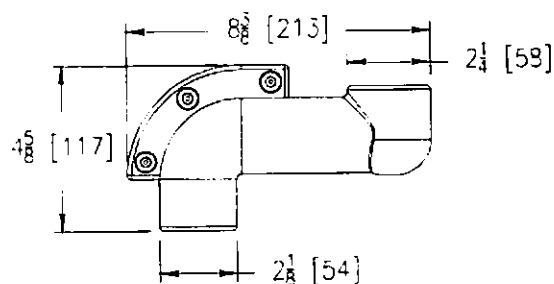
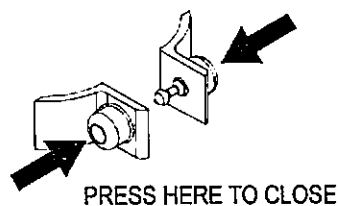
Patent Pending



TRAP PROTECTOR



SUPPLY STOP PROTECTOR



OFFSET DRAIN PROTECTOR

ZURN INDUSTRIES, LLC. ♦ COMMERCIAL BRASS OPERATION ♦ 5900 ELWIN BUCHANAN DRIVE ♦ SANFORD NC 27330

Phone: 1-800-997-3876 ♦ Fax: 919-775-3541 ♦ World Wide Web: [www.zurn.com](http://www.zurn.com)

In Canada: ZURN INDUSTRIES LIMITED ♦ 3544 Nashua Drive ♦ Mississauga, Ontario L4V1L2 ♦ Phone: 905-405-8272 Fax: 905-405-1292

AquaSpec® is a registered trademark of Zurn Industries, LLC.

Rev. B  
Dwg. No. 66245

Date: 3/4/2015  
Product No. Z8946-3-NT

1. **Manufacturer**

Wilsonart LLC  
2501 Wilsonart Drive  
P.O. Box 6110  
Temple, Texas 76503-6110  
Phone: (254) 207-7000; (800) 433-3222  
Fax: (254) 207-2384  
Web Site: [www.wilsonart.com](http://www.wilsonart.com)

2. **Product Description**

**Recommended Uses**

Wilsonart® High Wear Laminate offers five times the abrasion and scuff resistance of conventional laminate. It is produced for commercial, contract and institutional applications where a decorative surface must withstand more than normal wear. Typical applications of High Wear Laminate include checkout counters in retail stores; restaurant and fast food fixtures and casework; tabletops; change counters; bank deal plates and tellers' desks; wall panels, wainscoting and institutional furniture.

High Wear Laminate is manufactured in three extra-high wear (HW) types:

- **General Purpose (HGS) Type 107HW** is produced for both horizontal and vertical interior applications such as commercial interior doors, walls and wainscoting, which must combine a pleasing appearance with enhanced resistance to both impact and abrasion.
- **Vertical Surface (VGS) Type 335HW** is intended for vertical applications where a functional, durable, decorative surface must absorb somewhat less impact than a comparable horizontal surface.
- **Postforming (HGP) Type 350HW** is intended for use on vertical and horizontal interior surfaces where it is necessary or desirable to roll the laminate on a simple radius over the edge of a substrate. This eliminates seams and leaves an attractive surface.

**Product Composition**

High Wear surface papers impregnated with melamine resin are pressed over core sheets impregnated with phenolic resin. These sheets then are bonded at pressures greater than 1000 pounds per square inch at temperatures approaching 300°F (149°C). Finished sheets are trimmed and the backs sanded to facilitate bonding.

**Basic Limitations**

Wilsonart High Wear Laminates are interior surfacing, not structural materials. They must be bonded to suitable substrates.

Do not subject these laminates to extremes in humidity or to temperatures over 275°F (135°C) for sustained periods of time.

They should not be exposed to flame, molten metal, metallic sparks or intense, continuous direct sunlight. They should not be used as cutting surfaces.

Wilsonart High Wear Laminate is for interior use only and should not be subjected to extremes in humidity or to temperatures over 275°F (135°C) for sustained periods of time. It also should not be exposed to intense, continuous, direct sunlight.

### Pattern and Color Availability

Wilsonart High Wear Laminate is available in most Standard Line (DG1) patterns.

Wilsonart By You and Wilsonart® VDL Laminate NOT available in High Wear  
Non-Standard Line (DG2) patterns are NOT available in High Wear

Please verify pattern, size and finish availability by checking the Laminate Pattern Availability Search at [www.wilsonart.com](http://www.wilsonart.com).

### Finishes

- #60 Matte ONLY  
A textured finish with a moderate reflective quality. *Nominal Glossometer Reading = 10*  
*NOTE: Nominal Glossometer Readings are made at a 60° angle of incidence.*

### Standard Sheet Widths

48"	60"
1219mm	1524mm

### Standard Sheet Lengths

96"	120"	144"
2438mm	3048mm	3658mm

### Thickness and Weight

Description	General Purpose Type 107HW (HGS)	Vertical Surface Type 335HW (VGP & VGS)	Postforming Type 350HW (HGP & HGL)
Thickness	0.045" ± 0.005" (1.14mm ± 0.13mm)	0.028" + 0.001" - 0.004" (0.71mm + 0.03 - 0.10mm)	0.036" ± 0.005" (0.91mm ± 0.13mm)
Weight per square foot	0.322#	0.186#	0.260#

## 3. Technical Data

### Physical Properties of High Wear Laminate

ISO 4586 Test	Wilsonart High Wear Laminate	Typical Wilsonart High Wear Laminate Value	ISO 4586-3
Wear Resistance (cycles)	All types	3,200	1,000 (min.)
Boiling Water Resistance	All types	No effect	No effect
High Temperature Resistance	All types	Slight effect	No effect
Radiant Heat Resistance			
HGS	107HW	210 seconds	≥ 200 seconds
VGS	335HW	200 seconds	≥ 200 seconds
HGP	350HW	205 seconds	≥ 200 seconds
Stain Resistance Reagents			
1-10	All types	No effect	No effect
11-15	All types	Moderate effect	Moderate effect
Light Resistance	All types	Slight effect	Slight effect
Impact Resistance			
HGS	107HW	60" (1524mm)	31.5" (800mm)
VGS	335HW	24" (609mm)	23.5" (600mm)
HGP	350HW	50" (1270mm)	31.5" (800mm)
Cleanability (cycles)	All types	10	20 (max.)
Appearance	All types	No ABC defects	N/A
Formability**	350HW	9/16" face (14mm) 3/16" back (5mm)	*9/16" face (14.27mm) *3/4" back (19.05mm)

\*NEMA Standards given are for standard high-pressure decorative laminates.

\*\*Radius listed for face is actually the radius of the form around which the laminate is postformed. The radius for back is actually the radius to which the decorative face is postformed.

#### Dimensional Stability: Gross Dimensional Change

Wilsonart High Wear Laminate	Direction of Change	Typical Wilsonart High Wear Laminate Value	ISO 4586-3
HGS General Purpose (107HW)	Machine Direction Cross Direction	0.3% 0.7%	1.1% (max.) 1.4% (max.)
VGS Vertical Surface (335HW)	Machine Direction Cross Direction	0.5% 0.8%	1.1% (max.) 1.4% (max.)
HGP Postforming (350HW)	Machine Direction Cross Direction	0.5% 0.8%	1.1% (max.) 1.4% (max.)

\*NEMA Standards given are for standard high-pressure decorative laminates.

#### Typical Fire Test Data

High Pressure Laminates are subject to Flame Spread and Smoke Developed standards in structures where codes establish such conditions.

Test data to determine compliance with these codes are obtained by the Steiner Tunnel Test method of the American Society for Testing Materials (ASTM-E-84, Standard Test Method for Surface Burning Characteristics of Building Materials). Tests were conducted in accordance with test method and mounting procedure as described in paragraph X1.7.2 of the test method. This procedure is cataloged by Underwriters Laboratories, Inc. as UL 723.

Here is typical data for Wilsonart High Wear Laminates:

#### Typical Flame Spread and Smoke Developed Properties

Product Type	Test Condition	Flame Spread	Smoke Developed
General Purpose Type 107HW	Unbonded	55	55
Vertical Surface Type 335HW	Unbonded	40	40
Postforming Type 350HW	Unbonded	45	55

When you wish to specify decorative laminate for a Class I or A fire rating, please refer to the Fire-Rated Laminate Tech Data.

#### Model Code Designations used to determine flame spread classification

Flame Spread Classification (Maximum Rating)	International (IBC)	Life Safety (NFPA 101)
25	A	A
75	B	B
200	C	C

Reference: Architectural Woodwork Quality Standard, 8<sup>th</sup> Edition, Version 1.0 - 2003

All Model Codes regulate the generation of smoke by interior finish material. In all cases they specify a maximum smoke development rating of 450.

#### Codes and Certifications

Wilsonart® Laminate Types 107, 335 and 350 conform to the voluntary standards of the American National Standards Institute, for thickness, performance properties and appearance. Wilsonart Laminate Types 107, 335 and 350 meet or exceed the International Standards Organization specifications as found in ISO 4586, titled "High-Pressure Decorative Laminate (HPDL) – Sheets Based on Thermosetting Resins – Part I: specifications."



The UL GREENGUARD Environmental Institute has awarded its UL GREENGUARD Indoor Air Quality Certification to Wilsonart Laminate. All Wilsonart Laminate product types were tested under the stringent UL GREENGUARD Standards for low-emitting products. All UL GREENGUARD Indoor Air Quality Certified products ensure minimal impact on the indoor environment. For a copy of the certificate, visit [www.greenguard.org](http://www.greenguard.org).

All Wilsonart Laminate products are tested regularly for code compliance for building construction and other applications. Here are some examples of frequently encountered regulations:

#### **Basic Construction**

U.S. Federal Specification L-P 508H, April 9, 1977, "Plastic Sheets, Laminated, Decorative and Nondecorative" spells out criteria for general purpose, vertical and postforming types, as well as backing sheets for federal installation. High Wear Laminate types in compliance include 107HW General Purpose, 335HW Vertical Surface and 350HW Postforming.

NSF International (NSF) #35 "Laminated Plastic for Surfacing for Food Service Equipment." All solid colors and printed patterns in Basic Types 107, 335 and 350, with #60 finish comply.

#### **Mobile Homes**

U.S. Federal Register August 9, 1984, Housing and Urban Development Mobile Home Construction and Safety Standard, (24CFR), Part 3280.203. High Wear Laminate Type 107HW General Purpose complies with paragraphs 1, 4 and 6.

#### **Motor Vehicles/Interiors**

U.S. Federal Motor Vehicle Safety Standard (FMVSS) 302, "Flammability of Interior Materials." High Wear Laminate types in compliance include patterns in 107HW General Purpose, 335HW Vertical Surface and 350HW Postforming types.

#### **Branded Cleaner and Sanitizer Resistance for Wilsonart® High Wear Laminate**

No effect was exhibited except as noted (\* or \*\*) on the following:

1. Clorox Healthcare Bleach Germicidal Cleaner \*
2. Clorox Healthcare Versa Sure Cleaner Disinfectant Wipes
3. Oxivir TB
4. Oxivir 1
5. Virex II 256
6. Benefect
7. PDI Super Sani-Cloth Germicidal Disposable Wipes
8. PDI Sani-Prime Germicidal Spray
9. Expose II 256
10. Stride Floral Neutral Cleaner \*
11. PURELL Advanced Instant Hand Sanitizer \*

Test procedure: Listed materials were placed in contact with Wilsonart High Wear Laminate surface under 1" (25.4mm) diameter watch cover glass for 16 hours duration prior to evaluation for effect. The branded cleaners and sanitizers listed above were cleaned with water only.

\* *Causes slight change of gloss or color.*

\*\* *Causes slight damage, with degree of damage proportionate to length of exposure and concentration.*

## **12. Installation: Fabrication and Assembly Recommendations**

Fabrication should follow approved methods. Assembled pieces should meet the specifications of KCMA (Kitchen Cabinetmakers Manufacturers Association), ANSI A-161.2-1998 (revised), and "Architectural Woodwork Quality Standards Guide Specification and Quality Certification Program" guidelines of the Architectural Woodwork Institute where applicable.

Wilsonart Laminates must be bonded to a substrate of reliable quality, such as particleboard, medium density fiberboard or plywood with one A-face. High-pressure laminate, plaster, concrete and gypsum board should not be considered suitable substrates. High Wear laminate may not be used as structural members.

Bond with adhesives and follow the techniques recommended by the adhesive manufacturer. Recommended adhesives are permanent types, such as urea and polyvinyl acetate (PVA), and contact types. Wilsonart adhesives are recommended for most bonding conditions.

To avoid stress cracking, do not use square-cut inside corners. All inside corners should have a minimum of 1/8" (3.18mm) radius, and all edges should be routed smooth. Drill oversized holes for screws or bolts. Screws or bolts should be slightly countersunk into the face side of a laminate-clad substrate.

Take care to ensure an appropriate acclimation between the laminate and the substrate prior to fabrication. The face and backing laminates and the substrate should be conditioned in the same environment for 48 hours before fabrication.

Recommended conditioning temperature is approximately 75°F (24°C). Laminates should be conditioned at 45% to 55% relative humidity.

With postforming machinery, Wilsonart 335HW and 350HW will postform at a nominal sheet temperature range of 325°F to 338°F (163°C to 170°C) in 20 ± 5 seconds.

Carbide-tipped saw and router blades should be used for cutting. High tool speed and low feed speed are advisable. Cutting blades should be kept sharp. Use a hold-down to prevent any vibration.

## **13. Warranty**

## **14. Maintenance**

## **15. Technical Services**

For samples, literature, questions or technical assistance, please contact our toll-free Hotline at (800) 433-3222, Monday through Friday, 8 am –5 pm, CST.

**Specification Form:**

Surface shall be Wilsonart Laminate, produced by Wilsonart LLC, Temple, Texas 76503-6110.

Type: 107HW, 335HW or 350HW

Surface

Color Number: \_\_\_\_\_

Color Name: \_\_\_\_\_

Finish

Number: \_\_\_\_\_

Name: \_\_\_\_\_

Edge Trim

Color Number: \_\_\_\_\_

Color Name: \_\_\_\_\_

Adhesive

Name: \_\_\_\_\_

Grade/Type: \_\_\_\_\_

Brand: Wilsonart® Adhesive

Material shall equal or exceed performance standards set by the American National Standards Institute/National Electrical Manufacturers Association (ANSI/NEMA) LD3-2005 for high-pressure laminate. Fabrication shall comply with "Architectural Woodwork Quality Standards, Guide Specifications and Quality Certification Program" guidelines of the Architectural Woodwork Institute.

Wilsonart® High Wear Laminate Technical Data

Revised: September 12, 2019

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## 1. Manufacturer

Wilsonart LLC  
2501 Wilsonart Drive  
P.O. Box 6110  
Temple, Texas 76503-6110  
Phone: (254) 207-7000; (800) 433-3222  
Fax: (254) 207-2384  
Web Site: [www.wilsonart.com](http://www.wilsonart.com)

## 2. Product Overview

### General Description

- Spray applied, nonflammable solvent-based contact adhesive designed for flatwork (non-postforming) high-speed applications
- Low VOC, OTC (Ozone Transport Commission) compliant, proprietary, patent-pending nonflammable formulation that does NOT contain methylene chloride or n-Propyl Bromide (nPB)
- High solids content that delivers rapid, high-strength bonds
- Does not require stirring prior to use
- Professional use only

### Availability

5 gallon pail and 55 gallon drum

## 3. Technical Data

### Physical Properties

Color	Green (NF942) Natural (NF943)
Viscosity	600 cP (typical)
Density	8.516 lbs./gallon
Solids Content	33% ±1.0%
VOC <sup>1</sup> (less water & exempt solvent)	249 g/Liter (Calculated)
VOC/liter of material <sup>1</sup>	104 g/Liter (Calculated)
VHAP Content	0.0000 lbs./lbs. solid
Coverage (Spray)	247 bonded sq.ft./gal.@ 2.5 dry grams/sq.ft.
Flashpoint	>60 °C/140 °F(closed cup)
Open Time	30 min.
Dry Time	3 – 7 min.

<sup>1</sup>TBAC IS RECOGNIZED IN 40 C.F.R.51.100(s) AND BY THE EPA AS A VOC EXEMPT COMPOUND. CALIFORNIA HAS NOT FORMALLY RECOGNIZED THIS EXEMPTION. CONTACT YOUR LOCAL REGULATORY AGENCY TO PROVIDE CLARIFICATION ON THE EXEMPTION STATUS.

### Primary Contents

Refer to the Safety Data Sheet for primary content information before using this product.

#### 4. General Use Instructions

##### Coverage Instructions

Apply a minimum of **2.5 dry grams/sq. ft.** on both surfaces

##### Recommended Tools and Equipment:

###### System/Gun/Fluid Tip/Air Cap

- System – CA Technologies Pressure Pot
- CA Technologies Hand Gun - Panther
- Fluid Tip / Air Cap - 1.5 X 21-2266-3T

General Fluid Pressure	Atomizing Air Pressure (with Trigger Pull)	Air Source	Fluid Line
10 - 30 psi	50 - 75 psi	Continuous 100 psi at 20 cfm	Minimum 3/8" ID*

\*This line diameter is critical due to thickness of product

Application outside the parameters stated above can result in delamination. For additional recommended systems, guns, tools, and equipment manufacturers, please contact your local Wilsonart Adhesive Technical Representative.

**DO NOT USE THIS PRODUCT IF YOU HAVE NOT READ, OR DO NOT UNDERSTAND THE WARNINGS, SAFETY MEASURES, AND FIRST AID INSTRUCTIONS PRINTED ON THE CONTAINER OR LABEL.**

- For best results, do not apply the adhesive at temperatures below 65-degrees Fahrenheit.
- Ensure spray system oil and water traps are functioning, and are a minimum of 25-feet in distance from the compressor.
- Allow substrates to acclimate to room temperature for 48 hours before bonding.
- Assemble glued parts at or above 65 °F, and ensure each surface is clean and dry.
- Apply adhesive uniformly to both surfaces in a smooth, pebbled pattern, and cover each surface a minimum of 80%. Cover edges 100%. Some porous surfaces may require 2 coats.
- Allow approximately 3 to 5 minutes to dry after application and before bonding. When ready to bond, surface will be tacky, but should not transfer or "leg" to a firmly pressed fingertip. If parts do not stick immediately, they are over-dry and can be reactivated by applying a light coat of fresh adhesive on both parts. Open time should not exceed 30 minutes.
- Apply uniform downward pressure (30-40 psi minimum) over the entire bonded surface by mechanical pinch roller (recommended,) or by using a 3" wide rubber J-Roller. Use of a wooden block or other hand rollers is not recommended.
- Immediate trimming, routing, or finishing is possible.
- DO NOT THIN THIS PRODUCT.

##### Usage Tips and Troubleshooting

- Moisture from condensation must be dry prior to bonding.
- A dull appearance is a symptom of under-applying adhesive.
- A shiny appearance or a failed bond is a symptom of inadequate assembly pressure and/or exceeding the open time.

#### Clean-Up and Disposal

- Clean spray equipment with
  - Wilsonart® WA-110 Adhesive Solvent
  - Wilsonart® WA-130 Low VOC Adhesive Solvent
- Clean finished assembly with
  - Wilsonart® WA-131 Low VOC Adhesive Cleaner
  - Wilsonart® Citrus Adhesive Cleaner
- Dispose of waste in accordance with regulations; refer to Safety Data Sheet for disposal recommendations and methods

#### Applications to Avoid

- Copper or copper alloy substrates
- Use of copper-containing application systems or components
- Surfaces with dirt, grease, or excessive moisture
- Do not apply Wilsonart® NF942/943 Nonflammable Spray Grade Contact Adhesive to melamine, low pressure thermally fused laminate (TFL), polyester, metal or painted surfaces. Application on these substrates listed above can result in delamination.
- Vinyl surfaces containing plasticizers that may attack the bond (conduct pre-testing if in doubt).

#### Storage/Shelf Life

- Rotate stock and close container when not in use.
- Store off of the floor in a cool, well-ventilated area and away from exterior walls.
- Shelf life expires 1 year from manufacture date.

#### Shipping Information

In accordance with DOT - Not Regulated for transport

#### Precautionary Information

Refer to product label and Safety Data Sheet for health and safety information before using this product.

### 5. Warranty

WILSONART® NF942 AND NF943 NONFLAMMABLE SPRAY GRADE CONTACT ADHESIVES ARE SOLD "AS IS" AND WILSONART MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The person using the product (the "User") is solely responsible for determining whether Wilsonart® NF942/943 Nonflammable Spray Grade Contact Adhesives are appropriate and/or suitable for User's purpose and method of application.

**LIMITATION AND EXCLUSION OF REMEDIES AND DAMAGES:** The exclusive and sole remedy, and Wilsonart's exclusive and sole obligation, for any claimed defect of this Wilsonart product is the refund of the purchase price of the product. Wilsonart will not pay for removal of the Wilsonart product or for fabrication or installation of the replacement products or any other costs.

Wilsonart's exclusive and sole obligation shall not apply to damage arising from any of the following:

1. Accidents, abuse or misuse;
2. Exposure to extreme temperature;
3. Improper fabrication or installation; or
4. Improper maintenance or repair.

WILSONART SHALL NOT, UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY, BE LIABLE TO THE PURCHASER OR ANY OTHER PERSON FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION DAMAGES TO,

OR LOSS OF USE OF, PROPERTY, DAMAGES FOR LOSS OF PROFITS OR REVENUES OR ANY OTHER DAMAGES ARISING FROM THE PURCHASE OR USE OF THE PRODUCT. WILSONART'S LIABILITY WILL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT.

THE FOREGOING SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF THE PURCHASER AND THE EXCLUSIVE LIABILITY OF WILSONART.

For further assistance or questions, contact Wilsonart at the address or telephone number listed below or at [www.wilsonart.com](http://www.wilsonart.com).

Wilsonart Warranty Center  
2501 Wilsonart Drive  
Temple, Texas 76504  
Toll Free (877) 537-0533

#### 6. Technical Services

Customer Service: 1-800-433-3222 or [Adhesives@Wilsonart.com](mailto:Adhesives@Wilsonart.com). Visit [Wilsonart Adhesives](http://WilsonartAdhesives.com) online for more information.

**Specification Form:**

Adhesive shall be Wilsonart® NF942 or NF943, produced by Wilsonart LLC, Temple, Texas 76503-6110

Wilsonart® NF942/NF943 Nonflammable Spray Grade Contact Adhesive

Technical Data

Revised: June 21, 2019

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# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number  
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]

or  
Employer identification number  
[ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or person) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/identitytheft](http://www.irs.gov/identitytheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# HOUSING AUTHORITY OF GLOUCESTER COUNTY

## STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

### **Part I** Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): \_\_\_\_\_

### **Part II**

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

## HOUSING AUTHORITY OF GLOUCESTER COUNTY

### **Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

### **Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

HOUSING AUTHORITY OF GLOUCESTER COUNTY

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**"DEBARMENT" CERTIFICATION**

**CERTIFICATION REGARDING THE DEBARMENT, SUSPENSION,  
INELIGIBILITY  
AND VOLUNTARY EXCLUSION OF LOWER TIER COVERED TRANSACTIONS**

I am \_\_\_\_\_ of \_\_\_\_\_.

I certify that [ ] on behalf of \_\_\_\_\_, neither it nor its Principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal Department or Agency.

[ ] I am unable to certify to any statements set forth in this certification and I have attached an explanation to this form.

\_\_\_\_\_  
TYPED OR PRINTED NAME OR TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SOCIAL SECURITY NUMBER



# HOUSING AUTHORITY OF GLOUCESTER COUNTY

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## **CERTIFICATE FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendments or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
(TYPED OR PRINTED NAME)

\_\_\_\_\_  
(TITLE IF ANY)

# HOUSING AUTHORITY OF GLOUCESTER COUNTY

## NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ of the City/Town of \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full legal age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ (title) of the firm of \_\_\_\_\_, the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action to restraint the free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Housing Authority of Gloucester County relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_ (N.J.S.A. 52:34-15)

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

(TYPED OR PRINTED NAME OF AFFIANT)

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

# HOUSING AUTHORITY OF GLOUCESTER COUNTY

## AFFIRMATIVE ACTION INFORMATION SHEET

IN ACCORDANCE WITH THE TERMS OF THE ATTACHED AGREEMENT PROPOSERS ARE REQUIRED SUBMITTING ONE OF THE FOLLOWING FORMS RELATING TO COMPLIANCE WITH AFFIRMATIVE ACTION REGULATIONS. PLEASE COMPLETE AND RETURN THIS FORM WITH THE PROPOSAL.

1. The proposer has submitted a Federal Affirmative Action Plan Approval which consists of a valid letter from the Office of Federal Contract Compliance Programs (Good for one year of the date of letter).

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, a photo copy of the Letter of Approval is to be submitted with the bid.  
(OR)

2. The proposer has submitted a Certificate of Employee Information Report pursuant to (N.J.A.C. 17.27-1.1) and The State Treasurer has approved said report.

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, a photo copy of the Certificate is to be submitted with the bid.  
(Expiration Date on Certificate)

Certificate of Approval Number \_\_\_\_\_  
(OR)

3. If Proposer has already submitted Form AA-302 to the States' Affirmative Action Office, please return a copy of it with the proposal.

If you are the successful proposer and have none of the above, please contact the Purchasing Department at (856) 845-4959 within five (5) days of notification of award for an Affirmative Action Employee Information Report (AA-302). This form (AA-302) must be forwarded to the States' Affirmative Action Office.

The signature below certifies that one of the above forms of Affirmative Action evidence has been submitted, and all information contained above is correct to the best of my knowledge.

Signed \_\_\_\_\_ Date Signed \_\_\_\_\_  
Print Name and Title \_\_\_\_\_  
Proposers Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

# HOUSING AUTHORITY OF GLOUCESTER COUNTY

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## AFFIRMATIVE ACTION STATEMENT

The undersigned confirms that the Contractor agrees that in the hiring of any employees, laborers, workmen and mechanics for the performance of work under this bid that said contractor or any person on their behalf shall not by reason of age, gender, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation discriminate against any employee in hiring who is qualified and available to perform the work to which the employment relates.

The contractor shall comply with all statutes relating to the contract on behalf of the Housing Authority of Gloucester County.

\_\_\_\_\_  
TYPED OR PRINTED NAME & TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

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## AFFIRMATIVE ACTION AFFIDAVIT

Pursuant to the regulations promulgated by the Affirmative Action Laws of the State of New Jersey in accordance with laws of Public Law 1975, Chapter 127 and all its latest amendments stated in the Circular of the Secretary of the Treasury of the State of New Jersey, as are included with these specifications, contractors furnishing goods or services to the Authority must agree, where applicable, to the following:

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

1. To comply with all regulations of Affirmative Action Laws of the State of New Jersey, Public Law 1975, Chapter 127.
2. To comply with all requirements stated in (N.J.A.C.17:27) a memorandum entitled "Affirmative Action Requirements for Public Agencies in the Awarding of Contracts".
3. To comply with all the requirements of the memorandum entitled "Mandatory Affirmative Action Language".

The undersigned hereby states, he/she has fully read and agrees to comply with the above, and is familiar with the regulations described therein and will furnish further information if requested by the Authority confirming the compliance with the above stated regulations. I am also aware that if the firm of \_\_\_\_\_ does not comply with Public Law 1975, Chapter 127 and the rules and regulations issued pursuant thereto, that no monies will be paid by the Authority and that the firm of \_\_\_\_\_ may be debarred from all public contracts for a period of up to five (5) years.

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

\_\_\_\_\_  
(TYPED OR PRINTED NAME OF AFFIANT)

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

### Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application _____ b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing _____ b. material change  <b>For material change only:</b> Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime _____ Subawardee Tier _____, if Known:  Congressional District, if known:		<b>5. If Reporting Entity in No. 4 is Subawardee,</b> Enter Name and Address of Prime:  Congressional District, if known:
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

# HOUSING AUTHORITY OF GLOUCESTER COUNTY

## DRUG FREE WORKPLACE CERTIFICATION

\_\_\_\_\_, the party submitting the attached bid, and principal in the firm of \_\_\_\_\_  
\_\_\_\_\_, located at, \_\_\_\_\_, in the city of, \_\_\_\_\_  
\_\_\_\_\_, in the state of, \_\_\_\_\_, hereafter called the Proposer,  
Certifies as stated in the following two (2) affidavits:

## DRUG-FREE WORKPLACE AFFIDAVIT

- A. Proposer will publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Proposer's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Proposer will establish a Drug-Free Awareness Program to inform employees about:
  - a. The dangers of drug abuse in the workplace.
  - b. The Proposer's policy of maintaining a drug-free workplace.
  - c. Any available counseling, rehabilitation and employee assistance programs.
  - d. The penalties that may be imposed upon employees for violations occurring in the workplace.
- C. Proposer will make it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required in Paragraph A.
- D. The Proposer will notify the employee in the statement required by Paragraph A. that as a condition of employment, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the Proposer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. The Proposer will notify the Housing Authority within ten (10) days after receiving notice under Subparagraph D. b, from an employee or otherwise receiving actual notice of such conviction,
- F. The Proposer will one of the following actions, within thirty (30) days of receiving notice under Subparagraph D. b, with the respect to any employee who is convicted:
  - a. Taking appropriate personnel action against such employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or a Local Health and/or Law Enforcement Agency, or other appropriate agency.
- G. The Proposer will make a good faith effort to maintain a Drug-Free workplace through implementation of the above paragraphs.
- H. The work-site regarding contracts between the Proposer and the Housing Authority of Gloucester County is at: Bidder's Address.

## PLEASE SIGN AND DATE

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# HOUSING AUTHORITY OF GLOUCESTER COUNTY

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## NON-DEFAULT CERTIFICATIONS

\_\_\_\_\_, the party submitting the attached bid, and principal in the firm of \_\_\_\_\_  
\_\_\_\_\_, located at, \_\_\_\_\_, in the city of, \_\_\_\_\_  
\_\_\_\_\_, in the state of, \_\_\_\_\_, hereafter called the Proposer,

Certifies as stated in the following two (2) affidavits:

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## NON-DEFAULT AFFIDAVIT

- A. All statements made by Proposer are true, complete, and correct to the best of its knowledge and belief.
- B. Proposer has never experienced defaults or non-compliance under any contract for the U.S. Department of Housing and Urban Development, hereafter referred to as HUD, nor any other Government Agency with which it has contacts.
- C. To the best of the Proposer's knowledge, there are no unresolved findings raised as a result of HUD audits, management reviews, or any other Governmental investigations concerning the Proposer or work under its contracts.
- D. There has not been a suspension or termination of payments under any HUD contract in which the Proposer has had a legal or beneficial interest attributable to its fault or negligence.
- E. The Proposer has not been convicted of a felony and is not presently, to its knowledge, the subject of a complaint or indictment charging a felony.
- F. The Proposer has not been suspended, debarred, or otherwise restricted by any Department or Agency of the Federal, State, or Municipal Government in New Jersey, nor a PHA in New Jersey, from doing business with such Department or Agency.
- G. Proposer has not defaulted on an obligation covered by a bond, nor has been the subject of a claim under a fidelity bond.
- H. All the names of the parties, known to the Proposer to be principals in this contract, in which it proposes to participate, are included on resumes submitted with this proposal.
- I. To the Proposer's knowledge, Proposer has not been found, to be in violation of any applicable Federal or State Civil Rights' Law.
- J. Proposer is not a member of Congress, or Resident Commissioner, nor otherwise prohibited or limited by law from contracting with the USA.
- K. Proposer is not an officer, employee, or Commissioner of any PHA who is prohibited or limited by law from contracting with PHA's.
- L. Proposer has never been suspended, debarred, or otherwise disqualified by HUD or any other Governmental Agency with which it has contracted from doing business with any Governmental Agency.

## PLEASE SIGN AND DATE

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

### Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

#### 1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled *Site Investigation and Conditions Affecting the Work of the General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

#### 2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

#### 3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

#### 4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

## 5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## 6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

## 7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

## 8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

**9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)**

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

**10. Assurance of Completion**

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[ ] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[ ] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[ ] (3) a 20 percent cash escrow;

[ ] (4) a 25 percent irrevocable letter of credit; or,

[ ] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

**11. Preconstruction Conference (applicable to construction contracts)**

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

**12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)**

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

### Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

#### 1. Certificate of Independent Price Determination

##### (a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

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

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

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

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

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

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

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

#### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,  
(b) Impair the bidder's objectivity in performing the contract work.  
[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |                        |                              |
|------------------------|------------------------------|
| [ ] Black Americans    | [ ] Asian Pacific Americans  |
| [ ] Hispanic Americans | [ ] Asian Indian Americans   |
| [ ] Native Americans   | [ ] Hasidic Jewish Americans |

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)



**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: \_\_\_\_\_

Bidder/Offeror: \_\_\_\_\_

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

☐ I certify, pursuant to Public Law 2012, c.25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the NJ Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered and non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities if Iran outlined above by completing the boxes below

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE ATTACH ADDITIONAL ACTIVITIES TO THIS FORM**

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contract Name _____	Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the Housing Authority of Gloucester County is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Housing Authority to notify in writing any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Housing Authority, permitting the Housing Authority to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) \_\_\_\_\_ Signature \_\_\_\_\_

**Do Not Enter PIN as a Signature**

Title \_\_\_\_\_ Date \_\_\_\_\_



# Certification of Payments to Influence Federal Transactions

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

- 1) Non-construction contracts (*without* maintenance) greater than \$150,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.100) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

**Section I - Clauses for All Non-Construction Contracts greater than \$150,000**

### 1. Definitions

The following definitions are applicable to this contract:

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

### 2. Changes

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

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

### 3. Termination for Convenience and Default

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

### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
  - (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights In Data (Ownership and Proprietary Interest)

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

#### 6. Energy Efficiency

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

#### 7. Disputes

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

#### 8. Contract Termination; Debarment

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

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

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

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

(ii) Any reasonable payment to a person, other than an officer or employee of a

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or 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/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

## 17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

## 18. Dissemination or Disclosure of Information

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

## 19. Contractor's Status

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

## 20. Other Contractors

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

## 21. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## 22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of

recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract



# HOUSING AUTHORITY OF GLOUCESTER COUNTY

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## **GENERAL TERMS AND CONDITIONS**

### **1. Organization**

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

### **2. Cancellation by Contractor**

Contractor shall 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 HAGC's 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 HAGC, the Board of Commissioners has the power or authority to waive or limit the effect of this paragraph. In the event that the HAGC Board of Commissioners cancels or rejects this contract at their aforesaid meeting, this contract shall be null and void and of no effect as to the HAGC; and there shall be no liability on the part of the HAGC hereunder.

### **4. Changes**

A. No changes, additions, or deletions shall be made to the contract the without prior written consent of the HAGC. All amendments shall 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 HAGC and the contractor.

### **5. Insurance**

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 in the RFP specification and as set forth. 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 HAGC in the event coverage is materially changed, canceled, or not renewed. Prior to the inception of work, contractor shall provide to the HAGC's Executive Director or his/her designee a Certificate of Insurance evidencing the following coverages:

#### **A. Additional Insured Requirement**

The Housing Authority of Gloucester County shall be named as additional insured on all policies required hereunder, except for Workers Compensation and Employers Liability.

## HOUSING AUTHORITY OF GLOUCESTER COUNTY

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### ***B. Workers Compensation and Employers Liability***

(1) **Workers Compensation** – Statutory Limits

(2) **Employers Liability**

a. Bodily Injury by Accident -- \$100,000 each accident

b. Bodily Injury by Disease -- \$500,000 policy limit

c. Bodily Injury by Disease -- \$100,000 each employee

### ***C. General Liability***

(1) **Limit of Liability** -- \$1,000,000 per occurrence, combined single limit for bodily injury (including death) and property damage liability

(2) **Coverage**

Premises operation

Blanket contractual liability

Personal injury liability

Products and completed operations

Independent contractors

### **6. Equal Opportunity**

A. The contractor shall send to each labor union or representative of workers with which contractor 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 this clause or any of the Equal Opportunity clauses 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**

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

### **8. Records**

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 HAGC 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 HAGC in the event of termination for convenience or if any payment 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 HAGC, 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.

## HOUSING AUTHORITY OF GLOUCESTER COUNTY

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### 10. Bankruptcy

A. HAGC may terminate this contract by written notice or email notice:

- (1) If the contractor shall become insolvent or make a general assignment for the benefit of creditors; or
- (2) 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

Time shall be measured in calendar days.

### 12. Clause Headings

The headings contained herein and in the contract 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 contract 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 HAGC, all its commissioners, officers, employees and agents from all suits and actions of every nature brought against the HAGC or any of them for or on account of any damage or loss sustained by the HAGC related to the performance of the work and does agree to pay any and all such damages including costs of litigation and counsel fees whether defended by the HAGC or contractor.

B. If the contractor is required to enter premises owned, leased, or occupied by or under the control of the HAGC during the performance of this contract, the contractor shall indemnify and hold harmless the HAGC its commissioners, officers, employees and agents from any loss, cost, damage, expense, or liability by reason of property damage, or personal injury, including death, of whatsoever nature or kind arising out of or as a result of such 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 HAGC a right of action either under this contract or in any manner whatsoever.

### 14. Taxes, Industrial Laws, and Benefits

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 HAGC within 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 laws 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.

## HOUSING AUTHORITY OF GLOUCESTER COUNTY

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### **15. No Waiver of Conditions**

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

### **16. Severability**

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 to this and the provisions of this contract are severable.

### **17. HUD**

The term "HUD" means the United States of America (acting through the Department of Housing and Urban Development) which, subject to the provision of a contract for financial aid with the HAGC, has agreed to purchase certain obligations of the HAGC to aid in financing the work to be performed under the contract. However, nothing contained in the contract shall be construed to create any contractual relationship between the contractor and HUD.

### **18. Subcontractors**

A. Any proposed subcontractor shall be disclosed in contractor's proposal. Contractor shall furnish such written information as the HAGC may require concerning the proposed subcontractor, together with the proposed subcontractor's Non-Collusive Affidavit and Affidavit of Non-Default in the form prescribed by the HAGC. Any objection shall be expressed in writing by the HAGC effective if/when the HAGC responds to contractor's proposal.

B. The HAGC may, without claim for extra cost by the contractor, disapprove any subcontractor for cause on the basis of its own determination or because the proposed subcontractor is listed as ineligible to receive awards of contracts from the United States on a current list or list furnished by HUD or if the subcontractor is on the ineligible list maintained by the HAGC.

C. The contractor shall cause provisions to be inserted in all subcontracts to bind subcontractors to the terms of the HUD Terms and Conditions, HAGC General Terms and Conditions, and other documents comprising the contract insofar as they are applicable to the work of the subcontractor.

D. Nothing contained in the contract shall create any contractual relation between any subcontractor and the HAGC.

### **19. Withholding for Liquidated Damages**

The HAGC may withhold from any monies due to the contractor or subcontractor such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages. The amount to be withheld as liquidated damages is \$300 per day.

### **20. Royalties and Patents**

The contractor shall pay all royalties and license fees. Contractor shall defend all suits or claims for infringement of any patent, trademark, or copyright, and shall save and hold harmless the HAGC from loss on account thereof.

## HOUSING AUTHORITY OF GLOUCESTER COUNTY

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### **21. Permits and Licenses**

If any permits, licenses, or other approvals are necessary for the performance of this contract, then the contractor shall obtain all such permits, licenses, or approvals at no extra charge to the HAGC.

### **22. Affirmative Action**

This contract is subject to compliance with HUD Minority and Women's Business Enterprise Opportunity goals. A minimum goal of 20% of the total dollar amount of all prime contracts, and/or materials and supplies purchased, should be awarded to minority business concerns. A minimum goal of 10% of the total dollar amount should be awarded to Women's Business concerns. These goals are not mandatory set-asides.

### **23. Work Product**

All files and work product, finished and unfinished documents, data, studies and reports prepared by the contractor under this contract shall become the property of the HAGC when created and shall be given to the HAGC prior to completion or termination of this contract or when requested by the HAGC.

## **GENERAL TERMS AND CONDITIONS CERTIFICATION**

The undersigned confirms that the proposer will comply with the General Terms and Conditions required by the Housing Authority of Gloucester County, as outlined above.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

# HOUSING AUTHORITY OF GLOUCESTER COUNTY

## ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> <u>(Initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐

No Addenda were received

Acknowledged for \_\_\_\_\_  
(Name of Bidder)

By \_\_\_\_\_  
(Signature of Authorized Representative)

Name \_\_\_\_\_  
(Print or Type)

Title \_\_\_\_\_

Date \_\_\_\_\_

TO BE RETURNED WITH BID FORM

# HOUSING AUTHORITY OF GLOUCESTER COUNTY

## MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C.17:27

### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

- A. The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, 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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not 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.
- B. The Contractor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex.
- C. The Contractor or Subcontractor, where applicable will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer advising the labor union or worker's representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor or Subcontractor where applicable agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.
- E. The Contractor or Subcontractor agrees to make good faith efforts to employee minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2 .
- F. The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, 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.
- G. The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to 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.
- H. In conforming with the applicable 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, 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.

## HOUSING AUTHORITY OF GLOUCESTER COUNTY

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I. 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 Contract Compliances & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

The parties to this contract do hereby agree that the provision of N.J.S.A. 10:5-31 et seq. dealing with discrimination in employment on Public Contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.

Submitted by:

Broker Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_