



HAGC FINANCE DEPARTMENT

**PROPOSAL/BID
COVER SHEET**Form PO 501
(rev. November 2015)**HOUSING AUTHORITY OF THE
BOROUGH OF GLASSBORO****REQUEST For PROPOSAL (RFP)**Direct Questions concerning this RFP/IFB to:PERSON/TITLE: John Rasmus Property & Modernization N
PHONE/FAX: 856-845-4959 ext. 603
E-MAIL ADDRESS: johnr@hagc.org**RFP/IFB NUMBER: 23-001****DESCRIPTION OF GOODS AND SERVICES**FLOOR COVERING SERVICE--HOUSING AUTHORITY OF THE
BOROUGH OF GLASSBOROCONTRACT TERM BEGINNING ENDING
OPEN**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: October 6, 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 5% 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 & sign the following documents may 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 (if any)
- h. Drug-Free Workplace Affidavit
- i. Non-Default Affidavit
- j. HUD-5369-B, Instructions to Offerors
- k. NJ Business Registration Cert.-Contr. & Subs.
- l. Certificate(s) of Liability Insurance
- m. Certificate(s) of Workers Comp Insurance
- n. Iranian Certification
- o. HUD 50071 Certification of Payments
- p. General Terms and Conditions
- q. Acknowledgement of Addenda Sheet
- r. Mandatory Equal Employment Opport.
- s. Statement of Vendor's Qualification
- t. NJ Public Works Contractor Reg. Cert.
- u. HUD 5370C
- 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

PROPOSAL/BID

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.)
AlternatesALTERNATE 1 - If applicable
N/AALTERNATE 2 - If applicable
N/AALTERNATE 3 - If applicable
N/AALTERNATE 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

SUBMIT ON ORIGINAL FORM

PUBLIC NOTICE REQUEST FOR PROPOSAL
RFP 23-001

FLOOR COVERING SERVICES

Notice is hereby given that the Housing Authority of the Borough of Glassboro (GHA) is soliciting sealed proposals from qualified vendors for open-ended, as-needed floor covering services at GHA owned properties located in the Borough of Glassboro, Gloucester County, New Jersey. GHA shall receive sealed proposals until October 6, 2023, at 10:00 am at the offices of GHA's managing agent, the Housing Authority of Gloucester County, located at 100 Pop Moylan Blvd., Deptford, NJ 08096, at which time and place GHA shall open and announce all sealed proposals received in response to Request for Proposal 23-001 (RFP). Interested vendors shall submit three (3) copies of their sealed proposal.

Proposals shall be submitted in the manner specified herein and as required by the RFP specifications, enclosed in a sealed envelope, addressed to: Housing Authority of the Borough of Glassboro, 100 Pop Moylan Blvd., Deptford, NJ 08096, and clearly marked on the outside with the "DATE, TIME, TITLE AND RFP#23-001."

GHA reserves the right to reject all proposals received by reason of this RFP. Vendors whose proposals are not selected will be notified in writing. GHA is soliciting proposals through a fair and open process in accordance with N.J.S.A. 40A:11-1 et seq. GHA reserves the right to waive informalities in proposals.

Proposals shall comply with all applicable federal, state, and local statutes, rules, and regulations. The selected vendor shall comply with P.L. 1975 c.127, N.J.S.A. 52:32-44, N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

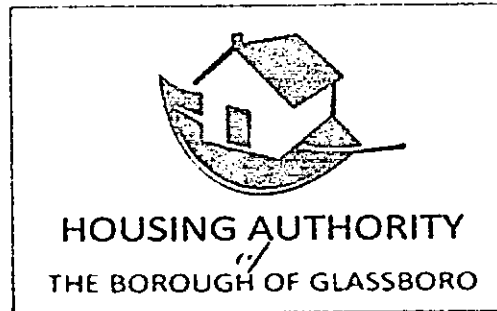
The RFP is available electronically on GHA's Website (www.glassborohousing.org) under the Purchasing Tab. Questions will only be accepted in writing to: John Rasmus at johnr@hagc.org. GHA shall answer all questions by issuing an addendum to the RFP. Receiving an RFP via the website is not recognized by law as a certified means of receiving an RFP, and if addenda are issued, it is the obligation of the interested vendor receiving an RFP from the website to contact GHA no later than 7 days prior to the receipt of proposals (weekends and holidays excepted) to determine if any addenda were issued by GHA. GHA will not notify an interested vendor of addenda if an interested vendor receives an RFP from this website. Failure to acknowledge receipt of addenda if required by the RFP shall result in a proposal being rejected. Proposals shall be enclosed in a sealed envelope addressed to the Housing Authority of the Borough of Glassboro, 100 Pop Moylan Blvd., Deptford, NJ 08096, with the "DATE, TIME, TITLE AND RFP#23-001" clearly marked on the outside of the sealed envelope. Please note that any attempts to deliver a proposal in a manner that is inconsistent with the method as advertised, and required by law, is not acceptable, and therefore such proposal shall be rejected.

GHA is a fair housing provider. GHA does not make any preference, limitation or discrimination because of race, color, religion, sex, handicap, familial status, or national origin. GHA is an equal opportunity employer and complies with all federal and state laws, regulations, and executive orders regarding employment.

BY THE ORDER OF THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

JAY LAPP, CHAIRMAN
KIMBERLY GOBER, EXECUTIVE DIRECTOR

**HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO
REQUEST FOR PROPOSALS (RFP) 23-004
FLOOR COVERING SERVICES**



SCOPE OF WORK / TECHNICAL SPECIFICATIONS

HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO
REQUEST FOR PROPOSALS (RFP) 23-004
FLOOR COVERING SERVICES

Scope of Work / Technical Specifications

GHA is soliciting proposals from qualified, licensed, and insured vendors to provide all labor, supervision, coordination, materials, tools, supplies and equipment necessary to complete the following detailed services on an open-ended as needed basis including, but not limited to: Floor Covering Services.

The work consists of all labor, supervision, coordination, materials, tools, supplies and equipment required to complete the work. The various GHA managed and/or owned properties throughout Gloucester County, New Jersey where the work is to be performed are fully occupied. Vendors shall take into consideration that the residents are elderly and/or disabled. The work must not interfere with the daily operation of the building or the safety of the elderly and/or disabled residents. Pathways, sidewalk ramps, building entrances and common areas are to be kept clear and all work sites safely maintained.

Work is to take place inside GHA owned and/or managed building common areas, building office areas, resident apartments and/or various scattered site homes on an as needed basis. Vendor shall have five (5) days to schedule and submit estimate pricing for review upon receiving notification from GHA. Vendor shall not start any work nor will the vendor order material until a site-specific purchase order is supplied by GHA.

Flooring:

Vendor shall supply 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 satisfactory to GHA in a professionally neat and workman-like manner.

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

- Remove and dispose of existing carpet flooring off site.
- Remove and dispose of existing VCT tile flooring off site.
- Remove and dispose of existing 4" vinyl cove base off site.
- Remove and dispose of existing subflooring off site.
- Supply and install Mannington Commercial Adura Max LVP (or equal).
- Supply and install Mannington Commercial Walkway LVP (or equal).
- Supply and install ¼" Luan as needed.
- Supply and install self-leveling underlayment as needed.
- Supply and install GHA identified 4" vinyl cove base or equal product.
- Supply and install LVP to carpet metal/rubber transition strip.

Vendor shall submit directional layout of all installation areas, satisfactory to GHA, prior to commencing floor installation. Vendor shall not deviate from the approved directional layout. Vendor acknowledges that installation shall take place after the removal of existing carpet and VCT tile. Vendor shall carefully inspect all floor surfaces for square, level and condition prior to installing and/or applying vendor materials to ensure the surfaces provided are sufficient and satisfactory to provide a high-quality finished product free from defects. Vendor 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 vendor. Vendor shall ensure all installations are completed in a professionally neat and workmanlike manner to a high quality of installation. Vendor is to sweep clean all installation areas after installation. Vendor will field verify all dimensions before product ordering.

Warranty

Warranty for all installation and workmanship shall be guaranteed for two (2) years 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 vendor of obligations under requirements of the contract documents.

**HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO
REQUEST FOR PROPOSALS (RFP) 23-004
FLOOR COVERING SERVICES**

Permits

Vendor is responsible to obtain all required work Permits, Licenses and Certifications:

For GHA'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 GHA projects, should the vendor be charged a fee, then submit receipts for fee payments (if applicable).

Installation

All work shall be completed per manufacturers' written specifications and provided, in writing, to GHA upon request.

Use of Premises

During the construction period, vendor shall have partial use of the existing building. Vendor to coordinate staging areas and building access with the designated GHA representative before commencement of work or material delivery. Any damage will be repaired and/or replaced at vendor's sole expense. Vendor shall be issued an apartment key for access and shall pay any replacement fee if the assigned key is lost and/or stolen. Vendor will immediately notify the GHA contact person if key is lost and or stolen. Work hours are subject to municipal ordinance, Monday through Friday, no weekends and/or holidays permitted.

Existing Conditions

Before beginning work, vendor shall 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 GHA contact person and corrected. Proceeding with the work indicates acceptance of surfaces and conditions.

Temporary Conditions

Vendor 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, vendor to provide all necessary means to perform the work.

Should vendor provide any temporary facilities of utilities, any costs or use charges related thereto shall not be charged to GHA 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.

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 and/or material shall be ordered or installed on GHA premises without that approval.

Product Substitutions

GHA will consider vendor's request for substitution when substitution offers GHA 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 vendor'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.

**HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO
REQUEST FOR PROPOSALS (RFP) 23-004
FLOOR COVERING SERVICES**

Material Safety Data Sheets:

At the start of the Contract, vendor shall provide Material Safety Data Sheets (MSDS) of all products to be applied. If, at any time, a new chemical will be applied, an MSDS shall be submitted to the AHO Director, or designee, three (3) days prior to the planned application. All chemicals being applied must be approved by the AHO Director, or designee, in accordance with the manufacturers written specifications.

New Jersey Right to Know Law

Containers must be labeled with chemical name and Chemical Abstract Service number (CAS) for the top five (5) ingredients, as well as the hazardous ingredients. All containers must be labeled according to OSHA 29CRF, 19101200 and the New Jersey Right to Know Laws.

**HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO
REQUEST FOR PROPOSALS (RFP) 23-004
FLOOR COVERING SERVICES**

Product Delivery, Storage and Handling; Site Coordination

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 work 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 work 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. Vendor to notify GHA representative if product is delivered damaged. Store products to allow for inspection and measurement of quantity or counting of units. Store materials in a manner that will not endanger building 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 manufacturers written instructions for temperature, humidity, ventilation and weather protection requirements for storage.**

Vendor Personnel while on GHA owned and/or managed property:

1. All personnel shall observe all rules and regulations in effect at GHA governing safety and personal conduct.
2. All personnel shall be subject to control of GHA, but under no circumstances shall such personnel be deemed employees of GHA.
3. All personnel shall not represent themselves or be considered as employees of GHA.
4. Vendor shall be solely responsible for all damage or unauthorized destruction to any GHA buildings, equipment, premises or facilities.
5. Vendor shall remove from the work site, any personnel who are found to be unacceptable by GHA. Such requests shall not be unreasonable.
6. At all times, all personnel shall dress in professional attire with clear identification of the vendor's name, logo, and personnel's name.

Installation Guidelines

Color Anchor, Divergent, Mannington Select, Nature's Paths, Primary Elements, Uninterrupted, Walkway & Walkway 20 Luxury Vinyl Plank & Tile Installation Guidelines

GENERAL INFORMATION

Contact Mannington Commercial Technical Services for guidance about subfloor testing and installation recommendations. Technical Services can be reached Monday to Friday, 8:00 a.m. to 5:00 p.m. EST at 800.241.2262 ext 3.

These instructions cover all fully adhered installations of Mannington Commercial Luxury Vinyl Plank and Tile (LVF). This includes: Color Anchor, Divergent, Mannington Select, Nature's Paths, Primary Elements, Uninterrupted, Walkway and Walkway 20. All recommendations are based on the most recent available information. The information on these sheets provides general guidelines. For complete details consult Mannington Commercial's General Installation Guide or visit our website at manningtoncommercial.com. These instructions and recommendations must be followed for a satisfactory installation.

The installation of Mannington Commercial LVF is straightforward and similar to the installation procedures that apply to all quality resilient floors. Good preparation is essential for a trouble-free installation. Do not install Mannington Commercial LVF until job-site testing and subfloor preparations are finished and the work of all other trades is complete. Site conditions must comply with the relevant building codes and local, state and national regulations.

- Mannington Commercial LVF is recommended for use over properly prepared concrete, suspended wood, metal and other suitable substrates. Never install Mannington Commercial LVF over residual asphalt type (Cutback) adhesive as "Bleed Through" may occur.
- Mannington Commercial LVF is not suitable for external installation or unheated locations.
- Mannington Commercial flooring, adhesive, job-site and subfloor must be acclimated to a stable condition before installation. (See Job-site Testing).
- Following installation, Mannington Commercial LVF foot traffic should be minimized for 24 hours; point loads and rolling traffic should be minimized for 48 hours, and utilize minimal wet cleaning for 5 days (except XpressStep).
- Mannington Commercial LVF flooring should remain at a temperature between 55°-85°F (13°-29°C) during its service life.
- Adhesive types can have a significantly different moisture tolerance which can influence required subfloor prep as well as install time.

MATERIAL RECEIVING, HANDLING & STORAGE

1. All floor covering products require care during storage and handling. It is important to store flooring products in a dry, temperature-controlled interior area.
2. The temperature range should be between 65°-100°F, and the relative humidity should be controlled and maintained between 30-70%.
3. Material must be conditioned for at least 48 hours before beginning the installation.
4. Flooring materials that are shipped in cartons must also be stored properly. Cartons must be kept squarely positioned on the pallet to prevent distortion of the contents and to be fully supported. Do not store close to exterior walls, in direct sunlight or near HVAC vents.
5. Stored cartons are to be protected from forklift and other traffic that can damage carton corners. Never double-stack pallets of flooring products.

Installation Guidelines

6. Immediately remove all shrink wrapping before acclimation and verify materials delivered are correct style, color and quantity.
7. Report discrepancies immediately to Mannington Commercial at 800.241.2262 ext. 2 (Claims), as installation of products installed with visual defects, mixed production runs or incorrect style will not be honored.

JOB-SITE TESTING

1. Before job-site testing, the building envelope must be sealed (walls, roofing, windows, doorways etc., installed).
2. The installation area and materials to be installed shall be maintained at a minimum of 65°F (18.3°C) and a maximum of 85°F (29.4°C) for 48 hours before, during and for 48 hours after completion of the installation. Relative humidity level extremes should also be avoided. General recommended humidity control level is between 35-55%. If a system other than the permanent HVAC source is utilized, it must provide proper control of both temperature and humidity to recommended or specific levels for the appropriate time duration.
3. Test sites must be properly prepared and protected for the duration of testing to achieve valid results.
4. Surface flatness for all subfloors: The surface shall be flat to 3/16" (3.9mm) in 10 ft. (3050 mm) and 1/32" (0.8 mm) in 1 ft. (305 mm). To check flatness, place a 10-ft. straight edge, string, laser level or use another suitable method on the surface, and measure the gap.
5. Concrete subfloors:
 - Concrete subfloors must be finished, cured, and free of all sealers, coatings, finishes, dirt, film-forming curing compounds or other substances that may prevent proper bonding of the flooring materials (ACI 302.1 and ASTM F710).
 - Randomly check concrete subfloor for porosity using the drop water test. Place a 1"-diameter drop of water directly onto the concrete subfloor. If the water droplet does not dissipate within 60 to 90 seconds, the subfloor is considered non-porous.
 - Concrete subfloors must have a minimum compressive strength of 3000 psi. Concrete subfloors shall not consist of lightweight concrete or gypsum.
 - Moisture testing: Perform either the preferred In-situ Relative Humidity (RH) Test (ASTM F2170) or the acceptable Moisture Vapor Emission Rate (MVER) Test (ASTM F1869). For acceptable moisture limits please refer to the specifications of the adhesive of choice.
 - Alkalinity: You must test surface alkalinity (pH) as per ASTM F710.
6. Wood subfloors and underlayment panels shall have the moisture content tested using a suitable wood pin meter. Readings between the wood subfloor and underlayment should be within 3% and have a maximum moisture content of 14% or less.

MOISTURE SUPPRESSANT SYSTEM

Concrete subfloors that exceed adhesive specifications will require a Moisture Suppressant System. Due to complexities associated with moisture vapor transmission, emissions and movement of soluble salts (alkalinity) in concrete subfloors, we do not offer, recommend or warranty a specific solution for excess moisture in concrete slabs. However, there are many companies that offer solutions with warranties for excess moisture in concrete slabs.

Mannington Commercial suggests that you reference the current ASTM F710, "Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring," and ASTM F3010, "Standard Practice for Two Component Resin Based Membrane Forming Moisture Mitigation Systems for Use Under Resilient Flooring Systems." Contact one or more of the following or other moisture suppressant system suppliers for assistance:

Ardex: 724.203.5000, www.ardex.com

Koester American Corp.: 757.425.1206, www.koesterusa.com

Mapei: 800.426.2734, www.mapei.com

Schonox: 855.391.2649, www.hpsubfloors.com

Uzin: 800.505.4810, www.ufloorsystems.com

Installation Guidelines

SUBFLOOR PREPARATION**Concrete**

Careful subfloor preparation is vital for an excellent floor appearance and good tile/plank adhesion. The subfloor must be smooth, firm, flat, clean, dry, free from defects and fit for purpose. A suitable smoothing compound should be used to ensure that no irregularities show through to the surface of the finished floor. In all cases, the subfloor must meet the moisture and pH requirements before installation.

Below and on-grade concrete subfloors must have a suitable vapor retarder properly installed directly beneath the slab. Always follow manufacturer's written recommendations for the use and installation of their appropriate surface preparation materials.

1. Record and file site conditions, test results and any corrective action(s) taken. It is important to maintain this documentation throughout the warranty period.
2. Subfloor must be clean (free of dirt, sealers, curing, hardening or parting compounds or any substance that may stain or prevent adhesion), smooth, flat, sound, fit for purpose and free of movement, excessive moisture and high alkalinity.
3. Slick surfaces such as power-troweled concrete shall be abraded or profiled to allow for a mechanical bond between the adhesive and subfloor.
4. Remove existing resilient floor covering; remove all residual adhesive, paint or other contaminants following RFCI recommended work practice. The use of adhesive removers or solvents in the abatement or removal of existing or old adhesives is prohibited and may void any warranty.

WARNING: ASBESTOS & SILICA - Refer to the current Resilient Floor Covering Institute (RFCI) document "Recommended Work Practices for Removal of Existing Resilient Floor Coverings" for guidance (www.RFCI.com).

5. Perform corrective actions necessary for elevated moisture or high alkalinity conditions.
6. Surface flatness for all subfloors: The surface shall be flat to 3/16" (3.9 mm) in 10 ft. (3050 mm) and 1/32" (0.8 mm) in 1 ft. (305 mm). Bring high spots level by sanding, grinding etc. and fill low spots. Smooth surface to prevent any irregularities or roughness from telegraphing through the new flooring.
7. Leveling and patching: For concrete subfloors, use only high quality Portland cement-based materials (minimum 3000 psi compressive strength according to ASTM C109 or ACI). Mix with water only; do not use latex. Caution: Do not lightly skim coat highly polished or slick power-troweled concrete surfaces. A thin film of floor patch will not bond to a slick subfloor and may become a bond breaker, causing flooring to release at the interface of the subfloor and patching material. If in doubt, perform a bond test prior to commencing with the installation.

Wood

1. Wood subfloors require an underlayment (double layer construction) with a minimum total thickness of 1" (25 mm). Use minimum 1/4" (6 mm) thick APA rated "underlayment grade" plywood with a fully sanded face, or other underlayment panel that is appropriate for the intended usage. Install and prepare panels and seams according to the manufacturer's instructions. Also refer to ASTM F1482, "Standard Practice for Installation and Preparation of Panel Underlayments to Receive Resilient Flooring."
2. Many times, wood panel subfloors are damaged during the construction process or are not underlayment grade. These panels must be covered with an appropriate underlayment. Underlayment panels are intended to be used to provide a smooth surface on which to adhere the finished floor covering. It should be understood that underlayment panels cannot correct structural deficiencies.

Installation Guidelines

3. Panels intended to be used as underlayment should be specifically designed for this purpose. These panels should have a minimum thickness of 1/4" (6 mm). Any panels selected as an underlayment must meet the following criteria:
 - Be dimensionally stable
 - Have a smooth, fully sanded face, so graining or texture will not telegraph through
 - Be resistant to both static and impact indentation
 - Be free of any surface components that may cause staining, such as plastic fillers, marking inks sealers, etc.
 - Be of uniform density, porosity and thickness
 - Have a written warranty for suitability and performance from the panel manufacturer, or have a history of proven performance
4. Any unevenness at the joints between panels must be sanded to a level surface. Gaps between panels, hammer indentations and all other surface irregularities must be filled and sanded.
5. Particleboard, chipboard, construction grade plywood, OSB, flake-board and wafer board are not recommended as underlayments. All have inadequate uniformity, poor dimensional stability and variable surface porosity. Mannington Commercial will not accept responsibility for adhered installation over these subfloors. In all cases, the underlayment manufacturer or underlayment installer is responsible for all underlayment warranties.

INSTALLATION PROCEDURE

Before starting the Mannington Commercial LVF installation, ensure the following are satisfactorily completed:

1. **Acclimation:** The installation area and materials to be installed shall be maintained at a minimum of 65°F (18.3°C) and a maximum of 85°F (29.4°C) for 48 hours before, during and for 48 hours after completion of the installation. Relative humidity level extremes should also be avoided. General recommended humidity control level is between 35-55%. If a system other than the permanent HVAC source is utilized, it must provide proper control of both temperature and humidity to recommended or specific levels for the appropriate time duration.
2. **Flooring materials:** Check that the quantity of Mannington Commercial LVF and adhesive are sufficient for area to be installed. Check material for visual defects before installation. Installation of flooring acknowledges acceptance of materials. Report discrepancies immediately to Mannington Commercial at 800.241.2262 ext. 2 (Claims), as installation of products installed with visual defects, mixed production runs or incorrect style will not be honored.
3. **Expansion joints, isolation joints or other moving joints** are incorporated into concrete floor slabs in order to permit movement without causing random cracks in the concrete. These joints must be honored and not filled with underlayment products or other materials, and floor coverings must not be laid over them. Expansion joint covering systems should be detailed by the architect or engineer based upon intended usage and aesthetic considerations.
4. **Surface cracks, grooves, depressions, control joints or other non-moving joints, and other irregularities** shall be filled or smoothed with high quality Portland cement-based patching or underlayment compound for filling or smoothing, or both. Patching or underlayment compound shall be moisture, mildew, and alkali-resistant, and shall provide a minimum of 3000 psi compressive strength after 28 days, when tested in accordance with ASTM C109 or ASTM C472, whichever is appropriate.
5. **Subfloor preparation:** Make sure all surfaces to be covered are completely clean, dry and smooth and that all necessary subfloor preparation has been properly completed and documented.
6. **Inspect substrate:** Perform final acceptance inspection of substrate.
7. **Adjacent surfaces protection:** Protect adjacent work areas and finish surfaces from damage during product installation.
8. **Flooring protection:** Mannington Commercial LVF should be the last material installed to prevent other trades from disrupting the installation and adhesive set-up or damaging the floor.

Start of flooring installation indicates acceptance of current subfloor conditions and full responsibility for completed work.

Installation Guidelines

Layout

Mannington Commercial LVF comes in plank and tile formats. All products have arrows imprinted on the back. Lay all arrows pointing in the same direction. Mannington Commercial LVF can be laid out to run either parallel or diagonal to the room or primary wall.

- Tiles should be installed block or staggered; when quarter turned, arrows should alternate.
- Plank flooring should have end joints offset by at least 6" and staggered to create a random appearance that avoids alignment of end joints. All arrows should point in the same direction.

The following conditions must be given consideration when determining how Mannington Commercial LVF will be installed:

1. The layout shall be specified by end user, architect or designer.
2. Establish center marks and determine start point to balance installation in room and have equal tile widths on opposite sides of room. This can be facilitated by dry-laying tiles and marking base lines.
3. The room layout must be set up so that all flooring can be installed while staying off freshly installed tiles. This will minimize tile shifting, adhesive displacement and wet adhesive from oozing up and getting onto the face of the tiles. This can be accomplished by creating work zones outlined with chalk lines to spread adhesive aligned with established base lines. Create work zones that are no wider than the installers' comfortable arm reach and in multiples of the tile width.
4. All installations: Spread only the amount of adhesive that can be covered within the working time specific to the adhesive being used.

When all preparatory work is satisfactorily completed, including dry-fitting cut tiles (if applicable), proceed with installation. Inspect each tile for visual defects before installing. Installation of the flooring implies acceptance of materials.

Adhesives

Mannington Commercial adhesives are specifically formulated to be fully compatible with backings and chemistry and to maximize the performance of Mannington Commercial products. Using substitutes or failing to use Mannington Commercial adhesives as recommended can cut short product life and cause installation failure.

Mannington Commercial recommends the following adhesives for the installation of Mannington Commercial LVF. Only these adhesives should be used. Other adhesives may not provide adequate performance and could result in a failure.

1. Mannington Commercial V-82 Adhesive: Solvent-free, acrylic adhesive for installation of Mannington Commercial LVF on porous substrates including concrete. The maximum moisture limits must be no greater than 3 lbs. MVER per ASTM F1869 and/or 75% relative humidity per ASTM F2170. V-82 should be applied with a 1/16" x 1/32" x 1/32" trowel with an approximate spread rate of 150-200 sq. ft. per gallon. See adhesive spec and label for details.
2. Mannington M-Guard V-88 Adhesive: Moisture resistant transitional pressure sensitive adhesive. The maximum moisture limits for renovations or older slabs must not exceed moisture tolerances of 8 lbs. maximum MVER, 90% relative humidity and 10 pH. The maximum moisture limits for new construction concrete is 12 lbs. MVER, 99% relative humidity and 12 pH. The adhesive will not correct pre-existing moisture problems in older concrete subfloors. V-88 should be applied over porous subfloors using 1/16" x 1/32" x 1/32" U-notched trowel with an approximate spread rate of 250 sq. ft. per gallon, and over non-porous subfloors using a 1/16" x 1/32" x 5/64" U-notched trowel with an approximate spread rate of 350 sq. ft. per gallon. For non-porous substrates, adhesive must dry completely. See adhesive spec and label for details.

Installation Guidelines

3. **Mannington Commercial V-95 Adhesive:** Solvent-free, 2-component epoxy adhesive for use on non-porous substrates, under hospital beds or operating room tables, in areas with heavy rolling loads, in areas subject to standing water or topical moisture and in areas where high performance is needed. The maximum moisture limits must be no greater than 3 lbs. MVER per ASTM F1869 and/or 75% maximum relative humidity per ASTM F2170. V-95 should be applied with a 1/16" x 1/32" x 1/32" trowel with an approximate spread rate of 185-245 sq. ft. per gallon. See adhesive spec and label for details.
4. **XpressStep Spray Adhesive:** Water based spray adhesive recommended for the installation of Mannington Commercial LVF over porous and non-porous subfloors. Moisture limits are 10 lbs. maximum MVER or 95% relative humidity with a pH maximum limit of 11. Spread rate approximately 150-185 sq. ft. per can.
XpressStep Premium Spray Adhesive: Moisture limits are 10 lbs. MVER or 98% relative humidity with a pH maximum limit of 12. Spread rate approximately 150-185 sq. ft. per can.
XpressStep Spray Adhesives may be used under hospital beds and heavy rolling loads.

Mannington Commercial will not assume responsibility for floor covering failure due to hydrostatic pressure or moisture vapor emission. The final responsibility for determining if the concrete is dry enough for installation of the flooring lies with the floor covering installer. The adhesives are designed to be moisture resistant to accommodate the water of hydration contained in new slabs or initial mixing; they are not to be considered remedial solutions to concrete subfloors with a history of moisture problems.

Important: Temperature directly affects adhesive working and setting times. Warmer temperatures shorten working times and colder temperatures lengthen working times of adhesive. Follow instructions on container for proper application.

Full Spread Installation

Adhesive application: Follow the instructions on the adhesive labels.

1. Use a trowel with appropriate notch size. Do not use worn trowels (approximately 600 sq. ft. usage on concrete).
2. Spread adhesive evenly with proper trowel held at 60 degree angle, avoiding skips or voids and excessive adhesive application.
3. Only spread sufficient adhesive that can be covered within the adhesive working time.
4. Tiles/planks must be placed into adhesive as specified (follow label directions).
5. Install rows to chalk line making sure tiles/planks are precisely aligned with chalk line and adjacent tiles.
6. Randomly check tiles/planks for complete coverage of adhesive onto back of tile, especially near the end of each adhesive spread. If there is little or no adhesive transfer, or if the adhesive has flashed off or skinned over, adequate bonding may not be possible. Scrape the flashed-off adhesive from the floor, and spread fresh adhesive.
7. If tiles/planks shift, use releasable masking tape diagonally over seams to keep tiles tight and aligned.
8. **Wet-set application:** Do not work on top of freshly installed flooring. This will minimize tile/plank shifting and adhesive displacement, and prevent wet adhesive from oozing up and getting onto the surface of the new flooring.
9. The floor must be rolled in both directions using a 100-lb. 3-section roller. Roll floor as soon as conditions permit, without the tiles/planks sliding or adhesive bleeding to the surface. Roll floor again, 90 degrees to the first direction, within 1 hour. Adhesives should provide 100% uniform adhesive transfer (no visible trowel ridges) onto the back of the tile/plank, and not cause adhesive to squeeze out between tiles/planks. Pressure Sensitive Adhesive will not transfer 100% to the backing of the tile/plank. Be sure not to exceed the 3 hour working time.
10. Clean excess adhesive as you install, before it is allowed to dry. Use a soapy, clean, soft cloth to remove wet excess adhesive.
11. Clean up all debris as you work.
12. Wait 24 hours for normal foot traffic and 48 hours for point and rolling loads after installation.
13. During first five days, minimize heavy wet cleaning to allow adhesive to fully set.

Installation Guidelines

Perimeter Glue Installation

This installation method is for Uninterrupted with MT-711 adhesive only.

1. Before installation, make sure the subfloor is dry and dust free.
2. This method should not be used in areas with heavy traffic, rolling loads or in any Commercial application where high performance is needed. For those areas and applications, see Full Spread Installation above.
3. This method requires a 9 to 12-inch band around the perimeter room and/or every 20 feet thereafter.
4. Pour the adhesive into a suitable container, such as a paint tray.
5. Using a 16" x 16" x 16" square-notched trowel or a well-soaked 1" nap roller, apply an even coat of MT-711 onto the floor to give a consistent coverage, avoiding puddling.
6. Allow the MT-711 to dry to a clear tacky film, which could take 30 minutes or longer depending on atmospheric conditions, subfloor porosity, etc., before placing the tiles/planks.
7. Lay tiles/planks carefully onto the adhesive, and press into position.
8. When placing perimeter tiles/planks into position, it is recommended that they are cut net to size, such that tiles/planks can be installed without having to apply pressure or force them into place. Tiles/planks requiring hand cutting must be cut such that edges are vertical. This will prevent tile/plank edges from lifting after installation.
9. Roll the floor in two directions at right angles to each other using a 100-lb. roller, with overlapping passes to ensure good contact between tiles/planks, adhesive and substrate.

Special Considerations

1. Radiant heat: Mannington Commercial LVF can be installed over radiant heating (hydronic) systems. The maximum temperature of the subfloor surface must not exceed 85°F. Before installing flooring products over newly constructed radiant heating systems, operate the system at maximum capacity to force any residual moisture from the cementitious topping of the radiant heating system. The system must be switched off for a minimum of 48 hours before, during and 48 hours after flooring installation.
2. Direct sunlight: Installations in areas where there is heavy direct sunlight exposure for long periods of time should utilize window treatments and/or utilize V-95 Adhesive in these areas.
3. Protecting new installations: New installations must be protected while the adhesive cures. Early foot traffic, point or rolling loads can cause adhesive displacement or breaking of the bond between the adhesive and the tile or substrate.

Maintenance Precautions & Safety Information

Effective maintenance includes promptly removing all spills and then thoroughly cleaning with a diluted neutral cleaner or cleaner/maintainer solution. Failure to establish an effective routine maintenance program will not only detract from the appearance of the floor but may shorten its useful life. For complete details refer to Mannington Commercial's maintenance guidelines.

Safety first: Before commencing work, put out signs or safety cones to warn that cleaning is in progress. A slippery floor can cause accidents. Slipperiness can be caused by poor maintenance, surface contamination, spills or when the floor is wet. All hard floors can be slippery when wet. Ensure the floor is clean and dry before resuming use. Use warning signs in commercial areas when performing maintenance or cleaning spills.

Style	Wood
Construction	Luxury Vinyl Tile
Classification	ASTM F1700 Class III, Type B
Total Thickness	0.098" (2.5 mm)
Wear Layer Thickness	20 mil (0.51 mm)
Wear Layer	Enhanced Urethane
Edge Treatment	Micro-bevel
Sizes	6" x 36" (152 x 915 mm)
Colors	8
Packaging	24 pcs, 36 ft ² (3.345 m ²), 23.29 lbs. (10.56 kg)
Adhesive	Porous and Non-porous Substrates: V-95 Full Spread, 2-part Epoxy V-88 Full Spread, Transitional Pressure Sensitive, High Moisture XpressStep for LVT & Sheet Vinyl Full Coverage Spray XpressStep Premium for LVT Full Coverage High Moisture Spray Porous Substrates Only: V-82 Full Spread Note: Must use V-95, XpressStep or XpressStep Premium under hospital beds and heavy rolling load areas. Use V-95 where higher risk of topical moisture would be a concern.
Installation Method	All arrows in the same direction. Planks should have end joints offset by at least 6" and staggered to create a random appearance.
Testing	
HUD/FHA	Passes
Flexibility (ASTM F137)	Passes - 1" Mandrel - No Crack/Break
Dimensional Stability (ASTM F2199)	Passes - Max 0.020 in/in ft
Squareness (ASTM F540)	Passes - Max 0.010"
Static Load (ASTM F970 mod.)	Passes - 1,500 PSI; Residual Indent ≤ 0.005"
Residual Indentation (ASTM F1914)	Passes - < 8% Avg / 10% Single Value
Flooring Radiant Panel (ASTM E648)	Passes - Class 1; ≥ 0.45 watts/cm ²
Smoke Density (ASTM E662)	Passes - ≤ 450
Slip Resistance (ASTM C1028)	Passes - ≥ 0.5 Leather; 0.6 Rubber
Resistance to Light (ASTM F1515)	Passes
Chemical Resistance (ASTM F925)	Passes
Resistance to Heat (ASTM F1514)	Passes
Environmental Data	
Indoor Air Quality	FloorScore Certified; CDPH v1.1-2010
Product Declarations	EPD
LEED Scoreboard	May contribute to LEED credits: LEED 2009: MRc5 Regional Materials; IEQ4.1 Low Emitting Adhesives; IEQ4.3 Low Emitting Materials - Flooring LEED v4: Building Product Disclosure & Optimization - EPDs; IEQc2 - Low Emitting Materials Visit mM Origin website, mindfulmaterials.origin.build , for current transparency information Madison, GA (USA) - ISO 14001 EMS & ISO 9001 QMS Registered
mindful MATERIALS Manufacturing	
Warranty	Limited 10 Year Commercial Warranty

Crafted with Purpose

For more information, contact your local Mannington Commercial representative or visit manningtoncommercial.com

07/19

MANNINGTON MILLS, INC.
P.O. Box 30
Salem, NJ 08079
(856) 935-3000

To Whom It May Concern:

Adura Max* meets FHA/HUD product requirements based upon compliance with ASTM F 1700. Max is rated for both residential and light commercial applications. Further information is provided below:

Product Construction	Luxury Vinyl Tile Urethane Wearlayer with Aluminum Oxide Micro-bevel edges
----------------------	--

Overall Thickness, inches - Nominal	0.315" (8.0 mm)
	0.067" (1.7 mm) LVT Cap
	0.188" (4.8 mm) Rigid PVC Core
	.060" (1.5 mm) Cushion Backer

Wearlayer Thickness- Nominal	20 mils + Urethane with Aluminum Oxide
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<u>Collection</u>	<u>Finished Size (nominal)</u>	<u>Pieces/ Carton</u>	<u>Weight/Carton</u>	<u>Sq. ft./ Ctn.</u>	<u>Cartons/ Pallet</u>
Adura Max	6" x 48"	14	45.89	27.39	42

Recommended Use & Manufacturer Warranty**

Residential	Yes- Limited Lifetime
Light Commercial	Yes- 10 Year
Commercial	N/A

ASTM F 1700 Specification Rating Class III Type B***

ASTM E-648 Critical Radiant Flux
Flame Spread CRF>0.45 w/sqcm Passes as Class 1

ASTM E-662 NBS Smoke Chamber Test, Smoke Value 450 or Less+	Yes
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ASTM E 90 & E 492
6" (152mm) concrete slab with drop ceiling

Static Load Limit, psi	250
------------------------	-----

Coefficient of Friction, rubber Coefficient of Friction ≥ 0.6

ADA Guidelines	Meets or Exceeds ADA Guidelines
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Recommended Grade Level

On, Above, and Below Grade

Recommended Adhesive Type/Spread

N/A*

** Max is a floating floor installation system that does not require glue.*

*** If there is any question as to whether the site is determined to be light commercial contact Mannington Installation Services or the local Mannington Distributor.*

*** Except for Dimensional Stability; N/A due to Floating installation recommendation*

+ Flaming mode

WARNING:

Do not sand, dry sweep, dry scrape, drill saw, beadblast, or mechanically chip or pulverize existing resilient flooring, backing, lining felt or asphaltic "cut-back" adhesives. These products may contain either asbestos fibers or crystalline silica. Avoid creating dust. Inhalation of such dust is a cancer and respiratory tract hazard. Smoking by individuals exposed to asbestos fibers greatly increases the risk of serious bodily harm. Unless positively certain that the product is non-asbestos containing material, you must presume it contains asbestos. Regulations may require that the material be tested to determine asbestos content. The RFCI's Recommended Work Practices for Removal of Resilient Floor Coverings (www.rfci.com) are a defined set of instructions which should be followed if you must remove existing resilient floor covering structures. You may also refer to Mannington's Professional Installation Handbook.

**HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO
REQUEST FOR PROPOSALS (RFP) 23-001
FLOOR COVERING SERVICES**

Evaluation and Selection Criteria

An initial screening of all proposals will be conducted to determine overall responsiveness. Proposals determined to be incomplete or non-responsive may be disqualified.

Selection of the awarded vendor shall be based solely on the Review Committee's evaluation of the proposals and the criteria identified herein.

GHA reserves the right to interview the vendors that submit proposals.

GHA reserves the right to suspend or terminate the procurement process described in this RFP at any time (in GHA's sole discretion). If terminated, GHA may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the vendors.

By submitting a proposal in response to this RFP, vendors acknowledge that subjective criteria will be used in the evaluation of proposals. Award of a contract shall be made to the responsible vendor whose proposal is determined to be the most advantageous to GHA.

By submitting a proposal in response to this RFP, vendors acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of proposals.

Requests for Clarification by GHA:

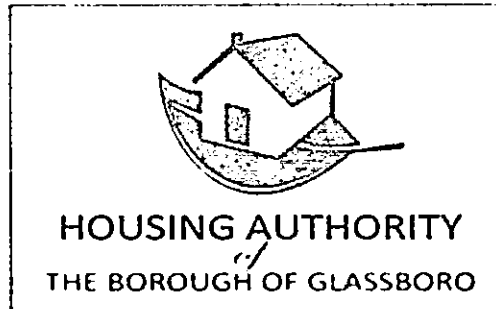
GHA may request that any vendor clarify or supplement any information contained in any proposal. Vendors are required to provide a written response within two (2) business days of receipt of any request for clarification by GHA.

Award of a contract will be based upon a review and analysis of all proposals to determine which proposal/proposals is most advantageous to GHA based upon points-earned criteria derived from a service and financial evaluation.

Vendors will be awarded points in the following categories:

EVALUATION CRITERIA DESCRIPTION	POINT VALUE
Pricing: The costs submitted by the vendor.	0-30
Responsiveness: The proposed time by the vendor to respond and submit estimates for GHA review and approval.	0-25
Lead Time: The proposed time by the vendor to deliver and install GHA identified flooring per the manufacturers written specifications.	0-25
Qualifications & Experience: Reference check, completed projects similar to the identified scope of work in this RFP in public buildings, senior and/or medical facilities, commercial buildings as well as the number of years vendor has been in business.	0-20

**HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO
REQUEST FOR PROPOSALS (RFP) 23-001
FLOOR COVERING SERVICES**



FORM OF PROPOSAL SUPPORTING DOCUMENTS

THE FOLLOWING FORMS ARE TO BE COMPLETED AND SUBMITTED WITH PROPOSAL

The Housing Authority of the Borough of Glassboro (GHA) may consider "irregular" or "non-responsive" any proposal not prepared and submitted in accordance with the proposal document and specification, or any proposal lacking sufficient technical literature to enable GHA to make a reasonable determination of compliance to the specification.

It shall be the vendor's responsibility to carefully examine each item of the specification. Failure to offer a completed proposal or failure to respond to each section of the supporting document section may cause the proposal to be rejected without review as "non-responsive." All variances, exceptions and/or deviations shall be fully described in the appropriate section.

**HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO
REQUEST FOR PROPOSALS (RFP) 23-001
FLOOR COVERING SERVICES**

QUALIFICATION STATEMENT

ALL QUESTIONS MUST BE ANSWERED (TYPE OR PRINT)

Legal Name of Vendor:			
Trade Name (if different):			
Business Address:	Street:		
	City:	State:	Zip:
	Telephone:	Email:	
Type of Organization (X):	Sole Proprietor:	Partnership:	Corporation:
	Limited Liability Company:	Other:	
Organized:	Date:	State:	
Number of years vendor has been in business performing the work identified in this RFP:			

Identify the individual(s) that will act as site manager for the provision of work:		
Name	Title	Telephone

Does GHA and/or site manager inspect work sites (X):	Yes:	No:
How often:		

HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO
REQUEST FOR PROPOSALS (RFP) 23-004
FLOOR COVERING SERVICES

Evaluation Criteria

November 1, 2023 – October 31, 2024

Proposed Pricing: PREVAILING WAGE RATE	PRICE
<u>Provide per square foot (s/f) cost for labor and material</u>	
PER S/F PRICE TO REMOVE EXISTING GLUE DOWN CARPET	\$
PER S/F PRICE TO REMOVE EXISTING VCT TILE	\$
PER S/F PRICE TO REMOVE CARPET, PADDING AND TACK STRIPS	\$
PER S/F PRICE TO SUPPLY AND INSTALL MANNINGTON COMMERCIAL WALKWAY 20 LVP GLUE DOWN	\$
PER S/F PRICE TO SUPPLY AND INSTALL MANNINGTON ADURA MAX PRIME LVP	\$
PER S/F PRICE TO SUPPLY AND INSTALL SELF LEVELING UNDERLAYMENT	\$
PER S/F PRICE TO SUPPLY AND INSTALL 1/4" LUAN	\$
<u>Provide per linear foot (l/f) cost for labor and material</u>	
REMOVE SUPPLY AND INSTALL 4" VINYL COVE BASE	\$
REMOVE SUPPLY AND INSTALL LVT TO CARPET RUBBER DOORWAY TRANSITION	\$
REMOVE SUPPLY AND INSTALL LVT TO CARPET METAL DOORWAY TRANSITION	\$
PREVAILING WAGE RATE	

Submitted by: _____ Date: _____

Print Name & Title: _____

**HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO
REQUEST FOR PROPOSALS (RFP) 23-004
FLOOR COVERING SERVICES**

Evaluation Criteria

November 1, 2023 – October 31, 2024

Proposed Pricing: NON-PREVAILING WAGE RATE	PRICE
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NON-PREVAILING WAGE RATE	

Submitted by: _____ Date: _____

Print Name & Title: _____

**HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO
REQUEST FOR PROPOSALS (RFP) 23-004
FLOOR COVERING SERVICES**

Evaluation Criteria

OPTION 1: November 1, 2024 – October 31, 2025

Proposed Pricing: PREVAILING WAGE RATE	PRICE
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PREVAILING WAGE RATE	

Submitted by: _____ Date: _____

Print Name & Title: _____

**HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO
REQUEST FOR PROPOSALS (RFP) 23-004
FLOOR COVERING SERVICES**

Evaluation Criteria

OPTION 1: November 1, 2024 – October 31, 2025

Proposed Pricing: NON-PREVAILING WAGE RATE	PRICE
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NON-PREVAILING WAGE RATE	

Submitted by: _____ Date: _____

Print Name & Title: _____

**HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO
REQUEST FOR PROPOSALS (RFP) 23-004
FLOOR COVERING SERVICES**

Evaluation Criteria

OPTION 2: November 1, 2025 – October 31, 2026

Proposed Pricing: PREVAILING WAGE RATE	PRICE
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REMOVE SUPPLY AND INSTALL LVT TO CARPET METAL DOORWAY TRANSITION	\$
NON-PREVAILING WAGE RATE	

Submitted by: _____ Date: _____

Print Name & Title: _____

**HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO
REQUEST FOR PROPOSALS (RFP) 23-004
FLOOR COVERING SERVICES**

Evaluation Criteria

OPTION 2: November 1, 2025 – October 31, 2026

Proposed Pricing: NON-PREVAILING WAGE RATE	PRICE
<u><i>Provide per square foot (s/f) cost for labor and material</i></u>	
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REMOVE SUPPLY AND INSTALL LVT TO CARPET METAL DOORWAY TRANSITION	\$
NON-PREVAILING WAGE RATE	

Submitted by: _____ Date: _____

Print Name & Title: _____

**HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO
REQUEST FOR PROPOSALS (RFP) 23-004
FLOOR COVERING SERVICES**

Evaluation Criteria

OPTION 1: November 1, 2026 – October 31, 2027

Proposed Pricing: PREVAILING WAGE RATE	PRICE
<i>Provide per square foot (s/f) cost for labor and material</i>	
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PREVAILING WAGE RATE	

Submitted by: _____ Date: _____

Print Name & Title: _____

**HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO
REQUEST FOR PROPOSALS (RFP) 23-004
FLOOR COVERING SERVICES**

Evaluation Criteria

OPTION 1: November 1, 2026 – October 31, 2027

Proposed Pricing: NON-PREVAILING WAGE RATE	PRICE
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PER S/F PRICE TO REMOVE CARPET, PADDING AND TACK STRIPS	\$
PER S/F PRICE TO SUPPLY AND INSTALL MANNINGTON COMMERCIAL WALKWAY 20 LVP GLUE DOWN	\$
PER S/F PRICE TO SUPPLY AND INSTALL MANNINGTON ADURA MAX PRIME LVP	\$
PER S/F PRICE TO SUPPLY AND INSTALL SELF LEVELING UNDERLAYMENT	\$
PER S/F PRICE TO SUPPLY AND INSTALL 1/4" LUAN	\$
<u><i>Provide per linear foot (l/f) cost for labor and material</i></u>	
REMOVE SUPPLY AND INSTALL 4" VINYL COVE BASE	\$
REMOVE SUPPLY AND INSTALL LVT TO CARPET RUBBER DOORWAY TRANSITION	\$
REMOVE SUPPLY AND INSTALL LVT TO CARPET METAL DOORWAY TRANSITION	\$
NON-PREVAILING WAGE RATE	

Submitted by: _____ Date: _____

Print Name & Title: _____

**HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO
REQUEST FOR PROPOSALS (RFP) 23-004
FLOOR COVERING SERVICES**

Evaluation Criteria

Responsiveness: The proposed timeframe (hours / days / weeks) to respond and submit estimates for GHA review and approval.

Lead Time: The proposed timeframe (hours / days / weeks) to deliver materials and begin installing GHA identified flooring per the manufacturers written specifications.

Qualifications & Experience: Reference check, completed projects similar to the identified scope of work in this RFP in public buildings, senior and/or medical facilities and housing authorities.

[illegible]

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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. <input type="checkbox"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
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 ►
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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.

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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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. 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 and clicking on Employer Identification Number (EIN) under Starting a Business. Go to 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 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 ¹
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 ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
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 ⁴
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 prison) 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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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. 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 or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit 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

"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

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

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

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 _____, _____.

Disclosure of Lobbying Activities

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

1. Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	3. Report Type: _____ a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i>	
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.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

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.

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

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

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:

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 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 Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

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

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
 - (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
 - (3) letter or telegram, or
 - (4) facsimile, if facsimile offers are authorized in the solicitation.
- The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer 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 HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (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 U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, 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 offer, 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, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, 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, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

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

(h) If this solicitation is a request for proposals, proposals 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 award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

**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)

HOUSING AUTHORITY OF GLOUCESTER COUNTY

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

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

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

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

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 or 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

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: _____

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

(b) For purposes of paragraph (b)(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)(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)(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)(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