



SUMMIT PARK APARTMENTS

ROOF REPLACEMENT

IFB-25-001

INVITATION FOR BID

SUBMISSION ADDRESS:

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY
100 POP MOYLAN BLVD.
DEPTFORD, NJ 08096
(856) 845-4959

SUBMIT THREE COPIES OF YOUR PROPOSAL

SUBMISSION DEADLINE: JANUARY 7, 2025 @ 10:00AM

PUBLIC NOTICE
INVITATION FOR BIDS
IFB# 25-001

Summit Park Apartments Roof Replacement

Notice is hereby given that sealed bids shall be submitted to the Housing Authority of The Borough of Glassboro (GHA) on January 7, 2025 at 10:00am at the offices of the Housing Authority of Gloucester County, 100 Pop Moylan Blvd, Deptford, NJ 08096. This Invitation for Bids (IFB) is for Summit Park Apartments Roof Replacement for the GHA properties noted below. Interested bidders shall submit three (3) copies of the bid.

SUMMIT PARK APARTMENTS
Buildings 1,2,3,4,5,6,7
Williams & Grillo Streets
Glassboro, NJ 08028

Bids should be submitted in the manner specified herein and required by the specifications 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 "DATE, TIME, TITLE AND IFB# 25-001."

GHA reserves the right to reject all bids received by reason of this IFB. Bidders whose bids are not accepted will be notified in writing. GHA is soliciting bids 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 bids.

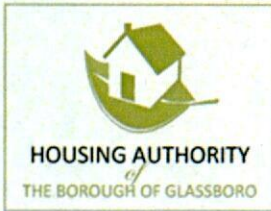
The selected bidder shall comply with all applicable federal, state, and local statutes, rules, and regulations regarding this IFB and the performance of the awarded contract. The selected bidder shall comply with N.J.S.A. 52:32-44, N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

The IFB is available electronically on GHA's Website (www.glassborohousing.org) under the Purchasing Tab. Questions will only be accepted in writing to: Sherry Little at slittle@hagc.org. Receiving an IFB via GHA's website is not recognized by law as a certified means of receiving an IFB and in the event that addenda to this IFB are issued it is the obligation of the interested bidder receiving an IFB from the website to contact GHA no later than seven (7) calendar days prior to the receipt of bids (weekends and holidays excepted) to determine if any addenda were issued by GHA. GHA will not notify an interested bidder of addenda if an interested bidder receives an IFB from GHA's website. Failure to acknowledge receipt of addenda if required by the IFB shall result in a bid being rejected. Bids shall be submitted in a sealed envelope addressed to: Housing Authority of the Borough of Glassboro, 100 Pop Moylan Boulevard, Deptford, NJ 08096, with the "DATE, TIME, TITLE AND IFB# 25-001" clearly marked on the outside of the sealed envelope. Please note that any attempts to deliver bids in a manner that is inconsistent with the method as advertised, and required by law, is not acceptable, and therefore the bid must 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

IFB# 25-001

INSTRUCTIONS TO BIDDERS

A. BID SUBMISSION:

1. Sealed bids will be received by the Housing Authority of the Borough of Glassboro (GHA), at its address located at 100 Pop Moylan Boulevard, Deptford, New Jersey 08096 at 10:00 am prevailing time, on **THURSDAY, JANUARY 7, 2025** at which time said bids will be publicly opened and read aloud for the above referenced IFB.
2. Bids shall be enclosed in a sealed envelope with the front of envelope plainly marked with name and address of the bidder and "**SUMMIT PARK APTS. ROOF REPLACEMENT**" addressed to:

Housing Authority of the Borough of Glassboro
100 Pop Moylan Boulevard
Deptford, New Jersey 08096
3. No bid will be accepted after the time specified above. Bids received after such time shall be returned unopened. GHA will not be responsible for late postal delivery service nor will postmark dates be considered in honoring bids.
4. By submitting a bid, the bidder covenants and agrees that the bidder fully understands all IFB requirements and specifications, and that the bidder will not make claim for or have right to cancellation or relief without penalty of the Contract because of any misunderstanding or lack of information. The bidder also covenants and agrees that the bidder has visited and is thoroughly familiar with all work locations and areas to be serviced.
5. Additional IFB packages may be obtained online at www.glassborohousing.org or by contacting Sherry Little, GHA Purchasing Agent, 100 Pop Moylan Boulevard, Deptford, New Jersey 08096.

B. AWARD OF CONTRACT:

The Contract shall be awarded to the lowest responsible bidder within sixty (60) days of the date of bid opening and approval by GHA's Board of Commissioners.

C. QUESTIONS AND ADDENDA:

Bidders are expected to examine this IFB in its entirety and observe all its requirements. All questions concerning the intent or meaning of this IFB shall be submitted in writing by prospective bidders via email no later than **December 16, 2024** to GHA's Purchasing Agent at slittle@hagc.org. GHA shall not respond to any questions received after the aforementioned deadline. All responses and clarifications considered necessary by GHA in response to such questions will be issued by



addenda no later than **December 20, 2024** via one or more of the following methods: e-mail; website; certified mail; or delivered to all prospective bidders recorded as having received the IFB package, as required by law. Only questions responded to by formal written addenda will be binding. Oral responses, interpretations, statements, or clarifications are without legal effect. In the event that any addenda are issued, bidders must acknowledge receipt of all such addenda. Failure to acknowledge such receipt using the Acknowledgement of Addenda Sheet listed on the Bid Form Checklist, enclosed herewith, shall result in the mandatory rejection of the Bid.

D. REJECTION OF BIDS:

GHA reserves the right to reject any or all bids, or to reject any bids if the evidence submitted by, or investigation of such Bidder fails to satisfy GHA that such Bidder is properly qualified to carry out the obligations of this IFB and to complete the work contemplated herein. Any and all exclusions, deletions or changes to the specifications, scope of work or required submitted documents included in this IFB shall render the bid as "Not Responsible/Non-Responsive" and shall be rejected.

E. PRICING; BID PRICE FORM(S):

Bidders shall complete the Bid Price Form(s) included as part of this IFB. The Bid Price Form(s) is/are a required Bid Form(s) (See Subsection (G) below). Bid Price Form(s) shall be signed and dated by the Bidder where provided. All prices shall be made in ink and clearly stated on the lines provided. Any prices showing any alteration must be initialed by the Bidder in ink. Prior to Contract award, Bid prices are to remain firm and not subject to negotiations for a period of not fewer than sixty (60) days. After Contract award, all prices are firm and not subject to negotiations during the term of the Contract.

F. REQUIRED BID FORMS; BID FORMS CHECKLIST:

Bidders shall complete all required Bid Forms identified on the enclosed Bid Form Checklist and submit such forms as part of any Bid. Any Bid Forms containing a signature and/or notary block must be properly completed and signed and dated by an authorized representative of the Bidder, and a licensed notary, as applicable. In addition to submitting all required Bid Forms, the Bid Form Checklist shall also be completed by the Bidder by: (1) initialing next to each required Bid Form identified on the Bid Form Checklist; and (2) signing and dating the Bid Form Checklist where provided. The completed Bid Form Checklist is a required Bid Form and must be submitted as part of any Bid. Failure to submit all required Bid Forms or to properly complete the required Bid Forms may result in the rejection of the Bid.

G. REQUIRED MANDATORY ITEMS FOR BID PLANS, SPECIFICATIONS:

Pursuant to *N.J.S.A. 40A:11-23.2*, as amended, when required by the bid plans and specifications, the following requirements shall be considered mandatory items to be submitted at the time specified by GHA for the receipt of the bids; the failure to submit any one of the mandatory items shall be deemed a fatal defect that shall render the bid proposal unresponsive and that cannot be cured by the governing body:

1. A guarantee to accompany the bid pursuant to section 21 of P.L.1971, c.198 (C.40A:11-21);



2. A certificate from a surety company pursuant to section 22 of P.L.1971, c.198 (C.40A:11-22);
3. A statement of corporate ownership pursuant to section 1 of P.L.1977, c.33 (C.52:25-24.2);
4. A listing of subcontractors pursuant to section 16 of P.L.1971, c.198 (C.40A:11-16); and
5. A document provided by GHA in the bid plans, specifications, or bid proposal documents for the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents.

H. WITHDRAWAL OF BID:

A written request for the withdrawal of a bid, or any part thereof, will be granted if the request is received by GHA prior to the specified time of bid opening.

I. LIQUIDATED DAMAGES:

Non-performance by the Contractor, or Contractor's failure to execute the Contract or meet all requirements of this IFB within ten (10) days after award shall result in GHA assessing liquidated damages of Five Percent (5%) of bid amount for such neglect or refusal to meet such requirements.

J. DEFINITIONS:

The following defined terms shall apply to all Sections of this IFB:

1. "Contract" shall mean the contract or contracts awarded by GHA's Board of Commissioners or GHA's Contracting Officer, as applicable, under this IFB.
2. "Contract Documents" shall mean this IFB (including any addenda), the Contractor's Bid in response to this IFB, the Contract and any exhibits or attachments thereto.
3. "Contractor" shall mean the contractor receiving the award of Contract.
4. "GHA" shall mean the Housing Authority of the Borough of Glassboro, and any of its subsidiaries or instrumentalities, including but not limited to the Affordable Housing Corporation of Glassboro.
5. "IFB" shall mean the entirety of this IFB, including but not limited to the Cover Sheet, Instructions to Bidders, Contract Requirements, Scope of Work – General Requirements, Scope of work – Specifications, Manufacturers' Specifications, Bid Price Form(s), Bid Forms Checklist, and required Bid Forms.
6. "material/product" shall mean all materials and products required to perform all work under the Contract.
7. "Premises" shall mean GHA's real property or real properties, including all buildings and structures located thereon, where the work is performed by the Contractor.



HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

IFB# 25-001

CONTRACT REQUIREMENTS

A. CONTRACT TERM:

The term of the Contract shall commence upon the execution of the Contract ("Start Date") and shall terminate upon the completion of work by Contractor and final acceptance of work by GHA. A fully executed Contract is required before the Start Date and the performance of any work under the Contract.

B. GENERAL TERMS AND CONDITIONS:

Bidders agree to comply with GHA's General Terms and Conditions, which is a required Bid Form (see Bid Form Checklist). Bidders shall sign and date the General Terms and Conditions and include such form as part of any Bid. The General Terms and Conditions shall prevail in the event of any conflict with any terms and conditions set forth in the Contract.

C. INSURANCE REQUIREMENTS:

The mandatory insurance requirements are set forth in GHA's General Terms and Conditions enclosed herewith.

D. BID GUARANTEE:

Bidders shall submit with the Bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total Bid Price, but not in excess of \$20,000.00, payable unconditionally to GHA. When submitting a bid bond, it shall contain Power of Attorney for the full amount of the bid bond from a surety company authorized to do business in the State of New Jersey and acceptable to GHA. The check or bond of the unsuccessful Bidder(s) shall be returned pursuant to *N.J.S.A. 40A:11-24(a)*. The check or bond of the Contractor shall be retained until a Contract is executed and the required Performance Bond, Maintenance Bond or other security is submitted. The check or bond of the Contractor shall be forfeited if the Contractor fails to enter into a Contract pursuant to *N.J.S.A. 40A:11-21*. Failure to submit a bid guarantee shall result in rejection of the Bid.

E. CONSENT OF SURETY

Bidders shall submit with the Bid a Certificate (Consent of Surety) with Power of Attorney for the full amount of the Bid Price from a surety company authorized to do business in the State of New Jersey and acceptable to GHA stating that it will provide the Bidder with a Performance Bond and Maintenance Bond. This certificate shall be obtained in order to confirm that the Contractor will furnish a Performance Bond and Maintenance Bond from an acceptable surety company on behalf of the Contractor, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the Contract.



pursuant to *N.J.S.A.* 40A:11-22. Failure to submit a consent of surety form shall result in rejection of the Bid.

F. PERFORMANCE BOND

Contractor shall simultaneously with the delivery of the executed Contract, submit an executed bond in the amount of one hundred percent (100%) of the accepted Bid Price as security for the faithful performance of the Contract. The Performance Bond provided shall not be released until final acceptance of all work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to *N.J.S.A.* 17:31-5. Failure to submit the required Performance Bond with the executed Contract shall be cause for declaring the Contract null and void pursuant to *N.J.S.A.* 40A:11-22.

G. MAINTENANCE BOND

Contractor shall simultaneously with the delivery of the executed Contract, submit an executed bond in the amount of one hundred percent (100%) of the accepted Bid Price as security for the faithful performance of any repair or maintenance of any work and keeping the same in good and serviceable condition for a period of two years after final acceptance of all work. The Maintenance Bond provided shall not be released until two years after final acceptance of all work. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to *N.J.S.A.* 17:31-5. Failure to submit the required Maintenance Bond with the executed Contract shall be cause for declaring the Contract null and void pursuant to *N.J.S.A.* 40A:11-22.

H. CHANGES:

GHA, without invalidating the Contract, may order changes consisting of additions, deletions, modifications, and the Contract sum shall be adjusted accordingly. All such changes in the Contract shall be authorized by a written change order signed by GHA. The Contract and the Contract time may be changed only by change order. The cost or credit to GHA for a change in the Contract shall be determined by mutual agreement before executing the change involved.

I. WARRANTIES:

Warranties for all installation and workmanship to be guaranteed for a minimum of two (2) years from the date of substantial completion, unless otherwise specified. Warranties shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturers' disclaimers and limitations on material/product warranties do not relieve the Contractor of obligations under the requirements of the Contract Documents.

J. PAYMENTS:

The Contractor shall be paid in equal monthly installments, upon presentation and approval of GHA vouchers and Contractors' invoice, during the term of the Contract.

K. INCORPORATION OF IFB AND BID:

The entirety of this IFB and the successful Bid shall be incorporated into the Contract. Should there be a conflict between the terms of this IFB/Respondent's Bid and the Contract, the terms of this IFB/Respondent's Bid shall control and govern.



HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

IFB# 25-001

SCOPE OF WORK

GENERAL REQUIREMENTS

A. INTRODUCTION:

This Section of this IFB contains GHA's general requirements for the scope of work under this IFB. The specific requirements for the scope of work are set forth under the IFB Section entitled Scope of Work – Specifications. Should there be any conflict between the Scope of Work General Requirements and Specifications, the terms and conditions of the Specifications shall prevail.

B. COMPLETION OF WORK:

The Contractor shall supply all required expertise, labor, tools, equipment, material/product and services required to complete all work required by this IFB in accordance with this IFB, the Contract Documents, state and local codes and regulations, manufacturers' specifications, and interior finish schedules (if applicable), and in a professional and workmanlike manner.

C. CONTRACTOR PERSONNEL:

The Contractor shall provide fully trained, qualified employees and supervision when performing all work. All Contractor personnel shall be sound physically and mentally, of good moral character and able to perform all assigned duties.

D. USE OF PREMISES:

During performance of the Contract, the Contractor shall have the right to access the Premises to perform all required work as detailed herein. The Contractor shall coordinate staging areas (if applicable) and building access with the designated GHA representative before commencement of work or any material/product delivery. Any damage to the Premises shall be repaired and/or replaced at the Contractor's sole expense. Such repair and replacement work may be performed by the Contractor upon the advance written approval of GHA. If applicable, the Contractor shall be issued keys for access and shall be fully responsible for the cost to replace such keys if the assigned keys are not returned to GHA. The Contractor shall immediately notify the designated GHA representative if any keys are lost or stolen.

E. EXISTING CONDITIONS:

Before beginning work, the Contractor shall investigate and verify the existence and location of any obstructions affecting the work. The Contractor shall ensure that suitable conditions exist where material/product is to be installed. The Contractor shall only proceed with installation only after



unsatisfactory conditions have been reported to the designated GHA representative and corrected. Proceeding with the work shall be deemed acceptance of surfaces and conditions by the Contractor.

F. TEMPORARY CONDITIONS:

The Contractor may use utilities at the Premises during work related times provided such use does not interfere with GHA's operations, the normal functioning of the Premises or cause any hazards. Where any areas are not accessible, the Contractor shall provide all necessary means to complete all the work. Should the Contractor provide any temporary facilities for utilities, the Contractor shall be responsible for all costs or use charges which shall be included in the Bid Price. All temporary items are to be properly installed in accordance with all applicable state and local codes and standards.

G. LICENSING:

The Contractor, when required, shall be duly licensed in the State of New Jersey pursuant to the provisions of any applicable statute or regulation that governs the performance of any work under the Contract. The Contractor must submit proof of licensure with the bid. Failure to submit such proof of licensure shall cause the bid to be rejected. Should the Contractor fail to comply with any State of New Jersey, Gloucester County or local licensing and performance requirements, and should the Contractor receive notification of non-compliance from the State of New Jersey, Gloucester County or any local governments, the Contractor shall advise GHA of such notification within twenty-four (24) hours of the Contractor's receipt of such notification. The Contractor shall remain duly licensed throughout the term of the Contract. GHA shall have the right to terminate the Contract if the Contractor fails to comply with this Subsection.

H. PERMITS:

The Contractor is responsible for obtaining any and all required work permits, licenses and certifications, and copies thereof shall be provided to GHA, prior to beginning work requiring the same. The Contractor shall submit copies of all inspection reports, releases, jurisdictional settlements, notices, and certificates of approval to GHA upon completion of the work. All required permit fees are the responsibility of the Contractor.

I. MATERIAL/PRODUCT SAMPLES:

The Contractor shall submit all material/product samples to GHA for advanced approval prior to installation. Failure to obtain GHA's approval as required herein may, at GHA's sole discretion, result in the removal of such unapproved material/product at the Contractor's sole expense. As part of the submission, the Contractor shall identify the type, size, rating, style, catalog number, manufacturers' names, photos, and/or catalog data sheets for all proposed material/product to complete the work.

J. MATERIAL/PRODUCT DELIVERY, STORAGE AND HANDLING:

The Contractor shall deliver, store and handle material/product using means and methods that will prevent damage, deterioration and loss including theft. The Contractor shall comply with all manufacturers' written instructions regarding material/product storage and handling. The Contractor shall schedule delivery to minimize long-term storage at the Premises and to prevent any

overcrowding at the Premises or disruption to GHA's operations. The Contractor shall coordinate delivery and installation times to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses. The Contractor shall deliver material/product to the Premises in an undamaged condition in the manufacturers' original sealed container or other packaging system complete with labels and instructions for handling, storing, unpacking, protecting, and installing. The Contractor shall inspect material/product on delivery to ensure that material/product is undamaged and properly protected. The Contractor shall notify the designated GHA representative if any material/product is delivered damaged. The Contractor shall store material/product to allow for inspection and measurement of quantity or counting of units. The Contractor shall store material/product in a manner that will not endanger any structures on the Premises. The Contractor shall store material/product that are subject to damage by the elements under cover in a weather tight enclosure above ground with ventilation adequate to prevent condensation.

K. MATERIAL/PRODUCT SUBSTITUTIONS:

GHA will consider the Contractor's request for material/product substitution when such 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 the Contractor's work 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.

L. TAX EXEMPT:

GHA is exempt from all taxes including Federal Excise Tax, Transportation Taxes, and State Sales or Use Tax.

M. DESIGNATED GHA REPRESENTATIVE:

The AHO Director, or authorized designee, shall provide general administration of the Contract and shall be GHA's designated representative during the term of the Contract.



HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

IFB# 25-001

SCOPE OF WORK

SPECIFICATIONS

A. INTRODUCTION:

GHA is soliciting Bids for the removal and replacement of asphalt shingle roofs on buildings 1-7 at Summit Park Apartments. All buildings are fully occupied and require proper safeguards and protection for the property and its residents. Contractor will be responsible for maintaining the integrity and watertightness of the roof during the construction period. Any damages caused to the property as a result of replacing the roof to be corrected by the Contractor to the original condition at Contractor's cost.

All Bids to be accompanied with a unit price per sheet of replacement sheathing installed.

B. GENERAL SITE MAINTENANCE:

All debris to be stored in dumpster provided by Contractor and/or removed from the site daily. Location of dumpster to be determined and approved by GHA prior to delivery. Any damage caused by use of the dumpster to be corrected at Contractor's cost.

C. QUALITY ASSURANCE:

The equipment and installation shall comply with the current provisions of the following standards:

1. International Building Code.
2. Local Building Codes.
3. N.J. Uniform Construction Code.
4. NRCA, "The NRCA Roofing and Waterproofing Manual," 2019.
5. SMACNA, "Architectural Sheet Metal Manual," 2012.
6. Material manufacturers' installation instructions.

D. DAVIS-BACON WAGE RATES:

All workers, laborers and mechanics employed to perform any work shall be paid not less than the wages prevailing in the locality, as determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3142). The Contractor, and any subcontractors, shall submit weekly certified



payrolls to HAGC using Form WH-347. GHA shall conduct on-site interviews with workers, laborers and mechanics employed on the project, and complete and submit applicable reporting forms to the U.S. Department of Housing and Urban Development, Office of Davis-Bacon and Labor Standards, to ensure compliance with Federal labor standards.

E. MANUFACTURER'S WARRANTY:

Provide shingle manufacturer's limited lifetime warranty for materials. Manufacturer's warranty shall be written to the owner's legal name and shall be transferable during warranty period to another owner or responsible party at GHA's option, following reasonable manufacturer procedures.

F. PRODUCTS:

1. Shingles

Architectural asphalt/fiberglass shingles conforming to ASTM D3462, with manufacturer's warranty. Color as selected by GHA from standard color and availability. Timberline HDZ by GAF; with starter and ridge accessories (or equal).

2. Shingle Underlayment

Synthetic felt shingle underlayment; ASTM E108 Class A fire rating Modified bitumen, self-adhering (ice dams flashing), minimum 40-mil thickness.

G. ACCESSORIES:

1. Ridge vent

Molded plastic, shingle-over type, UV resistant; minimum 18 square inches per foot net free area; ShingleVent-II, by Air Vent, Inc., or approved equal.

2. Pipe flashing/boot

Sheet metal base flange with rubber sleeve; opening of sleeve to fit pipe snugly. Collar, to fit over pipe boot: EPDM meeting ASTM D2000 standards; Pipe Collar, by Wil-Mar products, Inc., or approved equal.

3. Wood

Plywood: Exposure 1, Grade CD. Match thickness of existing. Dimension lumber: Southern yellow pine, #2 or better; preservative pressure treated to 0.40 pcf, per AWPB Standard L-2.

4. Aluminum

Stepped base flashing, mill finish metal edge, drip edge, rake edge, apron flashing, other transitions required for water shedding. Installation: painted to color selected by GHA. Fan curb counter flashing metal: match existing.

5. Sealant

Exposed locations and between dissimilar materials: Urethane, 1-part; Vulkem 116, or approved equal. Concealed locations between metal: Butyl, tape, or gun-grade

6. Fasteners

General: Stainless steel, hot-dip galvanized steel, or epoxy-coated steel to protect against corrosion. For Plywood Attachment: 2½-inch (8d) galvanized common nails. Include spacing clips between plywood panels at midspan and/or over 16" on center. For Shingle Attachment: 1½-inch (3d) galvanized roofing nails

H. DEMOLITION AND PREPARATION:

Protection

Contractor is responsible for interior damage during construction period. Provide interior protection as deemed necessary to avoid damage or disruption. Minor interior disruption related to worker movement on roof (e.g., movement of wall hangings, nail pops in drywall, etc.) shall be responsibility of tenant. Provide protection for exterior finishes of building, grounds and plantings, and pavement. Remove all layers of roof shingles, underlayment, fasteners, flashing, and counterflashing. Existing fascia metal and gutters to remain. If existing underlayment (ice dams flashing) is well adhered, it may be left in place. Remove damaged or deteriorated plywood decking (unit price). Replace in kind, matching thickness (1/2-inch 4-ply CDX plywood). Removal to span three joists, providing sound bearing area on top surface of joists for attachment.

Provide photographic documentation of areas of replacement.

Ensure all surfaces to receive new material are clean and conform to manufacturer requirements for new roof installation. Placement of materials indicates contractor approval of conditions.

I. UNDERLAYMENT:

- Install underlayment's in accordance with manufacturer's recommendations and requirements.
- Modified Bitumen: Install self-adhered membrane around perimeter of each roof area. Lay sheet flat, without wrinkles. If existing self-adhered membrane was left in place, it should be overlaid.
- Install full-width sheet along eaves. Extend to minimum 18 inches inside of wall line at areas of wider overhang/soffit.
- Install half-width sheet at rake edges and rising walls. Turn sheet up minimum 4 inches at rising walls.
- Install full-width sheet along ridge or hip, with half on each side. Cut opening for ridge vent. Lap minimum 6 inches onto felt.

- Install full-width sheet along valley, with half on each side. Lap minimum 6 inches onto felt.
- Install over metal flashing at rake edges and eaves to seal nails.
- Install half-width sheet on all sides of curb penetrations. Turn sheet up a minimum 4 inches at side of curbs.
- Synthetic Felt: Install over deck areas not covered by modified bitumen.
- Install parallel to eaves. Apply single layer, lapping each successive course over the lower course by 2 inches. Install with minimum 6-inch end laps. Use only sufficient nails to hold felt in place until shingles are installed.
- Lap 6 inches onto modified bitumen membrane at sides of roof area. Lap 6 inches onto modified bitumen membrane along eaves.

J. SHINGLES:

- Install shingles and flashings in accordance with shingle manufacturer's recommendations and requirements.
- Provide protection to prevent water from entering building during project. Make building watertight at the end of each workday.
- Install shingles with enhanced 6-nail pattern.
- Shingles should extend 1/2 inch beyond deck edge.
- Cap hips and ridges with manufacturer's specialized shingles.
- Install starter shingles along eaves, with tabs trimmed and adhesive strip facing up to adhere the exposed shingles above.
- At valleys, install shingles using closed-cut method.

K. RIDGE VENTS:

- Cut openings along ridges minimum 1" both sides of ridge board. Stop opening 2 feet from end of ridge.
- Install ridge vents along openings in ridge, extending minimum 1 foot beyond end of opening in each direction. Nail along both sides at 1 foot on center. Install in accordance with vent manufacturer's recommendations.
- Where deck is out of plane, leaving gap between top surface of shingles and bottom of vent, fill gap with nonabsorbent, UV-stabilized material.

- Cover top surface with shingles matching color of roof. Cap remainder of ridge with matching shingles. Seal exposed nails with roofing cement.

L. SHEET METAL AND FLASHINGS:

- Provide formed shapes and termination pieces to complement roof and flashing.
 - Unless otherwise directed by GHA, NRCA Roofing and Waterproofing Manual shall prevail as detailing and forming standard.
 - Provide metal termination at eave and rake conditions with minimum 3-inch horizontal flange and 2-inch drip edge. Stagger-nail horizontal flange at minimum 6 inches on center.
 - Install drip edge to direct water to gutter.
1. Vent pipes:
 - Install prefabricated pipe boots in accordance with manufacturer's instructions.
 2. Flashings at Walls:
 - Perpendicular to Eave: Install step base flashings (tins) between shingles and turned up beneath counter flashings as recommended by shingle manufacturer.
 3. Parallel to Eave:
 - Install metal apron flashing up behind siding or counterflashing.
 - Extend over shingles minimum 3 inches onto shingles. Nail through metal into top course of shingles.

M. FIELD QUALITY CONTROL:

- Project shall have full-time foreman knowledgeable in steep roofing and familiar with project requirements.
- Provide rooftop access to GHA's representative and shingle manufacturer, as requested.
- Correct non-compliance items.

N. CLEAN-UP:

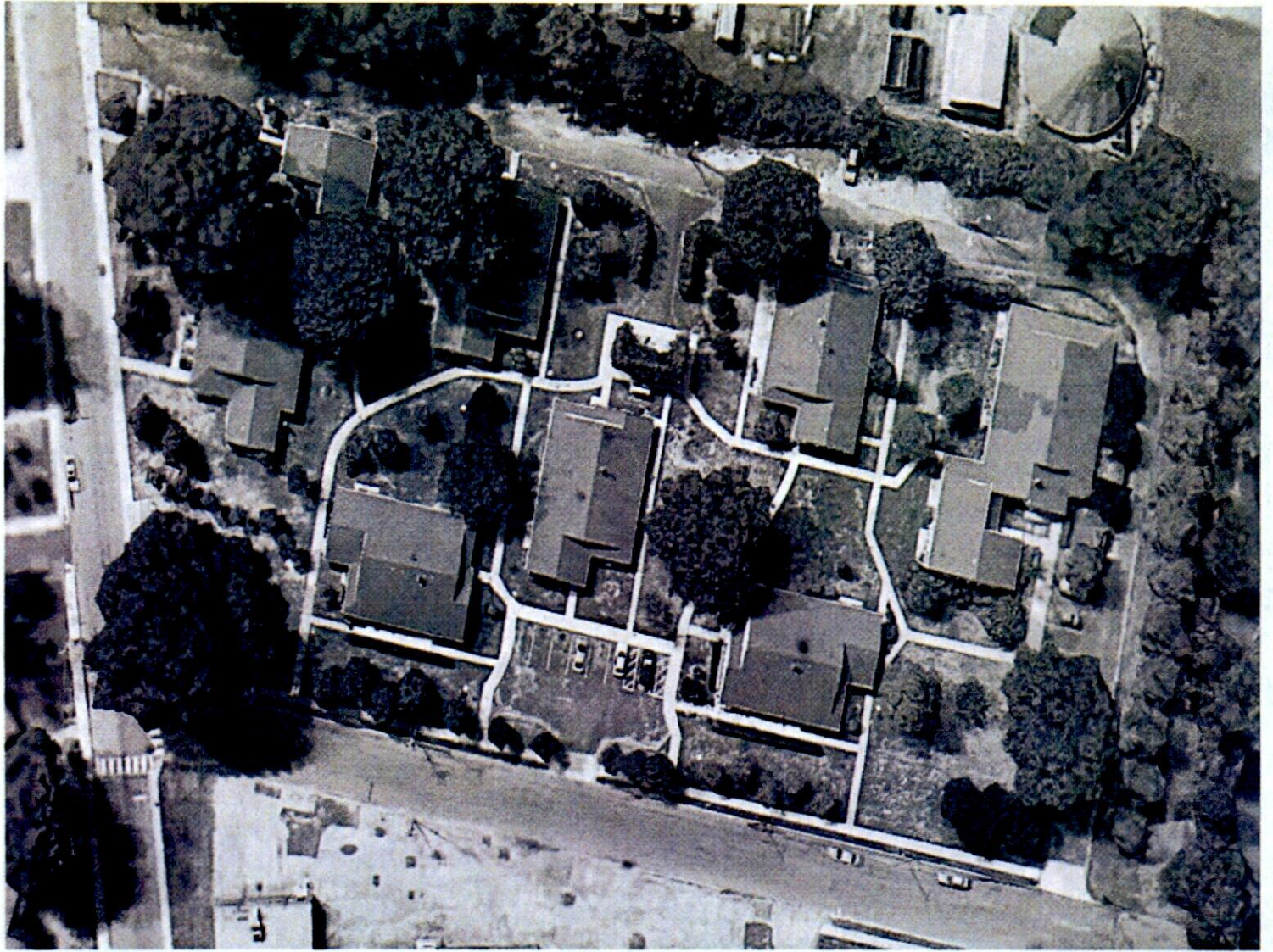
- Perform general clean-up of site on daily basis.
- Clean, restore, and/or replace items stained, dirtied, discolored, or otherwise damaged due to work, as required by GHA.

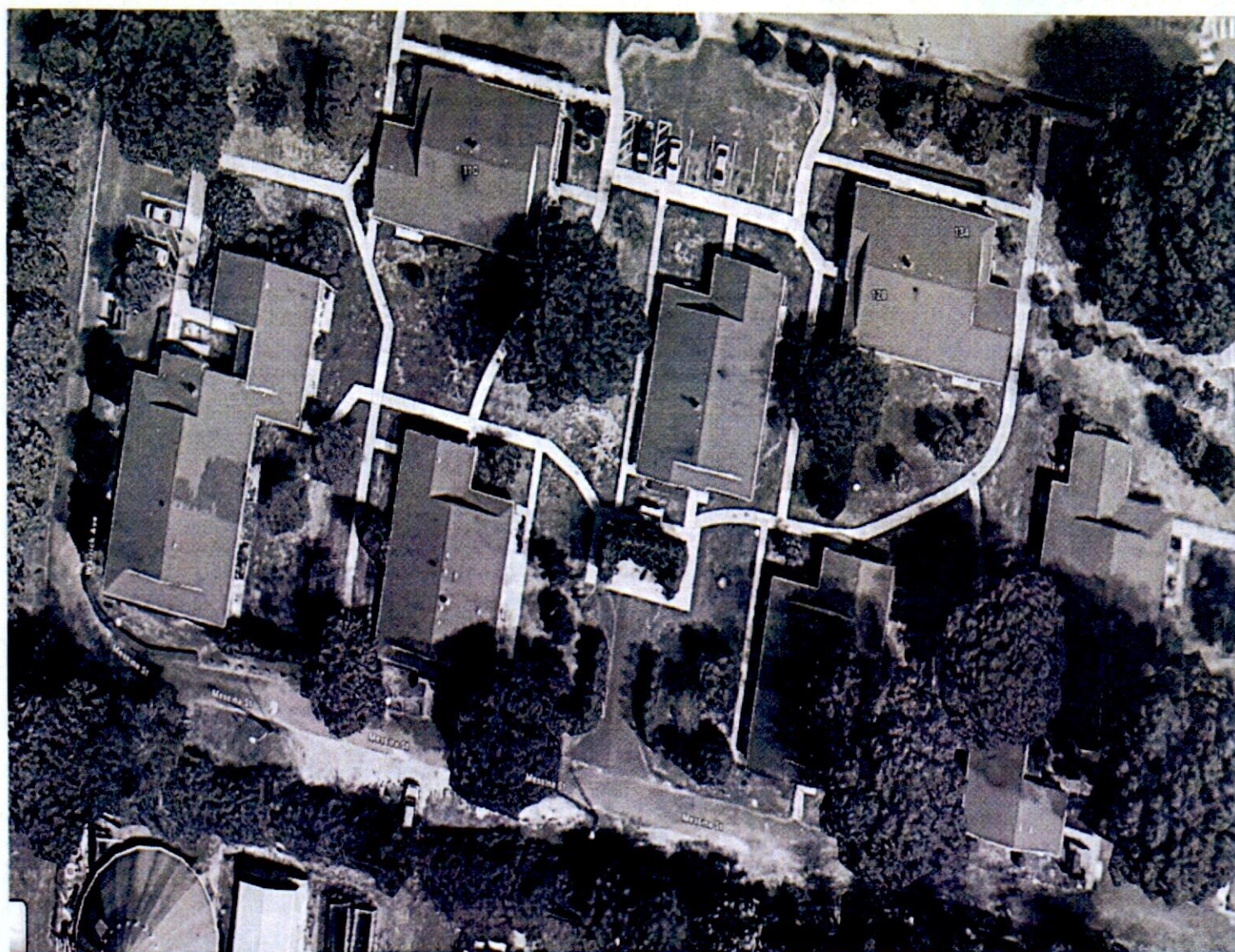
- Clean roof, building, landscaped areas, and paved areas of trash, debris and dirt caused by or associated with work.
- Restore property of GHA to its condition found at start of construction.

O. SCOPE OF WORK SUMMARY:

- Remove and dispose of off-site old roofing system down to wood deck.
- Deck to be swept clean and inspected, any damaged plywood shall be replaced per 4x8 sheet. GHA to be notified prior to replacement and sent photographic evidence after replacement is completed.
- Ice and water shield to be installed in valleys, eaves, and all low slope areas of roof receiving shingles.
- Ice and water shield to be installed at all roof wall transitions (step flashing and pan flashing) wrapped up wall 6" and onto deck 12".
- Underlayment is required to maintain the shingles' UL Class A fire rating. When using FeltBuster High-Traction Synthetic Roofing Felt as underlayment, it MUST be installed over one layer of VersaShield Fire-Resistant Roof Deck Protection in order to maintain a Class A fire rating for GAF asphalt shingles.
- Underlayment must be dry prior to installation.
- Aluminum drip edge will be installed on all perimeters of roof.
- GAF ProStart starter shingles will also be installed on entire perimeter of roof prior to shingle installation.
- GAF Timberline HDZ lifetime shingle to be installed per manufacturers enhanced nailing pattern with (6) six nails per shingle.
- All pan flashing at roof wall intersections to be replaced with new and counter flashed over for a watertight seal.
- GAF Cobra shingle over ridge vent to be installed full length of ridges.
- GAF Seal-A-Ridge caps to be installed over top of ridge vent hand nailed with 2.5" roofing nails.
- All pipe flashing collars to be replaced with new.
- All pipes to have Ice and Water Shield installed around them 18" in all directions.
- All shrubs and landscaping to be protected during demo and installation.

- All mulch beds and adjacent areas to be raked clean and rolled with magnet to pick up loose nails.
- 2-year workmanship warranty.
- Contractor is responsible for all field measurements.







Timberline® HDZ™

High Definition® Lifetime Shingles

INSTALLATION INSTRUCTIONS

INSTRUCCIONES DE INSTALACIÓN

GENERAL INSTRUCTIONS

COVERAGE: 3 bundles (1 bundle of 20 and 2 bundles of 22), when applied according to instructions, will cover 98.4 square feet (9.14 square meters).

ROOF SLOPE: GAF shingles must be installed on slopes of 2:12 or greater.

ROOF DECK: Use minimum 3/8" (10 mm) plywood or OSB decking as recommended by APA-The Engineered Wood Assn. Wood decks must be well-seasoned and supported, having a maximum 1/8" (3 mm) spacing using a minimum nominal 1" (25 mm) thick lumber and a maximum 6" (152 mm) width, having adequate nail-holding capacity and a smooth surface. Do NOT fasten shingles directly to insulation or insulated deck unless authorized in writing by GAF. Roof decks and existing surfacing material must be dry prior to installation of shingles.

UNDERLAYMENT: Underlayment is required by many code bodies and is required to maintain the shingles' UL Class A fire rating. When using FeltBuster® High-Traction Synthetic Roofing Felt as underlayment, it MUST be installed over one layer of VersaShield® Fire-Resistant Roof Deck Protection in order to maintain a Class A fire rating for GAF asphalt shingles.

FASTENERS: Use only zinc-coated steel or aluminum, 10 - 12 gauge, barbed, deformed, or smooth shank roofing nails with heads 3/8" (10 mm) to 7/16" (12 mm) in diameter. Fasteners should be long enough to penetrate at least 3/4" (19 mm) into wood decks or just through the plywood decks. Fasteners must be driven flush with the surface of the shingle. Overdriving will damage the shingle. Raised fasteners will interfere with the sealing of the shingles and can back out.

RELEASE FILM: Plastic film strips are present either on the back or face of each shingle. The film strips are to prevent shingles from sticking together while in the bundle. Do not remove the film strip before or during the installation.

ASPHALT PLASTIC CEMENT: Use asphalt plastic cement conforming to ASTM D4586 Type I or II.

WIND RESISTANCE/HAND SEALING: These shingles have a special thermal sealant that bonds the shingles together after installation when exposed to sun and warm temperatures. If shingles are damaged by winds before sealing or are not exposed to adequate surface temperatures, or if the self-sealant gets dirty, the shingles may never seal. Failure to seal under these circumstances results from the nature of self-sealing shingles, and is not a manufacturing defect. If shingles are to be applied during PROLONGED COLD periods or in areas where airborne dust or sand can be expected before sealing occurs, the shingles MUST be hand sealed. See Nailing Instructions/Hand Sealing.

VENTILATION: Proper underdeck ventilation is essential to reduce moisture build up and prevent mold. Ventilation must be designed to meet or exceed current F.H.A., H.U.D., or local code minimum requirements. For more information on ventilation requirements, see gaf.com.

INSTRUCCIONES GENERALES

COBERTURA: 3 paquetes (1 paquete de 20 y 2 paquetes de 22), cuando se aplica de acuerdo con las instrucciones, cubrirán 98.4 pies cuadrados (9.14 metros cuadrados).

PENDIENTE DE TECHO: Las tejas GAF deben instalarse en pendientes de 2:12 o más.

CUBIERTA DEL TECHO: Utilice una cubierta mínima de 3/8" (10 mm) de madera contrachapada u OSB como se recomienda en la Asociación norteamericana de madera estructural (APA, The Engineered Wood Association). Las cubiertas de madera deben estar bien estacionadas y sujetas, con un espacio máximo de 1/8" (3 mm) utilizando madera gruesa con un valor nominal mínimo de 1" (25 mm) y un máximo de 6" (152 mm). Las cubiertas deben tener tanto una capacidad adecuada para resistir los clavos como una superficie lisa. NO fije las tejas directamente sobre el aislante ni sobre una cubierta aislada, salvo que GAF lo autorice por escrito. Las cubiertas del techo y el material de revestimiento existente deben estar secos antes de la instalación de las tejas.

CAPA BASE: Muchos organismos reguladores exigen una capa base a fin de mantener las tejas con una clasificación contra incendio Clase A, según lo establecido por UL. Cuando se utilice el Fieltro sintético de alta tracción para techos FeltBuster® como capa base, este DEBE instalarse sobre una capa de Protección para cubierta de techo ignífuga VersaShield® para mantener clasificación contra incendio Clase A de las Tejas asfálticas de GAF.

SUJETADORES: Utilice solamente clavos de acero recubiertos con zinc o aluminio, calibre 10 y 12, arponados, roscados o de vástago liso con cabezas de 3/8" (10 mm) a 7/16" (12 mm) de diámetro. Los sujetadores deben tener la longitud suficiente para penetrar al menos 3/4" (19 mm) las cubiertas de madera o solo atravesar las cubiertas de madera contrachapada. Los sujetadores deben quedar alineados con la superficie de la teja. La teja se dañará si la traspasa. Los sujetadores que sobresalen interfieren con el sellado de las tejas y pueden aflojarse.

PELÍCULA DE LIBERACIÓN: Cada teja tiene franjas de una película plástica en el frente o el reverso. Estas películas evitan que las tejas se peguen entre sí en el paquete. No retire la franja de la película antes ni durante la instalación.

CEMENTO PLÁSTICO ASFÁLTICO: Utilice cemento plástico asfáltico conforme a la norma ASTM D4586 para materiales Tipo I o II.

RESISTENCIA AL VIENTO/SELLADO A MANO: Estas tejas cuentan con un sellador térmico de especialidad que adhiere las tejas luego de su instalación al entrar en contacto con el sol y las temperaturas cálidas. Si el viento daña las tejas antes de que se sellen, si no están expuestas a temperaturas de superficie adecuadas, o bien si el autosellador se ensucia, es posible que las tejas nunca se adhieran. La falta de sellado bajo estas circunstancias es el resultado de la naturaleza de las tejas autoadhesivas, no se trata de un defecto de fabricación. Si se colocan las tejas durante períodos PROLONGADOS DE FRÍO o en regiones donde se espera que haya polvo o arena transportada por el aire, las tejas DEBEN sellarse de forma manual. Consulte Instrucciones para la colocación de clavos/sellado a mano.

VENTILACIÓN: Una ventilación adecuada debajo de la cubierta es fundamental para reducir la acumulación de humedad y prevenir la formación de moho. La ventilación debe diseñarse para cumplir o superar los requisitos mínimos actuales de la Administración Federal de Vivienda (FHA, Federal Housing Administration), del Departamento de Vivienda y Desarrollo Urbano (HUD, Department of Housing and Urban Development), o bien de los códigos locales. Para obtener más información sobre los requisitos de ventilación, visita es.gaf.com.

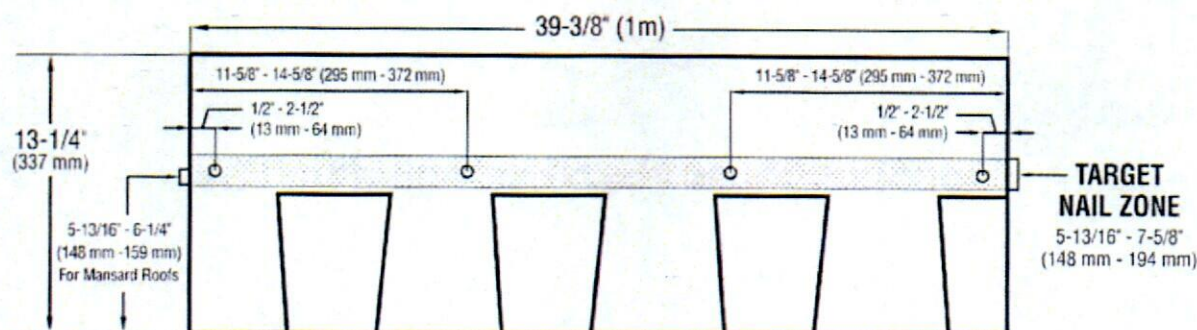
NAILING INSTRUCTIONS / HAND-SEALING

INSTRUCCIONES DE CLAVADURA / SELLADO A MANO

To hand-seal shingles and to ensure immediate sealing, apply 4 quarter-sized dabs of shingle tab adhesive on the back of the shingle 1" (25 mm) and 13" (330 mm) in from each side and 1" (25 mm) up from bottom of the shingle. Press shingle firmly into the adhesive. **CAUTION:** Apply ONLY a thin uniform layer of asphalt plastic cement less than 1/8" (3 mm) thick. Excess amounts can cause blistering of the shingles and may soften the asphalt in underlayments and leak barriers, resulting in the asphalt dripping and staining.

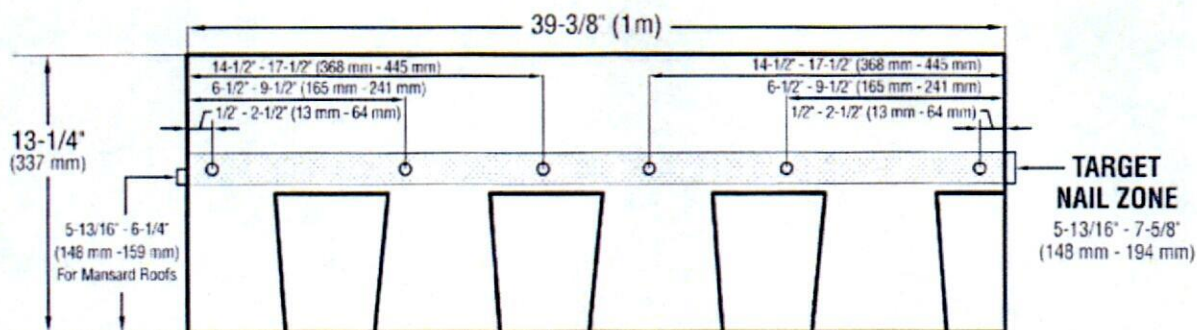
Para sellar las tejas a mano y garantizar una adhesión inmediata, coloque 4 pizcas del tamaño de una moneda de 25 centavos del adhesivo en la parte posterior de la teja a 1" (25 mm) y 13" (330 mm) hacia el interior de cada lado y a 1" (25 mm) hacia arriba desde la parte inferior de la teja. Presione la teja con firmeza contra el adhesivo.

PRECAUCIÓN: Aplique ÚNICAMENTE una capa delgada y uniforme del cemento plástico asfáltico con un espesor menor que 1/8" (3 mm). Cantidades excesivas pueden producir ampollamiento en las tejas, además de ablandar el asfalto en las capas base y las barreras contra goteras, lo cual provocará goteo y manchas en el asfalto.



STANDARD NAILING PATTERN: Nail shingles with 4 nails approximately 6 7/8" (174 mm) from bottom of shingle, in nailing area, as shown. Nails must not be exposed. For mansard roofs (21:12 and above), nail a nominal 6" (152 mm) from the bottom of the shingle and hand-seal shingles.

PATRÓN COMÚN PARA LA COLOCACIÓN DE CLAVOS: Clave las tejas con 4 clavos ubicados, aproximadamente, a 6 7/8" (174 mm) de distancia de la parte inferior de la teja en el área de clavado, tal como se muestra en la imagen. Los clavos no deben quedar expuestos. En el caso de techos de mansarda (con pendientes de 21:12 y superiores), coloque los clavos a una distancia nominal de 6" (152 mm) de la parte inferior de la teja y selle las tejas a mano.



ENHANCED NAILING PATTERN*: Nail shingles with 6 nails approximately 6 7/8" (174 mm) from bottom of shingle, in nailing area, as shown. Nails must not be exposed. For mansard roofs (21:12 and above), nail a nominal 6" (152 mm) from the bottom of the shingle and hand-seal shingles.

* Required by some local codes and required for enhanced wind coverage on certain products. See limited warranty for details.

PATRÓN MEJORADO DE COLOCACIÓN DE CLAVOS*: Clave las tejas con 6 clavos ubicados, aproximadamente, a 6 7/8" (174 mm) de distancia de la parte inferior de la teja en el área de clavado, tal como se muestra en la imagen. Los clavos no deben quedar expuestos. En el caso de techos de mansarda (con pendientes de 21:12 y superiores), coloque los clavos a una distancia nominal de 6" (152 mm) de la parte inferior de la teja y selle las tejas a mano.

* Requerido por algunos códigos locales y requerido para una mejor protección contra el viento en algunos productos. Para obtener información detallada, consulte la garantía limitada.

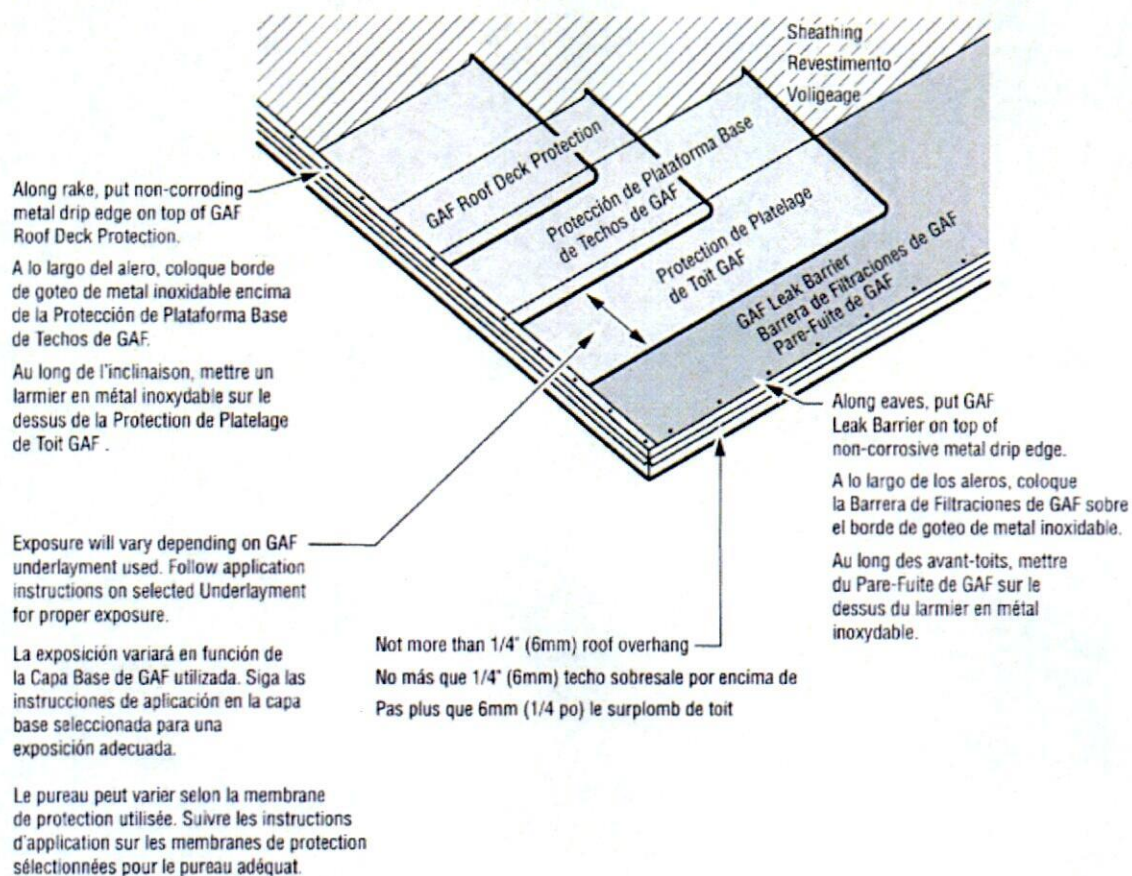
INSTALLING UNDERLAYMENT INSTALANDO LA CAPA BASE

UNDERLAYMENT: FOR ROOF SLOPES 2:12 TO LESS THAN 4:12

Application of eave flashing: At eaves and where ice dams can be expected, use one layer of GAF Leak Barrier. Eave flashing must not overhang the eave edge by more than 1/4" (6 mm) and should extend 24" (610 mm) beyond the inside wall line. Where ice dams or debris dams are not expected, install 2 plies of GAF Roof Deck Protection. Application of underlayment: Completely cover the deck with two layers of GAF Roof Deck Protection as shown. Use only enough nails to hold underlayment in place until covered by shingles.

CAPA BASE: PARA TECHOS CON PENDIENTES DE 2:12 A MENOS DE 4:12

Aplicación de vierteaguas para aleros: En los aleros y donde se pueda esperar la presencia de estancamientos de hielo, use una capa de barrera contra goteras de GAF. El vierteaguas para aleros no debe sobresalir el borde del techo más de 1/4" (6 mm) y extenderse 24" (610 mm) más allá de la línea interior de la pared. Donde no se esperen estancamientos de hielo o escombros, instale 2 pliegues de protección de la cubierta del techo de GAF. Aplicación de capa base: Cubra completamente la plataforma base con dos capas de protección de la cubierta del techo de GAF como se muestra. Use solamente la cantidad suficiente de clavos como para sostener la capa base en su lugar hasta que la haya cubierto con las tejas.



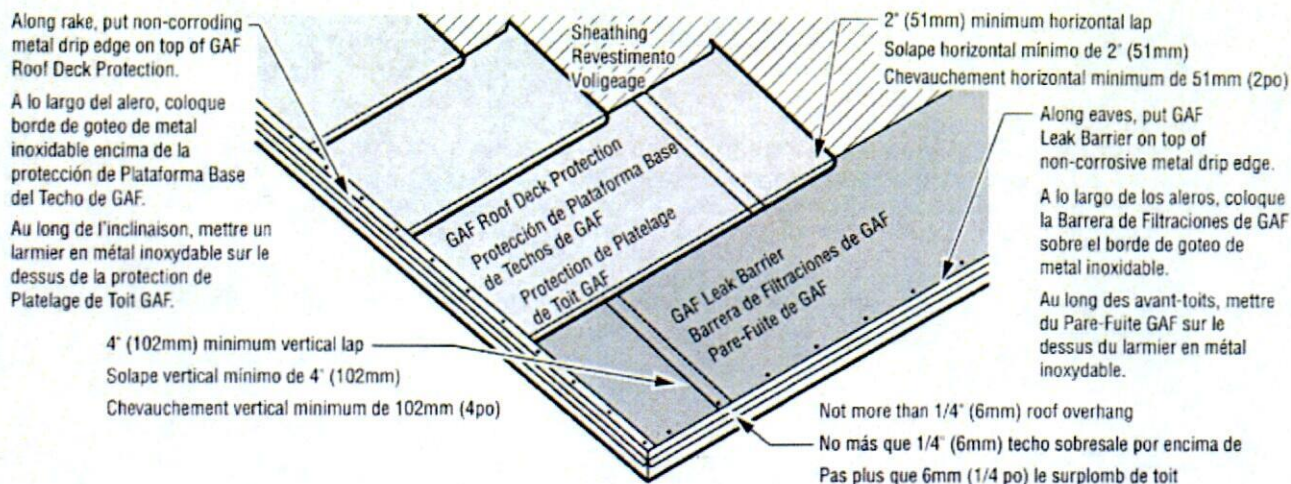
UNDERLAYMENT: FOR ROOF SLOPES 4:12 OR MORE

Application of eave flashing: At eaves and where ice dams can be expected, use one layer of GAF Leak Barrier. Eave flashing must extend 24" (610 mm) beyond the inside wall line. Application of underlayment: Cover deck with one layer of GAF Roof Deck Protection installed without wrinkles. Use only enough nails to hold underlayment in place until covered by shingles.

CAPA BASE: PARA TECHOS CON PENDIENTES DE 4:12 O MÁS

Aplicación de vierteaguas para aleros: En los aleros y donde se pueda esperar la presencia de estancamientos de hielo, use una capa de barrera contra goteras de GAF. El vierteaguas para aleros extenderse 24" (610 mm) más allá de la línea interior de la pared.

Aplicación de capa base: Cubra la cubierta con una capa de protección de la cubierta del techo de GAF instalada sin arrugas. Use solamente la cantidad suficiente de clavos como para sostener la capa base en su lugar hasta que la haya cubierto con las tejas.



INSTALLING STARTER STRIP SHINGLES INSTALACIÓN DE TEJAS DE HILADA INICIAL

STARTER COURSE

Use GAF starter strip shingles along the eaves and rake. Apply as shown. NOTE: GAF starter strip shingles are recommended at the rakes for best performance and required for enhanced warranty coverage on certain products (see limited warranties for details). Refer to application instructions for the selected starter strip shingles.

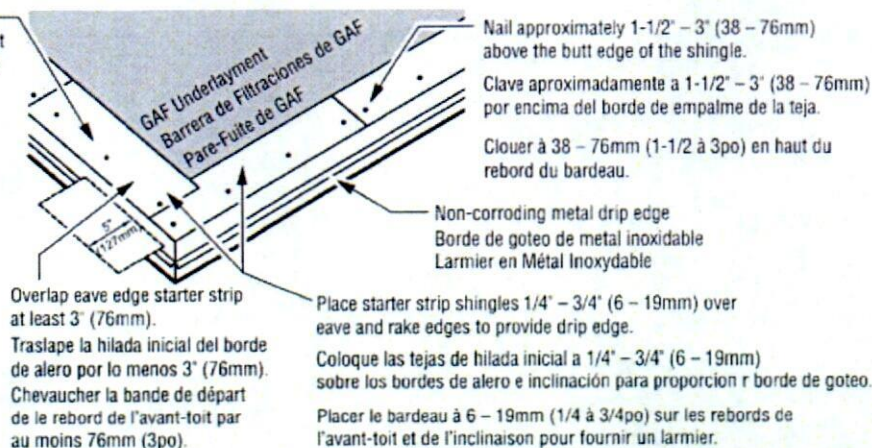
HILADA INICIAL

Use tejas de hilada inicial de GAF en los aleros. Siga las instrucciones de aplicación de tejas de hilada inicial. NOTA: Se recomienda usar tejas de hilada inicial de GAF en las inclinaciones para mejor rendimiento y se requiere para cobertura de la garantía contra el viento en ciertos productos (consulte la garantía limitada para detalles).

For maximum wind resistance along rakes, install any GAF Starter Strip shingles which contain sealant or cement shingles to underlayment and each other in a 4" (102mm) width of asphalt plastic cement.

Para máxima resistencia al viento a lo largo de las inclinaciones, instale cualquier teja de Hilada Inicial de GAF con conteniendo sellador o cemento las tejas a la capa base y entre sí en un ancho de 4" (102mm) de cemento plástico asfáltico.

Pour une résistance maximale contre les vents le long des inclinaisons, installer des bardeaux de Bande de Départ GAF avec scellant ou coller les bardeaux à la membrane de protection et l'un à l'autre dans une largeur de ciment plastique asphalé de 4po (102mm).



INSTALLING SHINGLES INSTALACIÓN DE TEJAS

FIRST COURSE

Start with full shingle, which **MUST** be nailed on lower nail zone line. Shingle exposure should be 5-5/8" (143 mm)

PRIMERA HILADA

Comience con teja completa. La teja completa **DEBE** ser clavado en la línea inferior de la zona de clavo. La exposición de la teja debe ser 5-5/8" (143 mm)

Start at either rake and lay in either direction.

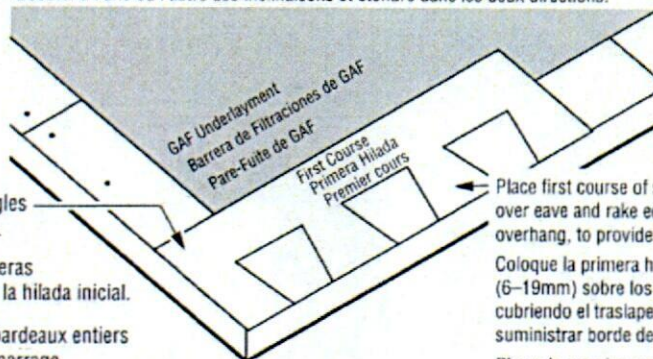
Comience en cualquier inclinación y coloque en cualquier dirección.

Débuter à l'une ou l'autre des inclinaisons et étendre dans les deux directions.

Start and continue with full shingles laid flush over the starter course.

Empiece y continúe con tejas enteras colocadas en forma nivelada con la hilada inicial.

Démarrer et continuer avec des bardeaux entiers définies flush sur le cours de démarrage.



Place first course of shingles 1/4" – 3/4" (6–19mm) over eave and rake edges, covering starter course overhang, to provide drip edge.

Coloque la primera hilada de tejas a 1/4" – 3/4" (6–19mm) sobre los bordes de alero e inclinación, cubriendo el traslape de la hilada inicial, para suministrar borde de goteo.

Placer le premier rang des bardeaux à 6–19mm (1/4 à 3/4po) sur les rebords de l'avant-toit et de l'inclinaison, en couvrant le surplomb du rang de départ, pour fournir un larmier.

SECOND COURSE

Position the shingles in the second and subsequent courses flush with the tops of the wide cut-outs. This results in a 5-5/8" (143 mm) exposure.

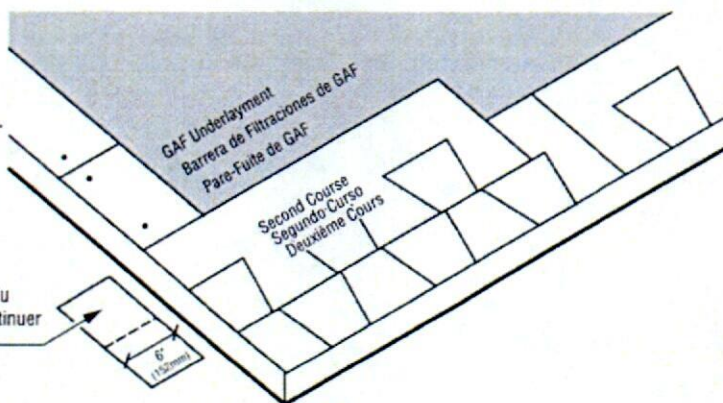
SEGUNDA HILADA

Coloque las tejas en la segunda hilada y subsiguientes a ras con las partes superiores de los cortes amplios. Esto resulta en una exposición de 5-5/8" (143 mm).

Trim 6" (152mm) from rake edge of first shingle. Continue with whole shingles.

Recorte 6" (152mm) del borde de inclinación de la primera teja. Continúe con tejas completas.

Découper à 110mm (152po) du bout du premier bardeau. Continuer avec des bardeaux entiers.

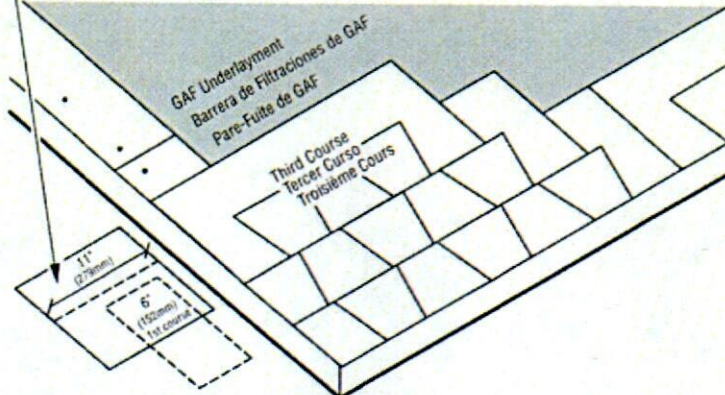


THIRD COURSE TERCERA HILADA

Trim 11" (279mm)
from rake end of first shingle.

Recorte 11" (279mm) del
borde de inclinación
de la primera teja.

Découper à 279mm
(11po) du bout du
premier bardeau.



4TH COURSE AND REMAINING

Strike a chalk line about every 6 courses to check parallel alignment with eaves.

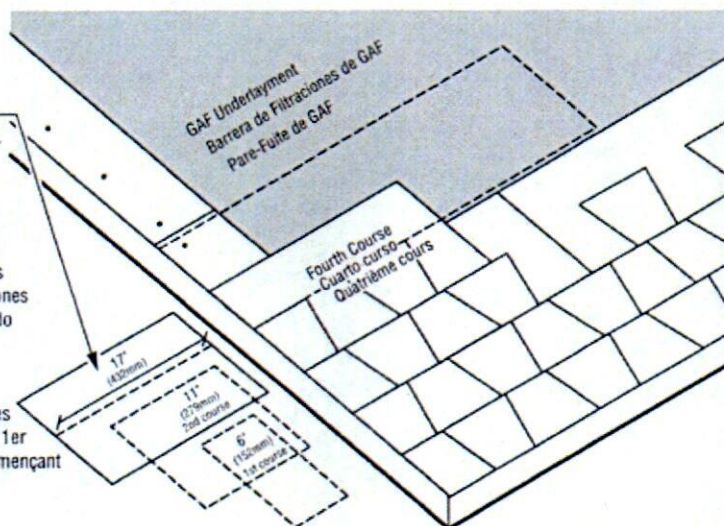
4TA. HILADA Y RESTANTES

Trace una línea de tiza aproximadamente cada 6 hiladas para controlar la alineación paralela con los aleros.

Trim 17" (432mm) from rake end
of first shingle. Continue with whole shingles.
Repeat the 1st - 4th course instructions on
the remaining courses, starting the fifth
course with a full shingle.

Recorte 17" (432mm) del lado que va
al borde en la primera teja. Continúe con tejas
completas. Repita de la 1ra a la 4ta instrucciones
de hilada en las hiladas restantes, comenzando
la quinta hilada con una teja completa.

Découper à 432mm (17po) de la fin de
râteau de premier bardeau. Continuer avec des
bardeaux entiers. Répéter les instructions du 1er
au 4ème rang sur les rangs restants, en commençant
au cinquième rang avec un bardeau entier.



INSTALLING ROOF ACCESSORIES AND DETAILS INSTALACIÓN DE ACCESORIOS Y DETALLES DE TECHO

VENTILATION

Install GAF ventilation products for optimal shingle life. See General Instructions and the "Through Ventilation" section. Follow the application instructions for the selected ventilation products.

VENTILACIÓN

Instale productos de ventilación de GAF para una óptima vida útil de la teja. Consulte las Instrucciones Generales y la sección "A Través de la Ventilación". Siga las instrucciones de aplicación de los productos de ventilación seleccionados.

RIDGE CAP SHINGLES

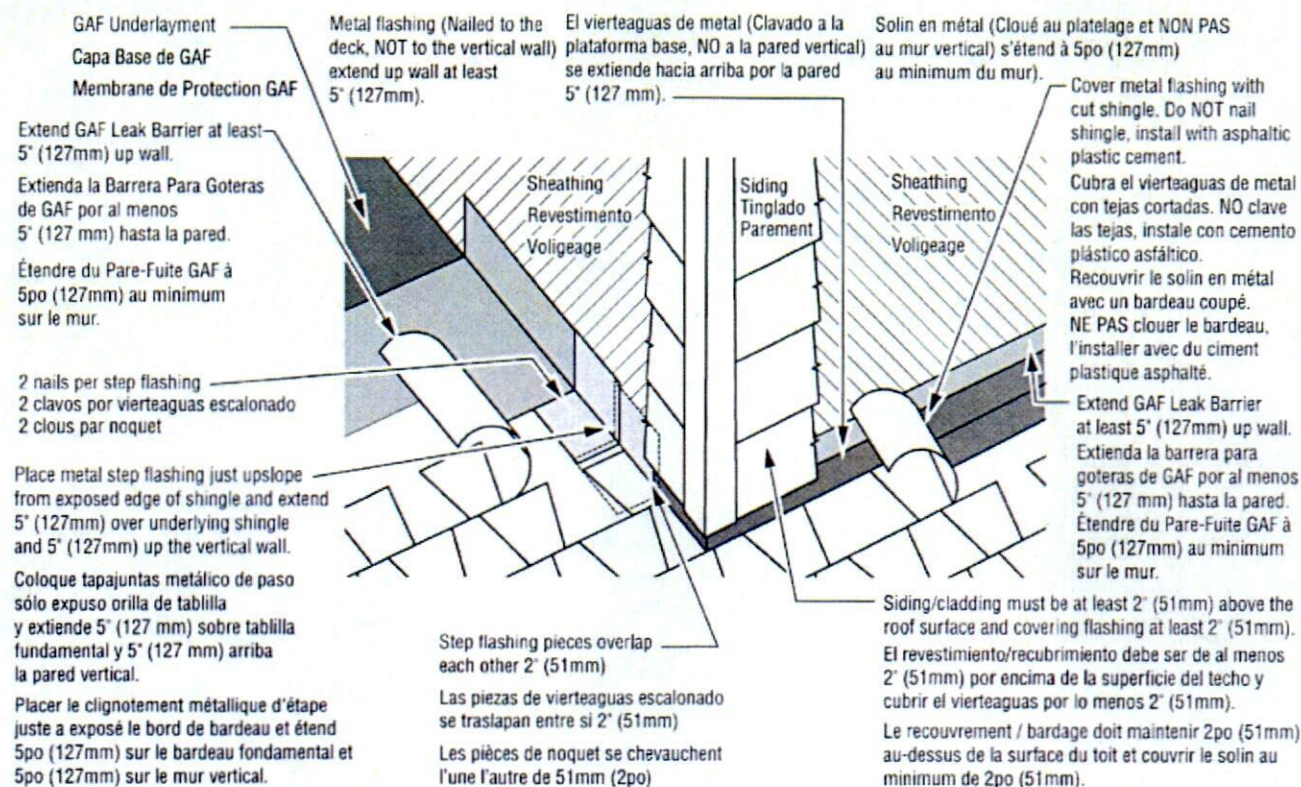
Install GAF Ridge Cap Shingles following the application instructions shown on the GAF Ridge Cap Shingle wrapper. Position laps away from prevailing wind direction.

TEJAS DE CUMBRERA

Instale las tejas de cumbrera de GAF siguiendo las instrucciones de aplicación que figuran en el envoltorio de las tejas de cumbrera de GAF. Coloque los solapes lejos de la dirección del viento predominante.

WALL FLASHING (Sloped Roof to Wall)

VIERTEAQUAS DE PARED (Techo en pendiente hacia la pared)



CHIMNEY FLASHING AND CRICKETS

Cover deck around chimney and over wood crickets with GAF Roof Deck Protection. DO NOT run GAF Roof Deck Protection up sides of chimney. Install leak barrier over GAF Roof Deck Protection and up sides of chimney at least 5" (127 mm). Install shop fabricated metal cricket flashings (shown) after underlayments are installed. Seal shingles to the metal flanges (see drawing below). Treat large wooden crickets like a separate roof and install valleys, shingles, hip and ridge shingles, and step flashing.

VIERTEAGUAS DE CHIMENEA Y DESVIADOR

Cubra alrededor de la chimenea y sobre los desviadores en pico de madera con protección de la cubierta del techo de GAF. NO coloque protección de la cubierta del techo de GAF por los laterales de la chimenea. Instale la barrera contra goteras sobre la protección de la cubierta del techo de GAF y a los costados de la chimenea a un mínimo de 5" (127 mm). Instale los vierteaguas de los desviadores de metal fabricados (que se muestran) después de instalar las capas base. Selle las tejas a las bridas de metal (ver ilustración debajo). Trate los desviadores grandes de madera como un techo por separado e instale los valles, tejas, tejas de cumbreras y bordes y vierteaguas de paso.

Extend non-corroding metal counter flashing over base flashing.

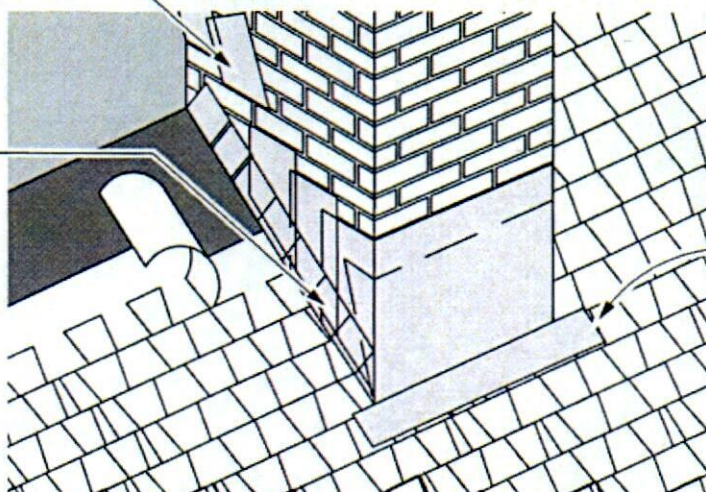
Extienda contravierteaguas de metal inoxidable sobre vierteaguas de base.

Etendre contre solin en metal inoxydable sur le solin de base.

Use one piece metal non-corroding step flashing for each course. Seal overlying shingles to step flashing with asphalt plastic cement.

Utilice un metal de pedazo tapajuntas no-corroendo de paso para cada curso. Selle tabillitas que recubre para dar un paso destellar con asfalto cemento plástico.

Utiliser un métal de morceau clignotement d'étape non-corrodant pour chaque cours. Sceller des bardeaux recouvrir pour marcher clignoter avec l'asphalte ciment en plastique.

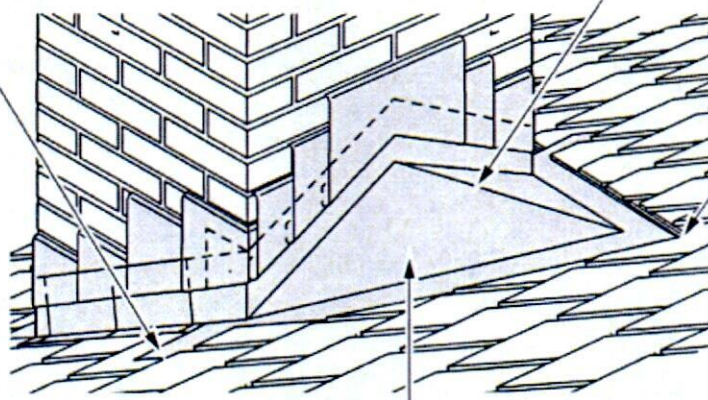


4" (102mm) min.
4" (102mm) min.
102mm (4po) min.

Seal shingles to metal flange with asphalt plastic cement.

Selle las tejas a la brida de metal con cemento del plástico del asfalto.

Sceller les bardeaux à la bride de métal avec du ciment de plastique d'asphalte.



Cricket ridge should be at least 12" (305mm).

El borde de los desviadores debe estar a por lo menos 12" (305 mm).

Le pli du dos d'âne doit être au minimum de 12po (305mm).

Cricket flange should be at least 18" (457mm) up roof deck.

La brida de los desviadores debe estar a por lo menos 18" (457mm) por la cobertura del techo.

La bride du dos d'âne doit être au minimum à 18po (457mm) sur le platelage de toit.

Cricket ridge should extend at least 6" (152mm) up the back of the chimney and extend at least 12" (305mm) up the roof deck.

Los desviadores deben extenderse a por lo menos 6" (152mm) hasta la parte posterior de la chimenea y extenderse a por lo menos 12" (305mm) hasta la cubierta del techo.

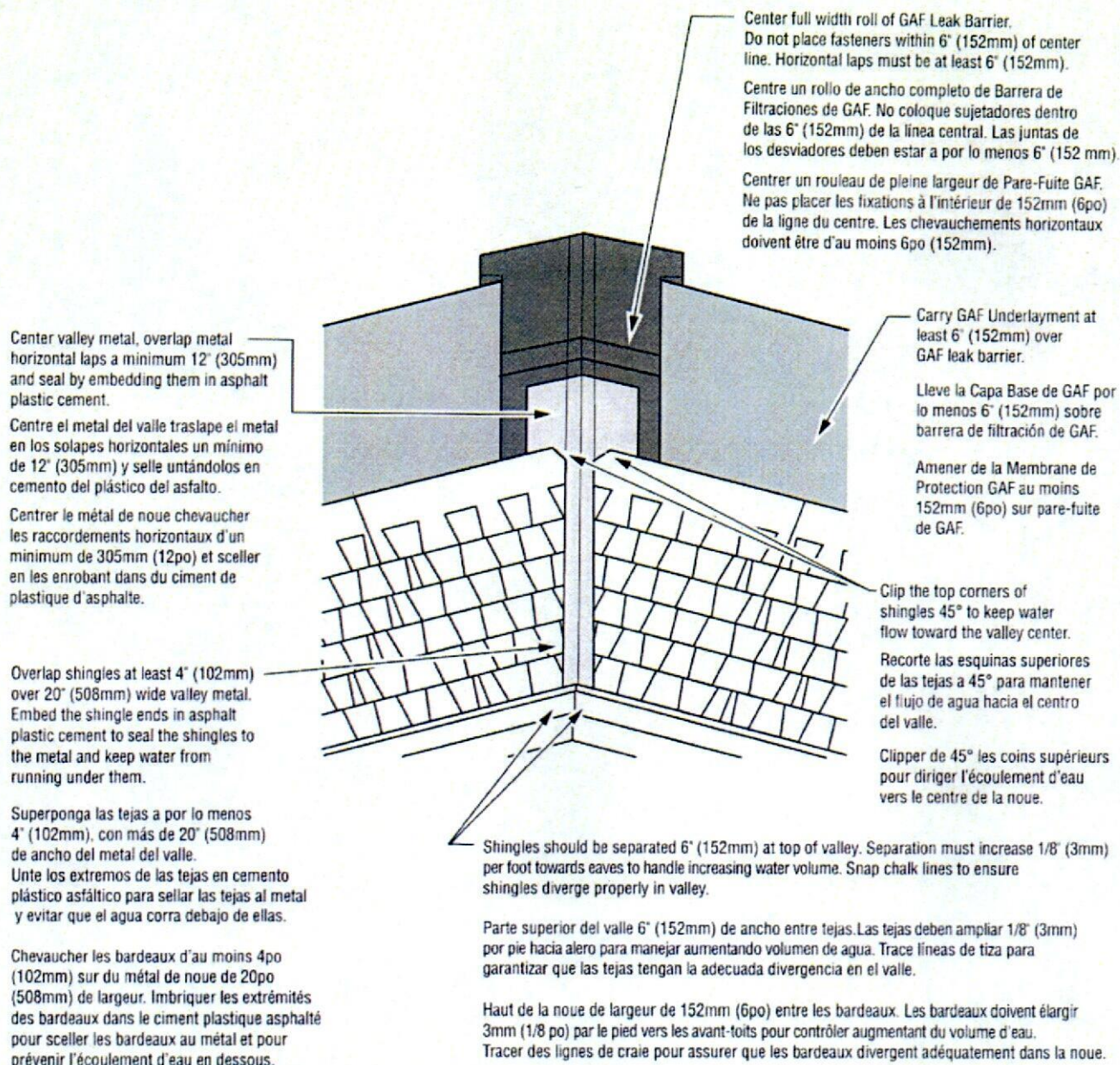
Les dos d'âne doivent s'étendre au minimum de 6po (152mm) vers l'arrière de la cheminée et s'étendre au minimum de 12po (305mm) vers le plan du toit.

VALLEY CONSTRUCTION – OPEN

Use minimum 20" (508 mm) wide aluminum, galvanized steel, copper, or other non-corroding, non-staining metals (24 gauge minimum). Long valleys or local building codes may require wider metal. Nail the metal on the edges so the nail heads hold it in place. Do not puncture the metal. Nailing through the metal may cause leaking and buckling due to movement.

CONSTRUCCIÓN DEL VALLE – DE CORTE ABIERTO

Use un ancho mínimo de 20" (508 mm) de aluminio, acero galvanizado, cobre y otro metal inoxidable que no manche (calibre 24 como mínimo). Los valles largos o los códigos locales de construcción pueden requerir un metal más ancho. Clave el metal en los bordes de modo tal que las cabezas de los clavos sostengan el metal en su lugar. No perforo el metal. Clavar a través del metal puede causar filtraciones y ampollamiento debidos al movimiento.



VALLEY CONSTRUCTION – CLOSED CUT

CONSTRUCCIÓN DEL VALLE – CORTE CERRADO

Extend end of shingle at least 12" (305mm) beyond valley center line. Before nailing, firmly press shingles down at valley center to conform to valley shape. Nail, putting extra fastener in top corner of shingle. Due to the extreme water volume in valleys, nails near the center can leak.

Extienda la teja del extremo por lo menos 12" (305mm) más allá de la línea del centro del valle. Antes de clavar, presione firmemente las tejas sobre el centro del valle para ajustarse a la forma del valle. Clavo, poniendo un sujetador adicional en la esquina superior de la teja. Debido al volumen extremo de agua en los valles, los clavos cercanos al centro pueden tener filtraciones.

Étendre le bout du bardeau d'au moins 305mm (12po) dépassé la ligne centrale de la noue. Avant de clouer, appuyer fermement sur le bardeau au centre de la noue pour apparier la forme de la noue. Clouer, en plaçant une fixation additionnelle sur le coin supérieur du bardeau. En raison du volume important d'eau dans les noues, les clous près du centre peuvent causer une fuite.

Carry GAF Underlayment at least 6" (152mm) over GAF Leak Barrier.

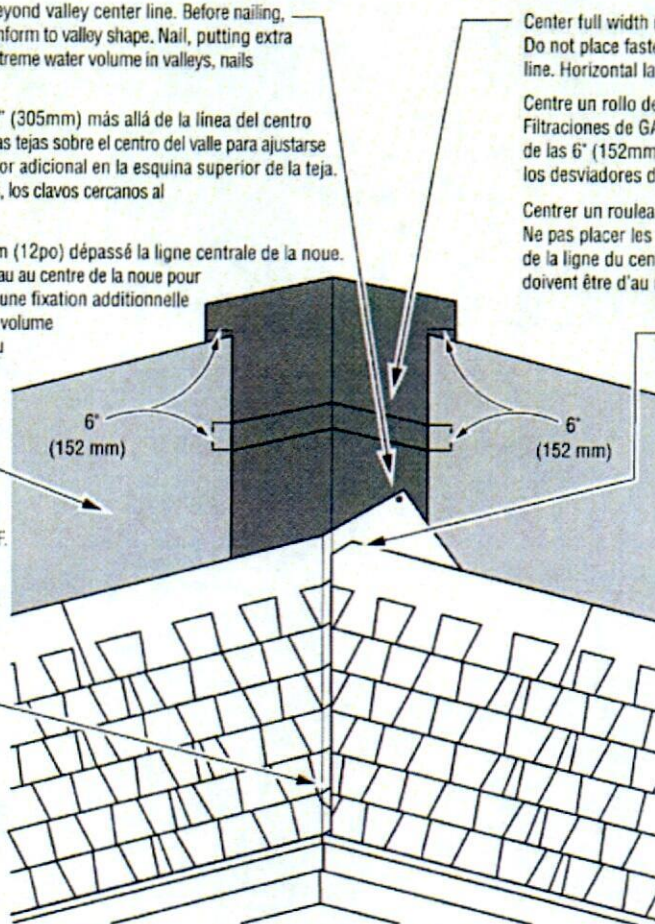
Lleve la Capa Base de GAF por lo menos 6" (152mm) sobre barrera de filtración de GAF.

Amener de la Membrane de Protection GAF au moins 152mm (6po) sur Pare-Fuite de GAF.

Run starter strip across valley at least 12" (305mm) and weave with opposite side starter strip and shingle.

Haga correr la hilada inicial por todo el valle 12" (305mm) como mínimo y entrelace con la hilada inicial y teja de hilada inicial del lado opuesto.

Courir une bande de départ au travers de la noue d'un minimum de 12po (305mm) et joindre avec la bande de départ et le bardeau du côté opposé.



Center full width roll of GAF Leak Barrier.

Do not place fasteners within 6" (152mm) of center line. Horizontal laps must be at least 6" (152mm).

Centre un rouleau de ancho completo de Barrera de Filtraciones de GAF. No coloque sujetadores dentro de las 6" (152mm) de la línea central. Las juntas de los desviadores deben estar a por lo menos 6" (152 mm).

Centrer un rouleau de pleine largeur de Pare-Fuite GAF. Ne pas placer les fixations à l'intérieur de 152mm (6po) de la ligne du centre. Les chevauchements horizontaux doivent être d'au moins 6po (152mm).

Overlying shingles must be cut so they are 2" (52mm) away from valley center line. Clip shingle corners 45° to keep water flow in the valley center. Seal the valley shingles to each other using plastic roof cement.

Las tejas superpuestas deben ser cortadas para tener 2" (52 mm) de distancia de la línea central del valle. Recorte las esquinas de las tejas a 45° para mantener el flujo de agua en el centro del valle. Selle las tejas de valle entre sí utilizando cemento plástico para techo.

Les bardeaux qui chevauchent doivent être coupés de sorte qu'ils sont éloignés de 2po (52mm) de la ligne du centre de noue. Clipper les coins de bardeau à 45° pour garder l'écoulement d'eau dans le centre de la noue. Sceller les bardeaux de noue l'un à l'autre avec du ciment plastique asphalté.

CAUTION: Do NOT place nails closer than 6" (152 mm) to the valley center line.

El CUIDADO: NO coloque clavos más cerca que 6" (152mm) al valle la línea central.

PRUDENCE : NE pas placer des clous plus près que 152mm (6po) à la ligne de centre de vallée.

PRECAUTIONARY NOTES

1. Do NOT use on vertical side walls.
2. These shingles are particularly tough and may require additional effort to trim to fit on the roof. Curved blade utility knives are more effective than straight blade utility knives in cutting these shingles. Using a circular saw equipped with carbide-tipped blades is also effective.
3. Asphalt shingles will be stiff in cold weather and flexible in hot weather. Handle carefully. Shingles can easily be broken in cold weather or their edges damaged in hot weather. Do not drop bundles on edges or on other bundles to separate shingles. Do not load bundles across a hip or ridge. Do not bend bundles over shoulder for carrying. Premium shingles with heavier weight may cause cracks at sharp bend points.
4. Store on flat surface in a covered, ventilated area with a maximum temperature of 110°F (43°C). Do not store near steam pipes, radiators, etc., or in sunlight. Do not store double-stacked pallets on a long-term basis. If double stacking is required for short periods, use slip sheets of 1/2" (13 mm) plywood cut to the pallet size to minimize damage. Long-term double-stacked storage, especially in hot weather, can result in possible sticking, staining, and distortion of the shingles.

RE-ROOFING: If old asphalt shingles are to remain in place, nail down or cut away all loose, curled, or lifted shingles and replace with new, and just before installing the new roofing, sweep the surface clean of all loose debris. Since any irregularities may show through the new shingles, be sure the underlying shingles provide a smooth surface. Fasteners must be long enough to penetrate the wood deck at least 3/4" (19 mm) or just through plywood. Follow shingle installation instructions for installation.

NOTE: Shingles can be applied over wood shingles if the surface can be made smooth enough. This may include cutting back old shingles at eaves and rakes, installing new wood edging strips as needed, and the use of beveled wood strips. Install Type 30 underlayment to maintain a ANSI/UL 790 Class A roofing fire rating.

IMPORTANT: Repair leaks promptly to avoid adverse effects, including mold growth.

For general technical support, visit our website at gaf.com or call 1-800-766-3411.

NOTAS DE PRECAUCIÓN

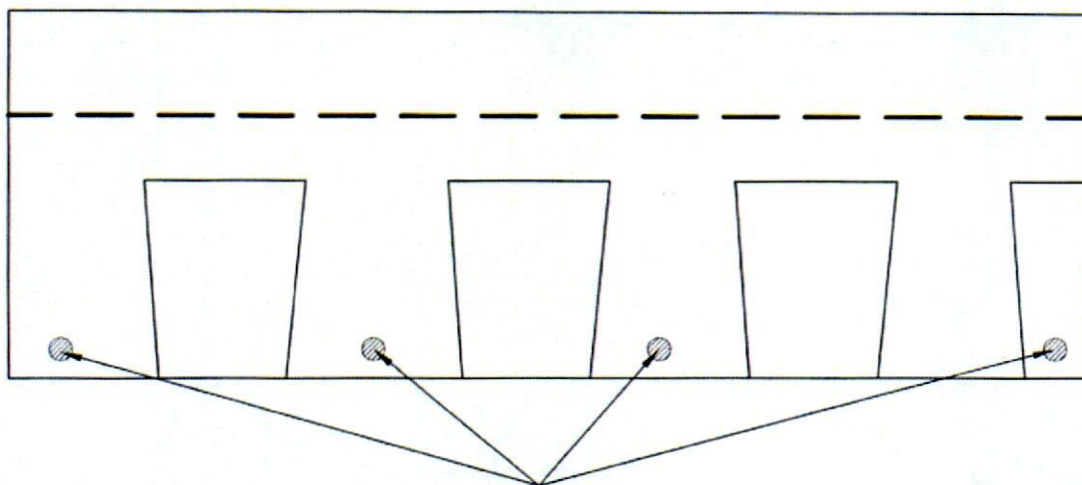
1. NO utilice este producto en paredes laterales verticales.
2. Los cuchillos de utilería con filo curvo son más efectivos que los de filo recto para cortar estas tejas. Utilizar una sierra circular con cuchillas de puntas de carburo es también muy efectivo. Independientemente de la herramienta que se utilice, use siempre un equipo de protección apropiado, como guantes, protección ocular, etc. En caso de que se genere polvo o se eliminen gases, le recomendamos usar una protección respiratoria adecuada. Consulte la Hoja de datos de seguridad (Safety Data Sheet, SDS) para mayor información y siga todos los procedimientos de seguridad indicados.
3. Debido a la naturaleza de las tejas asfálticas, estas son rígidas en climas fríos y flexibles en climas cálidos. Manipule este producto con precaución. Las tejas pueden romperse con facilidad en climas fríos, o bien sus bordes pueden dañarse en climas cálidos. No deje caer los paquetes sobre los bordes ni sobre otros paquetes para separar las tejas. No cargue paquetes sobre techos a cuatro aguas ni sobre las cumbreras. No se incline para cargar y transportar los paquetes en el hombro. Las tejas de calidad superior con mayor peso pueden agrietarse en curvas pronunciadas.
4. Almacene este producto sobre una superficie plana en un área cubierta y ventilada con una temperatura máxima de 110°F (43°C). No almacene cerca de tuberías de vapor, radiadores, etc., ni bajo la luz solar directa. No almacene el producto apilado en palés durante un período prolongado. Si es necesario almacenar el producto apilado en palés durante períodos cortos, utilice láminas deslizantes de madera contrachapada de 1/2" (13 mm) entre medio de los palés para reducir los daños. El almacenamiento del producto apilado en palés durante largos períodos, especialmente en climas calurosos, puede causar posibles adherencias, manchas y deformación de las tejas.

RETECHADO: Si las tejas asfálticas antiguas deben permanecer en su lugar, desclave o corte todas las tejas flojas, onduladas o levantadas y reemplácelas por tejas nuevas. Justo antes de instalar el techo nuevo, limpie la superficie hasta que no haya partículas sueltas. Dado que cualquier irregularidad puede ser visible a través de las tejas nuevas, asegúrese de que las tejas de la base brinden una superficie plana. Los sujetadores deben tener la longitud suficiente para penetrar al menos 3/4" (19 mm) la cubierta de madera o solo a través de la cubierta de madera contrachapada. Siga las instrucciones de instalación de tejas para una correcta instalación.

NOTA: Las tejas pueden aplicarse sobre tejas de madera siempre que la superficie esté lo suficientemente lisa. Esto puede implicar cortar tejas viejas en aleros y desniveles, instalar ribetes de borde de madera nuevos según sea necesario y colocar listones de madera biselados. Instale una capa base Tipo 30 para mantener una calificación contra incendios en techos Clase A, según lo establecido por la norma ANSI/UL 790.

IMPORTANTE: Repare las goteras rápidamente para evitar efectos adversos como el crecimiento de moho.

Para obtener soporte técnico general, visite nuestro sitio web es.gaf.com, o bien llame al 1-800-766-3411.



Cement locations

(4 quarter-sized dabs of cement on back of shingle)



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Lifetime Shingles

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1-01-12

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N.T.S

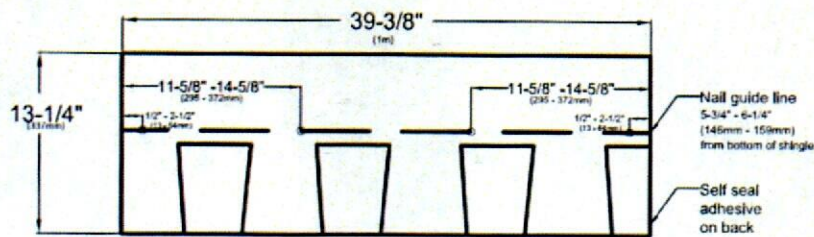
SHINGLE SEALANT LOCATION

DETAIL NUMBER

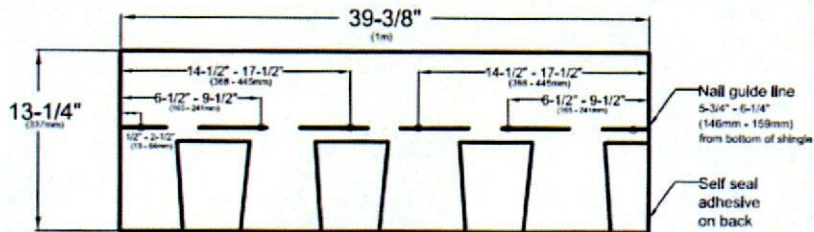
02

DETAIL REFERENCE
SS-TS

These shingles MUST be nailed a nominal 6" (152mm) from bottom of shingle, above the cut outs, as shown. Nails must not be exposed.



STANDARD NAILING PATTERN - four nails per shingle



ENHANCED NAILING PATTERN - six nails per shingle*

* required by some local codes and required for enhanced wind coverage on certain products. See limited warranty for details.



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REVISION DATE
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SCALE
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NAIL PLACEMENT DETAIL Metric Size Shingles

DETAIL NUMBER

03a

DETAIL REFERENCE

SS-TS

SHINGLE

INSTALLATION

Start at either rake and lay in either direction

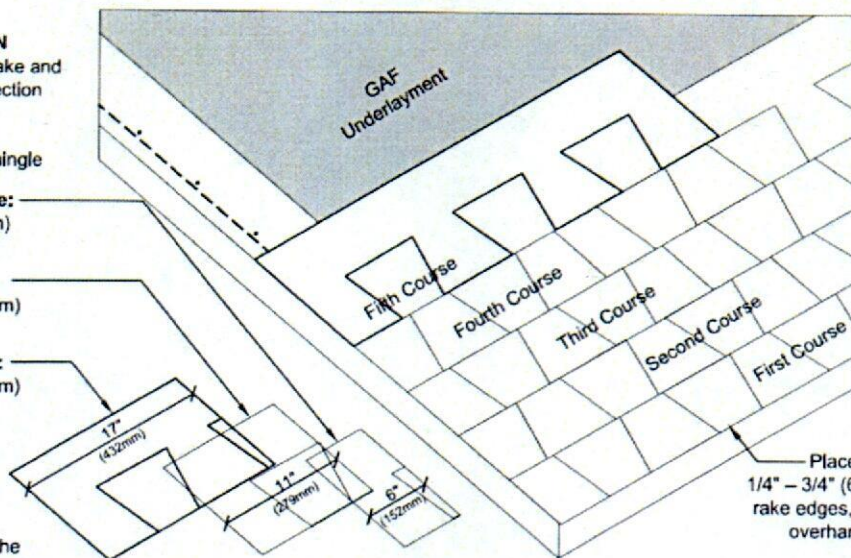
First Course:
Start with full shingle

Second Course:
Trim 6" (152mm)
off first shingle

Third Course:
Trim 11" (279mm)
off first shingle

Fourth Course:
Trim 17" (432mm)
off first shingle

Remaining Courses:
Repeat the 1st - 4th course instructions on the remaining courses, starting the fifth course with a full shingle.



NOTES:

1. Continue each course with whole shingles.
2. Strike a chalk line about every 6 courses to check parallel alignment with eaves.

Place first course of shingles 1/4" - 3/4" (6-19mm) over eave and rake edges, covering starter course overhang, to provide drip edge.



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SERIES
Lifetime Shingles

REVISION DATE
1-01-12

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SHINGLE INSTALLATION DETAIL

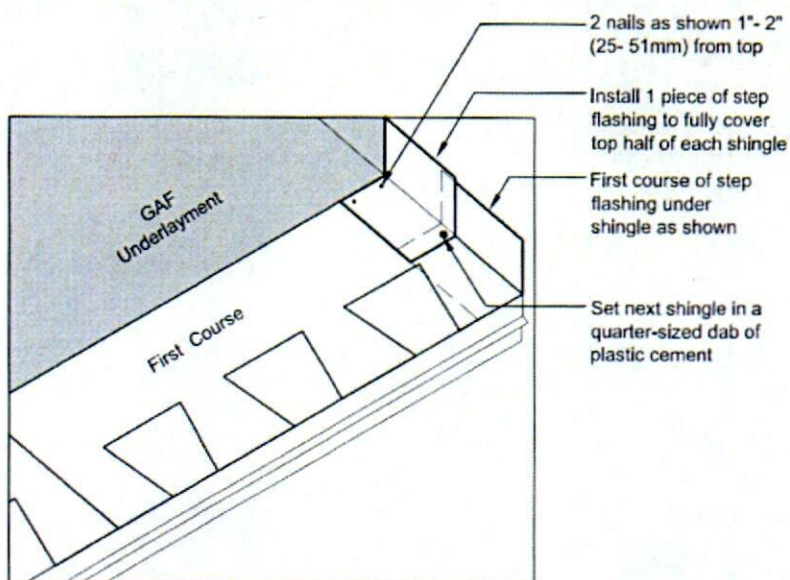
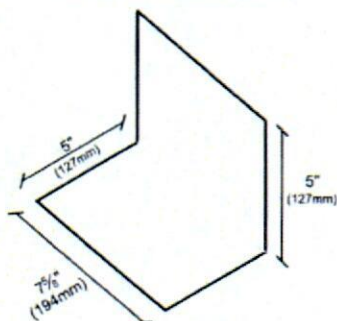
DETAIL NUMBER

04

DETAIL REFERENCE

SS-TS

Step Flashing for Metric Size
Shingles 13-1/4" x 39-3/8"
(337mm x 1000mm) with
5-5/8" (143mm) Exposure



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SERIES
Lifetime Shingles

REVISION DATE
1-01-12

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STEP FLASHING DETAIL

DETAIL NUMBER

05

DETAIL REFERENCE

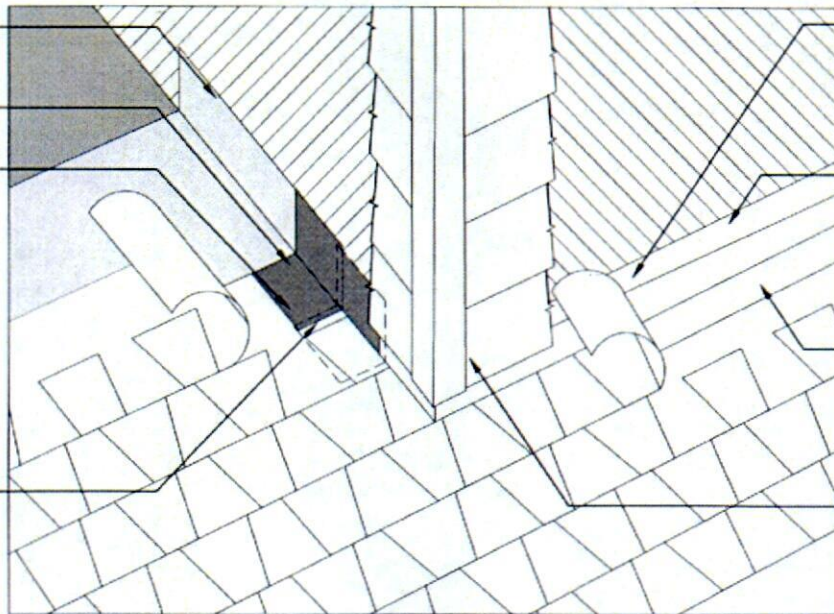
SS-TS

Extend GAF leak barrier at least 5" (127mm) up wall.

2 nails per step flashing

Place metal step flashing just upslope from exposed edge of shingle and extend 5" (127mm) over underlying shingle and 5" (127mm) up the vertical wall.

Step flashing pieces overlap each other 2" (51mm)



Cover metal flashing with cut shingle. Do NOT nail shingle, install with asphaltic plastic cement.

Extend GAF leak barrier at least 5" (127mm) up wall

Metal flashing (Nailed to the deck, NOT to the vertical wall) extend up wall at least 5" (127mm)

Siding/cladding must be at least 2" (51mm) above the roof surface and covering flashing at least 2" (51mm).



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1-01-12

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WALL FLASHING DETAIL

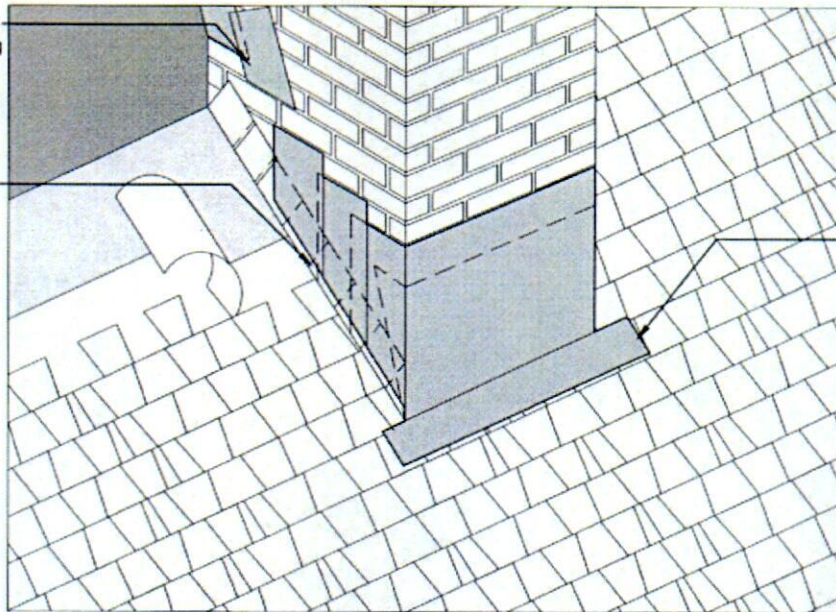
DETAIL NUMBER

06

DETAIL REFERENCE
SS-TS

Extend non-corroding
metal counter flashing
over base flashing.

Use one piece
metal non-corroding
step flashing for
each course. Seal
overlying shingles
to step flashing
with asphalt plastic
cement.



At least 4"
(102mm)



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CHIMNEY FLASHING DETAIL

DETAIL NUMBER

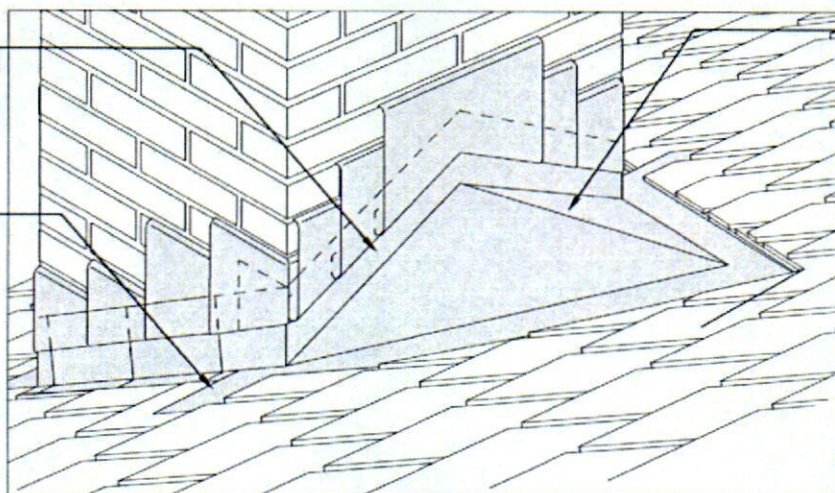
07

DETAIL REFERENCE

SS-TS

Cricket should extend at least 6" (152 mm) up the back of the chimney.

Seal shingles to metal flange with asphalt plastic cement.



Cricket ridge should be at least 12" (305mm).

Cricket flange should be at least 18" (457mm) up roof deck.



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CHIMNEY CRICKET FLASHING DETAIL

DETAIL NUMBER

08

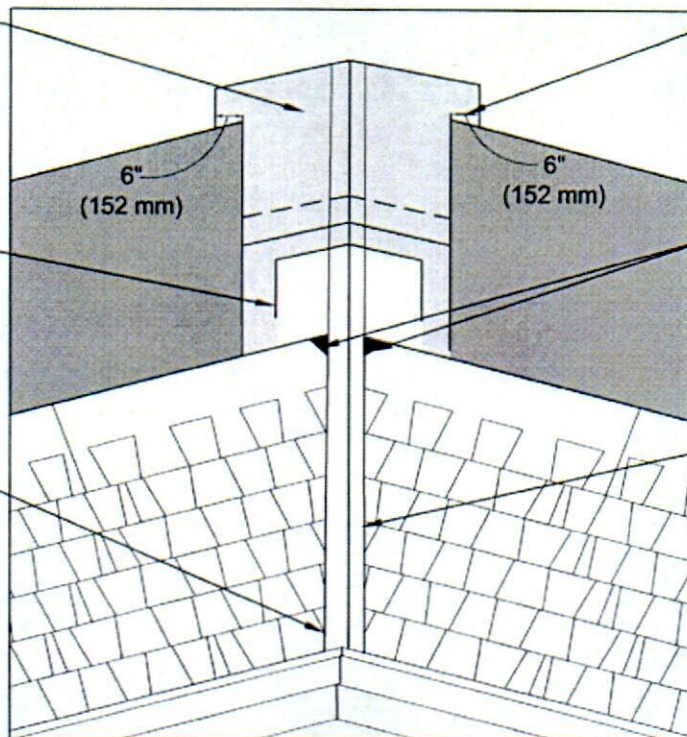
DETAIL REFERENCE

SS-TS

Center full width roll of GAF leak barrier. Do not place fasteners within 6" (152mm) of center line. Horizontal laps 6" (152mm) min.

Center valley metal, overlap metal horizontal laps a minimum 12" (305mm) and seal by embedding them in asphalt plastic cement.

Shingles should be separated 6" (152mm) at top of valley. Separation must increase 1/8" (3mm) per foot towards eaves to handle increasing water volume. Snap chalk lines to ensure shingles diverge properly in valley.



Carry GAF underlayment at least 6" (152mm) over GAF leak barrier.

Clip the top corners of shingles 45° to keep water flow toward the valley center.

Overlap shingles at least 4" (102mm) over 20" (508mm) wide valley metal. Embed the shingle ends in asphalt plastic cement to seal the shingles to the metal and keep water from running under them.



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OPEN VALLEY DETAIL

DETAIL NUMBER

09

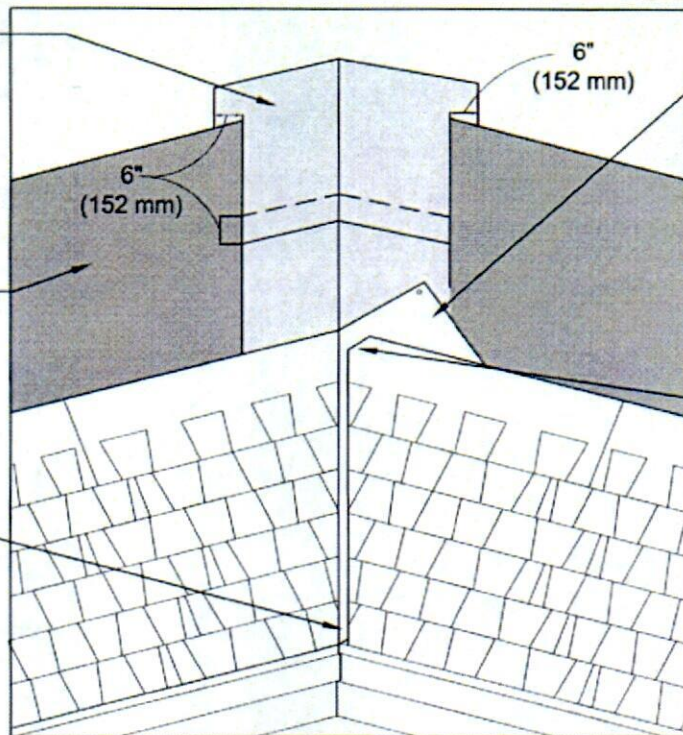
DETAIL REFERENCE

SS-TS

Center full width roll of GAF leak barrier. Do not place fasteners within 6" (152mm) of center line. Horizontal laps must be at least 6" (152mm).

Carry GAF underlayment at least 6" (152mm) over GAF leak barrier.

Extend starter strip across valley at least 12" (305mm) and weave with opposite side starter strip shingle.



Extend end of shingle at least 12" (305mm) beyond valley center line. Nail, putting extra fastener in top corner of shingle.

Overlying shingles must be cut so they are 2" (52mm) away from valley center line. Clip shingle corners 45° to keep water flow in the valley center. Seal the valley shingles to each other using asphalt plastic cement.



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CLOSED VALLEY DETAIL

DETAIL NUMBER

10

DETAIL REFERENCE

SS-TS



HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

IFB# 25-001

BID FORMS CHECK LIST

Instructions: See Section E, Instructions to Bidders, for instructions to properly complete all Bid Forms identified below and this Bid Forms Checklist.

- a) _____ Cover Sheet
- b) _____ Bid Price Forms
- c) _____ IRS Form W-9
- d) _____ Statement of Ownership Disclosure
- e) _____ Debarment Certification
- f) _____ Certificate for Contracts, etc.
- g) _____ Non-Collusion Affidavit
- h) _____ Affirmative Action Statement & Affidavit
- i) _____ Statement of Bidder's Qualifications
- j) _____ Disclosure of Lobbying Activities
- k) _____ Drug-Free Workplace Certification & Affidavit
- l) _____ Non-Default Affidavit
- m) _____ HUD-5369-A Statement of Bidders
- n) _____ NJ Business Registration Certificate – Contractor – (Copy provided by Bidder)
- o) _____ Certificate(s) of Liability Insurance (Copy provided by Bidder)
- p) _____ Certificate(s) of Workers Compensation Insurance (Copy provided by Bidder)
- q) _____ Iranian Certification
- r) _____ General Terms & Conditions
- s) _____ Acknowledgement of Addenda Sheet
- t) _____ HUD 500571 Certification of Payments
- u) _____ Certification of Prohibited Acts in Russia or Belarus
- v) _____ List of Sub-Contractors – (Copy provided by Bidder)
- w) _____ NJ Business Registration Certificate – Sub-Contractors – (Copy provided by Bidder)

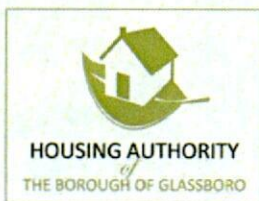
X

Signature of Bidder

Print Name/ Title

Date





HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

IFB# 25-001

INVITATION FOR BID

IFB# 25-001

SUMMIT PARK APARTMENTS ROOF REPLACEMENT

SUBMISSION DEADLINE: **TUESDAY, JANUARY 7, 2025 @ 10:00 AM**

RETURN BIDS TO:

The Housing Authority of the Borough of Glassboro
100 Pop Moylan Boulevard
Deptford, New Jersey 08096

NAME OF BIDDER: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____



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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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

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

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 THE BOROUGH OF GLASSBORO

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	Address

HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

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 noncorporate 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	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 THE BOROUGH OF GLASSBORO

"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.

Printed Name / Title

Signature

Date

HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

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 _____, _____

Signature

Print Name / Title

HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

I, _____, residing in _____
name name of municipality
in the County of _____ and State of _____ of full age, being duly
sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
title name of firm

_____ the bidder making this Proposal for the bid
entitled _____, and that I executed the said proposal with
title of bid

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 in restraint of 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 an 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)

Subscribed and sworn to before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

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 _____, _____

HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

STATEMENT OF BIDDER'S QUALIFICATION

ALL QUESTIONS MUST BE ANSWERED (TYPE OR PRINT LEGIBLY)
(IF QUESTION IS NOT APPLICABLE, WRITE: "NIA")

PART I. ORGANIZATION

1. Legal Name of Bidder: _____
2. Trade Name (if different) _____
3. Business Address: Street _____
City _____ State _____ Zip _____
4. Type of Organization: _____ Sole Proprietor _____ Partnership _____ Corporation (State: _____)
_____ Limited Liability Company Other: _____
5. Organized: Date _____ State _____
6. How many years have you been engaged in the contracting business under your present firm or trading name?

7. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by this entity or by any person in association with this entity, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes, attach a detailed explanation for each instance.) _____
8. Number of employees and their trades:

HOW
MANY TYPE OF TRADE

HOW
MANY TYPE OF TRADE

Total Employees _____

PART II. FINANCIAL INFORMATION -- CONFIDENTIAL -- HAGC USE ONLY

1. It shall be necessary for the bidder to present a financial statement indicating the condition of his/her company. The financial statement shall have been prepared within 3 months of bid. This information shall remain confidential.

ASSETS

Cash on Hand \$ _____
Cash in Banks..... _____
Accounts Receivable from Completed Contracts..... _____
Real Estate Used for Business Purposes..... _____
Material in Stock..... _____
Equipment Book Values..... _____
Furniture and Fixtures..... _____
Other Assets..... _____

TOTAL ASSETS \$ _____

LIABILITIES

Notes Payable to Bank \$ _____
Notes Payable for Equipment Obligations..... _____
Notes Payable for Other Obligations..... _____
Accounts Payable..... _____
Other Liabilities..... _____

TOTAL LIABILITIES \$ _____

EQUITY (Total Assets minus Total Liabilities)..... \$ _____

2. Provide Bank references: _____

3. Has the Company making this bid or any of the principals or owners of more than 10% of the company ever filed for bankruptcy? If yes, give full details.

4. Are there any liens, of any character, filed against your company at this time? (If yes, specify nature and amount)

5. Credit Available for this Contract: \$ _____ (Attach Letter)

STATEMENT OF BIDDER'S QUALIFICATION, page 3

PART III. TRADE AND CONTRACTING INFORMATION

It shall be necessary for the bidder to present evidence that he is the general contractor and that he has been in business for at least 3 years in this particular field, and can submit a suitable record of satisfactorily completing similar projects. In addition, evidence shall be submitted that this company has the necessary equipment to carry out this type of operation.

1. How many years has your company been in business performing the work required under this contract?

2. Have you ever refused to sign a contract at your original bid? _____

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

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

5. Has any officer or partner of your organization ever failed to complete a construction contract handled in his/her own name? If yes, state name of individual and reason therefore.

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

7. What equipment do you intend to purchase or lease for this project should the contract be awarded to you? Provide a description as to the quantity, size, type, and capacity of this equipment.

STATEMENT OF BIDDER'S QUALIFICATION, page 4

8. In what manner have you inspected the proposed project?

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

10. Do you intend to subcontract any portion of the work? Is so, state which portion is to be subcontracted.

11. We normally perform _____ % of the work with our own forces. Describe the character of work performed by your company.

12. Have you made contracts or received firm offers for all materials used in preparing your proposal?

DO NOT GIVE NAMES OF DEALERS OR MANUFACTURERS

13. Provide Trade references:

14. a. Total Contracts now on hand? _____ b. Total Amount: \$ _____

STATEMENT OF BIDDER'S QUALIFICATION, page 5

15. Provide information on the more important Contracts Completed in the Last Five (5) Years:

[illegible]

STATEMENT OF BIDDER'S QUALIFICATION, page 6

16. Provide information on All your Contracts in Progress, Awarded and, if Low-Bidder, Pending Formal Award:

[illegible]

STATEMENT OF BIDDER'S QUALIFICATION, page 7

PART IV. AUTHORIZATION, AGREEMENT AND CERTIFICATION

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Housing Authority of the Borough of Glassboro, or its Instrumentalities, in verification of the information comprising this Statement of Bidder's Qualifications.

In submitting this bid, it is agreed:

1. To accept the provisions of the Instructions to Bidders.
2. To provide all documentation requested in the Instructions.
3. To enter into and execute a contract, if awarded, on the basis of the bid.
4. To accomplish the Work in accordance with the Drawings and Specifications.
5. To complete the Work within the specified time after contract signing.
6. To furnish Bonds as required in the Specifications.

Furthermore and in addition, the undersigned hereby certifies, that all the information provided in this bid is true and correct, and the principals making this bid or proposal are duly authorized to do so on behalf of the company.

Signed: _____

TITLE

DATE

Sworn to before me this _____ day of _____, 20 _____

Notary Signature: _____

Notary Seal:

My commission expires: _____

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a 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 (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
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 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; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include 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 THE BOROUGH OF GLASSBORO

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 the Borough of Glassboro is at:
Bidder's Address.

PLEASE SIGN AND DATE

NAME: _____

TITLE: _____

DATE: _____

HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

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: _____

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

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

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

5. Bidder's Certification of Eligibility

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

- (1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,
(2) Participate in HUD programs pursuant to 24 CFR Part 24.
(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.
(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.
(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.
(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.
(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

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

- (a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate"

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, 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 parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.



I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. 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 the Certification below.

OR



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Housing Authority of Gloucester County is relying on the information contained herein and thereby acknowledge 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 the Housing Authority in writing of any changes to the answers of information contained herein.

I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Housing Authority of Gloucester County and that the Housing Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	



HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

GENERAL TERMS AND CONDITIONS

A. ORGANIZATION:

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

B. TERMINATION FOR CONVENIENCE:

GHA may terminate the Contract for convenience by giving the Contractor at least thirty (30) calendar days' advance written notice. Upon such termination, Contractor shall be paid for all goods provided or services rendered under the Contract through the date of termination.

C. CHANGES:

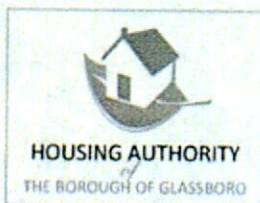
1. No changes, additions, deletions, or modifications shall be made to the Contract without the prior written approval of GHA. All such changes, additions, deletions, or modifications shall be authorized by a written change order signed by GHA. The cost or credit to GHA for a change order shall be determined by mutual agreement of the parties before performing the change involved.
2. Any changes in the contracted scope of services shall not invalidate the Contract, nor shall it release the Contractor from any guaranty given by the Contractor pursuant to the Contract or release the Contractor from any other obligations of the Contract. All such work shall be performed in accordance with the Contract for an amount agreed to by GHA and the Contractor.

D. 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 below. All insurance shall be procured from reputable insurers authorized to do business in the State of New Jersey. In no event shall work be performed until the required evidence of insurance has been furnished. The insurance shall provide for at least thirty (30) days prior written notice to be given to GHA in the event coverage is materially changed, canceled, or not renewed. Prior to the inception of work, the Contractor shall provide to GHA a Certificate of Insurance evidencing the following coverages:

1. Additional Insured Requirement

GHA shall be named as additional insured on all policies required hereunder, except for Workers Compensation and Employers Liability.



HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

2. Workers Compensation and Employers Liability

- a. Workers Compensation – Statutory Limits
- b. Employers Liability
 - (1) Bodily Injury by Accident – \$100,000 each accident
 - (2) Bodily Injury by Disease – \$500,000 policy limit
 - (3) Bodily Injury by Disease – \$100,000 each employee

3. General Liability

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

E. EQUAL OPPORTUNITY:

- 1. 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.
- 2. In the event of the Contractor's non-compliance with this Section or any of the Equal Opportunity clauses of the Contract, the Contract may be canceled, terminated, or suspended in whole or in part; and the Contractor may be declared ineligible for further GHA contracts.

F. SUBSTITUTION OF PERSONNEL:

The Contractor shall not replace key personnel assigned to the Contract and listed in the bid submitted by the Contractor without the prior advance written approval of GHA.

G. RECORDS:

The Contractor shall keep adequate records of direct labor costs and other costs of performance of the Contract and shall maintain such records for three (3) years after GHA makes final payment and all other pending matters are closed.

H. AUDIT:



HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

1. Records of the Contractor shall be subject to audit by a Certified Public Accounting (CPA) firm designated by GHA in the event of termination for convenience or if any payment is based on time or cost of materials.
2. Because funds for the Contract are provided by the federal government, the Contractor agrees to allow the federal agency, which provided funds, the Comptroller General of the United States, GHA, 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 the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

I. BANKRUPTCY:

1. GHA may terminate the Contract by written notice to the Contractor:
 - a. If the Contractor shall become insolvent or make a general assignment for the benefit of creditors; or
 - b. 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.
2. Termination under this Section shall be effective upon the date of the written termination notice.

J. CALENDAR DATES:

Time shall be measured in calendar days.

K. SECTION HEADINGS:

The headings contained herein and in the Contract are for ease of reference and shall not limit the scope or intent of the Section.

L. HOLD HARMLESS:

1. The Contractor shall be considered an independent contractor in respect to the work to be performed under the Contract and shall assume all risk and responsibility for casualties of every description in connection with the work, which can be attributed either directly or indirectly to the Contractor. The Contractor, for itself, its successors, assigns, heirs, executors and administrators, agrees to indemnify, defend and save harmless GHA, all its commissioners, officers, employees and agents from all suits and actions of every nature brought against GHA or any of them for or on account of any damage or loss sustained by GHA 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 GHA or the Contractor.
2. If the Contractor is required to enter premises owned, leased, or occupied by or under the control of GHA during the performance of the contract, the Contractor shall indemnify and



HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

hold harmless GHA 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 the Contract to confer third-party beneficiary right or action upon any person whatsoever and nothing herein set forth, or in the Contract, shall be construed so as to confer upon any person other than GHA a right of action either under the Contract or in any manner whatsoever.

M. TAXES, INDUSTRIAL LAWS, AND BENEFITS:

The 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 the Contract, are employees of GHA 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 the Contract. The Contractor shall be liable for all federal, state, and local taxes or special assessments.

N. NO WAIVER:

Failure of GHA to insist on strict performance shall not constitute a waiver of any of the provisions of the Contract or waiver of any default of the Contractor.

O. ASSIGNMENT:

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract, or the Contractor's rights, title, or interest in any part thereof. The Contractor shall perform within its own organization and with the assistance of employees under the Contractor's immediate superintendence all work under the Contract.

If the Contractor assigns, transfers, conveys, sublets, or otherwise disposes of the Contract in whole or in part, or of the Contractor's right, title, or interest therein, or any of the monies to become due under the Contract to any person, firm or corporation, the Contract may, at the sole option of GHA, be terminated and GHA shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor and to the Contractor's assignee or transferee. However, nothing herein contained shall be construed to hinder, prevent, or affect any assignment by the Contractor for the benefit of the Contractor's creditors made pursuant to the statutes of the State of New Jersey. No right under the Contract or to any money to become due thereunder, shall be asserted against GHA in law or in equity by reason of any so-called assignment of the Contract, or any part thereof, or any monies to become due thereunder.

P. SEVERABILITY:



HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

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

Q. SUBCONTRACTORS:

If subcontractors are permitted in accordance with the IFB Scope of Work Sections, then:

1. Any proposed subcontractor(s) shall be disclosed in the Contractor's bid. The Contractor shall furnish such written information as GHA may require concerning the proposed subcontractor(s), together with the proposed subcontractor's Non-Collusive Affidavit and Affidavit of Non-Default in the form prescribed by GHA.
2. GHA 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 GHA.
3. The Contractor shall cause provisions to be inserted in all subcontracts to bind subcontractors to the terms of the HUD Terms and Conditions, if applicable, GHA General Terms and Conditions, and other documents comprising the Contract insofar as they are applicable to the work of the subcontractor.
4. Nothing contained in the Contract shall create any contractual relationship between any subcontractor and GHA.

R. LIQUIDATED DAMAGES:

GHA may withhold from any monies due to the Contractor such sums as may administratively be determined to be necessary to satisfy any liabilities of the Contractor for liquidated damages. The amount to be withheld as liquidated damages is \$300.00 per day.

S. ROYALTIES AND PATENTS:

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

T. PERMITS AND LICENSES:

If any permits, licenses, or other approvals are necessary for the performance of the Contract, then the Contractor shall obtain all such permits, licenses, or approvals at no extra charge to GHA.

U. AFFIRMATIVE ACTION:



HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

The 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.

V. WORK PRODUCT:

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

GENERAL TERMS AND CONDITIONS CERTIFICATION

The undersigned confirms that the Bidder shall comply with GHA's General Terms and Conditions as set forth above.

SIGNATURE

DATE

HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

☐ **No addenda were received:**

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Certification of Payments to Influence Federal Transactions

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

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. 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.

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)

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

- ☐ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.
- OR
- ☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.
- OR
- ☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

<hr/> Signature of Vendor's Authorized Representative	<hr/> Date
<hr/> Print Name and Title of Vendor's Authorized Representative	<hr/> Vendor's FEIN
<hr/> Vendor's Name	<hr/> Vendor's Phone Number
<hr/> Vendor's Address (Street Address)	<hr/> Vendor's Fax Number
<hr/> Vendor's Address (City/State/Zip Code)	<hr/> Vendor's Email Address

¹ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

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

1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PAYROLL

For contractor's optional use; see instructions at [dol.gov/agencies/whd/forms/wh347](https://doh.gov/agencies/whd/forms/wh347)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

WAGE AND HOUR DIVISION
Revised December 2008

OMB No. 1235-0008
Expires 09/30/2026

PROJECT OR CONTRACT NO.

PROJECT AND LOCATION

FOR WEEK ENDING

[illegible]

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

Date _____

I, _____ (Name of Signatory Party) _____ (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ (Contractor or Subcontractor) _____ on the
_____ (Building or Work) _____; that during the payroll period commencing on the

_____ day of _____, and ending the _____ day of _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

_____ (Contractor or Subcontractor) _____ from the full
weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF
TITLE 31 OF THE UNITED STATES CODE.

Instructions For Completing Payroll Form, WH-347

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

Certified payroll is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits

at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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 be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, 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 workers' 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.

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

The contractor or subcontractor agrees to make good faith efforts to employ 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.

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.

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

In conforming with the 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.

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 Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' 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.

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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers

EXHIBIT B (Cont)

provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

EXHIBIT B (Cont)

- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

EXHIBIT B (Cont)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

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

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

ATTACHMENT B – NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L. 1985, c.490 (C.18A:18A-51 et seq.).