



# REQUEST FOR PROPOSAL

PROJECT

## Solar Power Purchase Agreement

**RFP 15-044**

LOCATIONS

## Various Sites of the Housing Authority of Gloucester County

**August 2015**

FOR

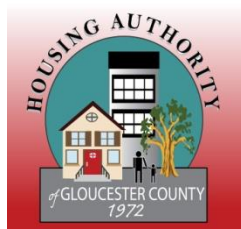
**HOUSING AUTHORITY of GLOUCESTER COUNTY**

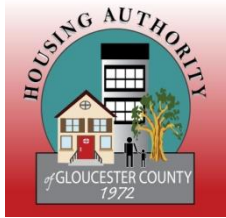
100 Pop Moylan Boulevard Deptford, New Jersey 08096

(856) 845-4959

**SAMUEL V. HUDMAN**

Executive Director – Secretary





## Housing Authority *of* Gloucester County

100 Pop Moylan Blvd. Deptford, NJ 08096

REQUEST FOR PROPOSAL (RFP) # 15-044

### **Power Purchase Agreement (PPA)**

To Evaluate, Finance, Design, Install, Own, Operate and Maintain  
Solar Power Systems and Sell Electrical Power to the Housing Authority

Pre-Proposal Conference: **August 27, 2015**  
Housing Authority of Gloucester County  
100 Pop Moylan Blvd.  
Deptford, NJ 08096

Submittals Due: **September 10, 2015 @ 3 PM**  
Housing Authority of Gloucester County  
100 Pop Moylan Blvd.  
Deptford, NJ 08096

Executive Director: Samuel Hudman

Contact Person: Ron Bernardini  
Modernization Coordinator  
Housing Authority of Gloucester County  
[rbernardini@hagc.org](mailto:rbernardini@hagc.org)  
856-845-3597

# HOUSING AUTHORITY OF GLOUCESTER COUNTY

100 POP MOYLAN BLVD. DEPTFORD, N.J. 08096 (856) 845-4959

## PUBLIC NOTICE REQUEST FOR PROPOSAL RFP #15-044

The Housing Authority of Gloucester County (HAGC), is herewith soliciting proposals from interested and qualified power management companies to Evaluate, Finance, Design, Install, Own, Operate and Maintain Solar Power Systems and Sell Electrical Power under a Power Purchase Agreement (PPA). **Sealed proposals will be received by the Housing Authority of Gloucester County on September 10, 2015 at 3:00 PM in the office at 100 Pop Moylan Blvd., Deptford, N.J. 08096** at which time and place proposals will be opened and read in public for:

### Power Purchase Agreement (PPA)

**At:** **Housing Authority of Gloucester Co**  
100 Pop Moylan Boulevard  
Deptford, NJ 08096

Interested firms may attend a Pre-Proposal Meeting on **Thursday August 27, 2015 at 10:00AM** at:

Housing Authority of Gloucester County  
100 Pop Moylan Blvd.  
Deptford, NJ 08096

Any questions related to this RFP are to be directed to:

Ron Bernardini, Modernization Coordinator  
Housing Authority of Gloucester County  
[rbernardini@hagc.org](mailto:rbernardini@hagc.org) 856-845-3597.

Complete Proposal Documents are available from the HAGC website at:  
[www.HAGC.org](http://www.HAGC.org) or contact Ron Bernardini at:  
[rbernardini@hagc.org](mailto:rbernardini@hagc.org); 856-845-3597.

No questions will be addressed after September 3, 2015.

Proposals will be made on the proposal form provided in the manner specified therein and required by the specifications enclosed in the sealed envelope and addressed to the Housing Authority of Gloucester County, 100 Pop Moylan Blvd., Deptford, N.J. and clearly marked on the outside "DATE, TIME and NAME OF ITEM BEING BID."

Proposals must be accompanied by a "Non-Collusion Affidavit".

Public Disclosure: Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, County, Municipal or School District contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the proposal or accompanying the bid of said corporation or partnership there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or greater interest. Failure to supply this information with your form of proposal will be cause to reject the bid. The Board of Commissioners or Executive Director reserves the right to reject any proposal and to accept the proposal, which in their judgement will best serve the interest of the Housing Authority of Gloucester County.

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

A Business Registration Certificate is required to be provided per amendment N.J.S. 52:34-44, if you use a subcontractor they must provide a copy of their Business Registration Certificate. Business Registration Certificate (s) should accompany bid.

BY ORDER OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF GLOUCESTER COUNTY, 100 POP MOYLAN BLVD.,  
DEPTFORD, N.J. 08096.  
WILLIAM W. BAIN, JR., CHAIRMAN  
SAMUEL V. HUDMAN, EXECUTIVE DIRECTOR

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- General Instructions

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## Housing Authority of Gloucester County

REQUEST FOR PROPOSAL RFP 15-044

### Power Purchase Agreement (PPA)

The Housing Authority of Gloucester County (HAGC), Deptford, New Jersey is herewith soliciting proposals from interested and qualified power management companies to Evaluate, Finance, Design, Install, Own, Operate and Maintain Solar Power Systems and Sell Electrical Power under a Power Purchase Agreement (PPA) to the Housing Authority of Gloucester County, Deptford, New Jersey.

Interested firms may attend a Pre-Proposal Meeting on **Thursday, August 27, 2015 at 10:00 AM** at:

Housing Authority of Gloucester County  
100 Pop Moylan Blvd.  
Deptford, NJ 08096

Any questions related to this RFP are to be directed to:

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[rbernardini@hagc.org](mailto:rbernardini@hagc.org); 856-845-3597.

No questions will be addressed after September 3, 2015.

**Proposal due no later than Thursday, September 10, 2015 @ 3:00 PM in the offices of:**

Housing Authority of Gloucester County  
100 Pop Moylan Blvd.  
Deptford, NJ 08096

The successful respondent ("Respondent") will sell the power produced by these systems to HAGC under a twenty (20) year power purchase agreement (PPA). The Contract will be awarded to the most Responsive and Responsible Respondent offering the best combination of qualifications and pricing in its proposal ("Proposal") who meets the Qualifications outlined in the Evaluation Criteria Section. HAGC's selection committee shall review the Respondents' qualifications and pricing in accordance with the Evaluation Criteria. Based on these criteria, the committee will choose those Respondents deemed "qualified." The Respondent with the best combination of qualification factors and pricing for all sites will be selected to enter into a contract. No Respondent may withdraw or alter their Proposal within Sixty (60) days after the Proposal opening. HAGC maintains the right to reject any or all Proposals. HAGC has the right to waive minor informalities and irregularities in a Proposal received and to accept the Proposal that, in HAGC's judgment, is in HAGC's best interests.

## **Development Description**

The Housing Authority of Gloucester County owns and operates five mid to high rise apartment buildings throughout Gloucester County. The buildings consist mostly of 1 bedroom units for low-income seniors and those with disabilities. The buildings have a master meter for the common areas while the apartments are individually metered and billed directly to the resident. The buildings vary in age from 1981 through 2005. Four of the buildings have flat roofs with an EPDM roofing while the newest building is a sloping asphalt shingle roof (See photos at end). Two of the properties are Public Housing for additional information visit our website at [www.HAGC.org](http://www.HAGC.org).

## **Scope of Work:**

Housing Authority of Gloucester County, Deptford, New Jersey (hereafter referred to as (HAGC) is soliciting proposals from qualified firms who are licensed and insured to conduct business within the State of New Jersey. The scope of work is for the evaluation, finance, design, installation, ownership, operation and maintenance of solar photovoltaic electric generating systems at selected properties which are all located in Gloucester County, New Jersey. All work shall comply with the conditions set forth in this document and as contained within the project details, specifications, and any attachments contained herein. This Contract requires the Power Management Company to furnish all labor, materials, permits and fees necessary to complete the work as specified herein.

## **HUD Approval**

Due to the involvement of HUD and NJHMFA in the properties it will be necessary to have their approval prior to closing. Respondent's experience with HUD or NJHMFA requirements is desirable but not required.

**Primary Objectives:** HAGC's primary objectives for this initiative are as follows:

- To achieve long-term reduced price stability for utility expenditures
- To promote HAGC's sustainability image and concern for the environment
- To train and equip Sect. 3 qualified participants in solar positions

## **Development Financing**

As a Housing Authority all utilities on Public Housing units (Carino Park and Deptford Park) are subsidized by HUD. If there are energy savings, HUD ultimately decreases the subsidy level. Therefore HAGC receives no benefit from energy price savings over the life of a project. Some level of achieving lower cost should be demonstrated that would receive HUD approval and be beneficial to the Housing Authority. In this instance a "lease option" may be preferred as an alternate incentive to off-setting utility expenditures.

## **Davis Bacon Rates**

Any work done on the public housing properties is required to be under the Davis-Bacon wage rate. All other properties are considered to be under the NJ prevailing wage rates.

## **Submission Requirements**

Respondents shall provide the following information and documentation as part of their offer. HAGC as part of their evaluation process may short-list respondents, conduct interviews, and or request a Best and Final Offer. At that time additional information may be requested of all those short-listed. HAGC reserves the right to issue a written award or acceptance of offer on the basis of initial offers received, within the time for acceptance specified, without discussion. HAGC may accept an offer whether or not there are negotiations after its receipt. Any negotiations after receipt of an offer does not constitute a rejection or counteroffer by HAGC. Therefore each initial offer should contain the offerors best terms from a cost incentive and technical standpoint.

## **Initial Offer**

### **Proposed Term Sheet**

Addresses all services listed in the RFP, items listed below, and any other terms applicable to the proposal.

1. List of properties to be included
2. Financial Structure
  - Term
  - Possible Extensions
  - Potential site restrictions
  - Reserve requirements
  - Applicable rates and fees
3. Estimated energy savings
4. Estimated Closing timeline
5. Estimated construction timeline
6. Proposed materials
7. Explanation of impact of potential redevelopment prior to end of term
8. Buyout options prior to end of term

### **Personnel Profile and Experience**

- Profile of your organization or firm
- Number and type of systems financed
- List of previous projects
- List of public housing transactions in which respondent has participated
- Information detailing firm's principals, personnel assigned to projects and relevant experience

**Other required attachments:**

- W-9 Form
- Owner Disclosure Statement
- Debarment Certification
- Certificate for Contracts, Grants, Loans and Coop Agreements
- Non-Collusion Affidavit
- Affirmative Action Statement and Affidavit
- Disclosure of Lobbying Activities
- Statement of Bidders Qualification
- Contract for Services
- HUD 5369-A Instruction to Bidders
- Certificate of Insurance
- Professional Liability Insurance Certificate
- List of Subcontractors

**Certificates:** The following certificates must be included with each firm submitting a proposal response:

- A valid New Jersey Business Registration Certificate and NJ Public Works Registration Certificate for each respondent and if applicable, each subcontractor or joint venture partner.
- A valid and current Certificate of Insurance shall be submitted with the proposal.
- As a condition of the PPA, the successful respondent will be required to provide the appropriate insurances, indemnifying Housing Authority of Gloucester County; Seniors Housing Development Corp.; Pop Moylan Urban Redevelopment Company, LLC; Colonial Park LP; eMurphy, Inc.



## Evaluation Criteria:

HAGC will use the following criteria to evaluate the proposals and will rate each respondent accordingly (Maximum 100 points)

### 1. **Qualifications** (25 Points)

Points will be awarded based on demonstrated successful experience with the evaluation, financing, design, installation, ownership, operation and maintenance of solar panels systems. The response must provide sufficient information to allow HAGC to evaluate the Respondent's capability to successfully finance, design, install, own, operate and maintain its proposed solution.

The following information is to be included:

1. Name of Respondent and all team members.
2. Roles and responsibilities of, and relationship between team members, including an organization chart to illustrate team structure.
3. Discussion of Respondent's and each team member's background and experience that demonstrates their qualifications and capability to perform the assigned responsibilities.
4. Resume of key employees who will work on the project(s).
5. A minimum of three references which include:
  - Customer name and contact information.
  - Description of system installed.
  - Role played by Respondent or if applicable team members.
  - Year system installed.
  - System capacity, measured in KWH.
  - Current operation status of the system.
  - Annual percentage savings

### 2. **Evaluation of System Performance** (20 Points)

Points will be awarded based on the performance of the system to be installed within a typical roof mounted system. The Respondent must indicate how the proposed systems will perform in terms of KWH's and dollars worth of electricity produced. Assume a single address for comparison as indicated in the spreadsheet for the location below:

**Deptford Park Apartments**, 120 Pop Moylan Blvd. Deptford, NJ 08096

### 3. **Technical** (20 Points)

Responses must include a description of one of the properties that is distributed within this RFP. The Respondent must submit a system that would work on the roof and/or as a parking lot shelter system, and make any suggestions for repairs as deemed appropriate.

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Provide a technical description of the system on one of the attached properties proposed to include the following details:

1. Sketch, illustration or drawing indicating proposed panel locations on roof, and/or parking lot.
2. Configuration of panels.
3. Description of how systems will be secured onto rooftops/ and or parking lot structures.
4. Solar panel proposed.
5. Inverters proposed.
6. Structural materials.
7. Balance of system components.
8. Other relevant information helpful to understand the key components of the systems and overall interconnection to existing electrical service.

4. **Experience with Governmental Agencies.** (5 points)

Points will be awarded based on demonstrated successful experience with the installation of photovoltaic panels and selling electrical power under a power purchase agreement.

1. Must provide information on agency, installation date, and type of system installed.

5. **Previous experience:**

Installing "Photovoltaic Systems" on flat roofs, parking lot shelters and sloped shingle roofs (Simulated Slate PV shingles).

(10 points)

Points will be awarded based on demonstrated successful experience with the installation of photovoltaic systems:.

1. Must provide information on location, client, installation date, and type of system installed.

6. **Implementation Approach** (10 points)

Points will be awarded based on providing a detailed description of the steps that would need to be taken by the successful bidder and HAGC after the award has been made. Develop an applicable time table and performance schedule for the completion of these steps.

7. **Certifications** (10 points)

Points will be awarded based on providing proof of NABCEP certification, North American Board of Certified Energy Practitioners. At least one person must meet this criteria within the candidates firm.

## Summary

1. The HAGC desires Photovoltaic Solar Systems at each property that maximizes all roof areas where possible without interfering with other building systems and maintenance; and parking lot areas if necessary to achieve the desired production.
2. The roof areas that are noted in this proposal are the ones preferred and must be a tier I product
3. The HAGC has estimated that a full roof replacement is necessary and this is to be absorbed by the provider including all soft costs.
4. Certify roof structural integrity on all roofs for minimum 20 years or length of agreement if longer.
5. The solar system to be installed must not be visible from grade on all flat roof buildings.
6. The provider shall assume all liability for the system over the life of the installation and provide ongoing tracking of consumption at each location.
7. A \$500,000.00 escrow account shall be set aside for repairs and warranty items.
8. All roof and or parking lot structure installations must be designed by an Architect and or Structural Engineer licensed and registered in the State of New Jersey.
9. The solar installer must be sanctioned by the state of New Jersey and all other required agencies.
10. A training program for minimum of 5 Section 3 qualified candidates must be part of the proposal and how it is to be accomplished spelled out in the proposal in detail.
11. The HAGC has set as a minimum 30% participation for *MBE/WBE* businesses.
12. All roofs must be warranted for full labor and material for the life of the Agreement.
13. There is to be an annual solar output that achieves a minimum **20%** reduction in consumption and utility cost based on present baseline conditions.
14. Upon selection of the successful respondent a Construction Contract will be drafted for the period of time covering the installation of the energy equipment and a PPA Contract covering the period of time from commissioning the equipment to the end of the contract term. As part of the agreement a Removal and Restoration Bond will be required.
15. HAGC reserves the right to make final selection of which properties are to receive solar systems should all 5 sites not have desirable design features or results.

**Contract Period:** The successful Respondent will sell the power produced by these systems to HAGC under a twenty (20) year power purchase agreement (PPA). At the conclusion of this twenty (20) year term. HAGC will consider purchasing the system(s) at fair market value, entering into another PPA term, having respondent remove the system(s), or some other similar end of term option proposed by the respondents.

**Hazardous Materials:** No known hazardous materials exist at each of the properties being explored for Solar. Certificates are available on each property.

**Permits and Inspections:** The provider shall obtain and pay for all necessary permits and inspections associated with this job.

**System Performance:** The PPA shall state the estimated system performance, in terms of MW of electricity generated annually throughout the term, and shall include provision for in-lieu payments or credits to HAGC should the system not perform as estimated within a reasonable variance. Failure of the system to perform beyond ten (10) years shall be a basis for cancellation of the PPA. Should system be cancelled all equipment and structures are to be removed from site by Respondent and all roofs or surfaces to be restored to original condition. At the conclusion of removal, all roofs to be inspected by roof manufacturer representative and recertified for the remainder of the warranty period.

**Approvals:** HAGC must approve any design and work plan prior to installation at each property.

**Aesthetic viability:** Respondents must be able to incorporate each solar installation in an aesthetically pleasing manner. The solar installation must not obstruct windows, walls and/ or other design features that are visible to the public (except for flat roofs). All equipment is to be installed in a manner not to interfere with any building system equipment, cell tower equipment or the access getting to the existing equipment for maintenance and repair.

**Regulations:** Respondents are expected to be thoroughly familiar with all applicable statutes, rules, and regulations, including those promulgated by the New Jersey Bureau of Public Utilities, PSEG or Atlantic Electric, the local electrical service providers or all other agencies or bodies having jurisdiction..

**Current Electricity Demands:** See attached spreadsheet for information on the properties to be evaluated.

**Interview:** If interviews are to be held with up to three top ranked power management companies to obtain clarification on issues raised by earlier stages of the evaluation process, and to assess the qualifications of the project team and its ability to implement all tasks and responsibilities in a prompt and efficient manner. Scores assigned to proposals, under any category, may be amended based on information obtained during the oral interviews. The proposed project team must be made available during the oral interview to discuss their individual experience, as well as their specific role in this project. HAGC will give as much notice as reasonably possible concerning the date and schedule for oral interviews.

**Proposals:** Must also include; the name of company, address, city/town, state, zip, telephone number and an email address.

Noted Dates:

Pre-Proposal Conference	August 27, 2015 at 10:00 AM
Deadline for Questions	September 3, 2015
Proposals Due	September 10, 2015 at 3:00 PM
Interviews (if Required)	September 15, 2015 (times to be determined)

Note: The above dates are subject to change at the sole discretion of HAGC  
Notice of such will be provided via addenda.

**Due Date:** Proposals will be received by the Housing Authority of Gloucester County, New Jersey (HAGC), 100 Pop Moylan Blvd. Deptford, NJ 08096, at the Main Office, until 3:00 PM on Thursday, September 10, 2015.

Respondents shall submit (1) signed original hard copy of their response and three copies clearly marked RFP **15-044** in an envelope to Sam Hudman, Executive Director

**Pricing:** Provide in the proposal the rate of electric per KWH to be passed on to the Housing Authority for purchase; any stepped rate adjustments; Lease Rate alternatives or other incentives to achieve a minimum of 20 percent reduction in utility cost for length of contract.  
Further, provide buyout cost at end of contract period or other options prior to end of term.

**Addenda to RFP:** If necessary, supplemental information in addenda form will be provided to all Respondents who requested a copy of the RFP. HAGC shall not be responsible for failure of any Respondent to receive such addenda. All addenda so issued will become part of the RFP. Addenda will be in writing and shall be emailed. Addenda may only be issued by the Modernization Coordinator of HAGC. Addenda withdrawing or postponing this RFP may be issued at any point prior to the submission deadline. Each respondent shall be responsible for ascertaining, prior to submitting a proposal, that it has received all issued addenda.

**Response Costs:** All costs incurred in preparation and submission of proposals and related documents will be borne by the respondent not by the HAGC.

**Joint Venture:** Respondents may submit proposals that are based upon a joint venture with one or more partners functioning as a team. When joint venture proposals are submitted, one team member must be designated as the primary respondent. The primary Respondent need not meet all RFP requirements individually. Instead, all such requirements shall be met by the team as a whole. The proposal must be submitted by the primary Respondent, however, and shall include written consent from all team members that clearly indicates their commitment to perform the tasks for which they have been identified responsible for in the proposal.

**Record Keeping:** Respondent will be responsible to perform required reporting for HUD, HAGC and other ownership entities as needed. Also to provide an outline of the monthly billing process to HAGC.

**HAGC Contract Administrator:** The designated HAGC Contract Administrator for this Contract is:

Samuel Hudman  
100 Pop Moylan Blvd.  
Deptford, New Jersey 08096  
856-845-4959

## **Insurance Procurement Language**

The Contractor shall maintain general and automobile liability and workmen's compensation insurance at all times during the period of this Agreement naming the Housing Authority of Gloucester County as an additional insured upon the execution of this Agreement. The additional insurance provided on behalf of the Housing Authority of the Gloucester County shall be on a primary and non-contributing basis, and shall be written on an Endorsement or a form which includes equivalent and no less restrictive language. The general and automobile liability insurance covering bodily injury and property damage shall be in the minimum amount of \$1,000,000.00. The General Liability coverage shall be written on an occurrence-based form. Workers' compensation insurance shall be in accordance with all statutory requirements. Contractor shall furnish the Housing Authority of Gloucester County with Certificates of Insurance and copies of any and all Endorsements to the policies procured hereunder reflecting the coverage's in place, including additional insurance coverage on behalf of the Authority. All insurance certificates and Policies obtained shall state that the carrier's right to subrogation is waived as to the Housing Authority. The failure of the Housing Authority of Gloucester County to demand or receive the requisite Certificate of Insurance shall not be construed as a waiver or estoppels of the Contractor's obligation to procure the insurance as required. The Housing Authority shall receive ten (10) days' prior written notice of non-renewal or change in any of the policy limits or terms of any insurance policy required by this Agreement. It shall be the Contractor's responsibility to increase and renew insurance coverage's if it becomes necessary to comply with the terms of this agreement and/or any applicable laws. The Agreement is contingent upon the Housing Authority's approval of the Contractor's insurance. No payment shall be required until a valid certificate of insurance and copies of the applicable Endorsements reflecting the coverage's required in accordance with this paragraph has been provided by the Contractor.

The Commercial General Liability policy procured by Contractor shall be endorsed to include the following additional insured language: "The Housing Authority of Gloucester County, its departments, agencies, boards, commissions, officers, officials, agents, servants, administrators and employees, shall be identified as additional insured's with respect to liability arising out of the activities performed by or on behalf of Contractor."

Contractor is to furnish the Housing Authority with a Certificate of Insurance prior to the commencement of the use contemplated by the Application. The Certificate of Insurance shall include the following as the Certificate Holders:

The Housing Authority of Gloucester County; Seniors Housing Development Corp.; Pop Moylan Urban Redevelopment Company, LLC; Colonial Park LP; eMurphy, Inc. and all their departments, agencies, boards, commissions, officers, officials, agents, servants, administrators and employees.

### **Indemnification Language**

In addition to the insurance provided hereunder, the Contractor agrees to save and hold harmless the HAGC, and its officers, officials, agents, servants, administrators, board members and employees, from and against any and all liability arising out of the Project, whether such liability is direct or vicarious. The Contractor further agrees to indemnify and any all indemnitees for their own negligence, regardless of whether such negligence is responsible wholly or in part for the damages suffered. This provision shall be construed as broadly in favor of indemnification as permitted by New Jersey law.

### **Liquidated Damages Clause**

If a tender of defense and/or indemnity is refused by the Contractor or its insurer, or if a defense is provided under any reservation of rights, Contractor will pay Liquidated damages to the Authority for the amount of the added expense incurred by the Authority in dealing with the claim or action for which tender was refused or rights reserved. This liquidated damages provision shall be in addition to the actual costs of defense, investigation, litigation, the Authority's litigation management expenses for in-house counsel, costs of trial and/or settlement of the claim which the Authority incurs. The provisions of this paragraph, the Indemnification paragraph and the Insurance Procurement paragraph shall survive the termination or expiration of this Contract and shall not be construed to provide for any indemnification which would, as a result thereof make the provisions void or reduce or eliminate any other indemnification or right which the Authority has by law.

### **Applicable Laws**

This contract shall be governed in all respects by the laws of the State of New Jersey.

Any protest against this specification must be in writing, filed with the Manager of Procurement and Contracts no less than three days prior to the due date of proposals. Any protest against the award of a contract must be received within five days of notice of selection of a competitive proposal, or protest will not be considered.



## **Rejection of Proposal**

A. Availability of Funds

Pursuant to statutory requirements, any contract resulting from this RFP shall be subject to the availability and appropriation of sufficient funds annually, if appropriate.

B. Multiple Bids Not Allowed

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

C. Unsatisfactory Past Performance

Proposals received from respondents who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for HAGC in an unacceptable manner, may be rejected.

D. Failure to Enter Contract

Should the Respondent, to whom the contract is awarded, fail to enter into a contract within ninety (90) days, Sundays and holidays excepted, HAGC may then, at its option, accept the proposal of the next highest ranked respondent.

Housing Authority of Gloucester County

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number

Dated

Acknowledge Receipt  
(initial)

**No addenda were received:**

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

(Signature of Authorized Representative)

(Print or Type)

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

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

Housing Authority of Gloucester County

**List of Subcontractors**

Company \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail \_\_\_\_\_

Company \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail \_\_\_\_\_

Company \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail \_\_\_\_\_

Company \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail \_\_\_\_\_

Housing Authority of Gloucester County

**Proposal Form for Power Purchase Agreement RFP 15-044**

Company \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Federal ID # \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_

E-mail \_\_\_\_\_

Corporate Seal (if applicable)

Submitted by: \_\_\_\_\_

Print

Title

\_\_\_\_\_

Sign

\_\_\_\_\_

Date

Notarized Seal

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

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

**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 on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

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

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

**Note.** If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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, 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 Part II instructions on page 3 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## 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

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

**Limited liability company (LLC).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the “Name” line. 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 the “Business name” line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

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

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

## 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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), 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 the chart on page 4 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 Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, 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 domestic 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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 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 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), 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.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

### Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

## 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)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

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

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

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**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.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.





HOUSING AUTHORITY OF GLOUCESTER COUNTY

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

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, 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 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

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

**NON-COLLUSION AFFIDAVIT**

**STATE OF NEW JERSEY**

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

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

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

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

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

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

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

HOUSING AUTHORITY OF GLOUCESTER COUNTY

**AFFIRMATIVE ACTION 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 NO.

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

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

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

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

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <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	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> :  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> 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: _____	
<b>Federal Use Only:</b>		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.



**STATEMENT OF BIDDER'S QUALIFICATION, page 2**

**PART II. FINANCIAL INFORMATION**

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.

**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?

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

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

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

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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

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13. Provide Trade references:

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



## STATEMENT OF QUALIFICATIONS

NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT INCLUDE THIS FORM WILL BE DISQUALIFIED.  
PLEASE INCLUDE ADDITIONAL SHEETS IF SPACE IS INADEQUATE.  
THE PROPOSAL SHALL BE VOID IF FALSE STATEMENTS ARE CONTAINED IN THIS EXHIBIT.

### **A. RESPONDENT'S CONTACT INFORMATION:**

Respondent must list the name, title, email address, mailing address, phone number and fax number of the individual who will be the contract person for the term of the Contract resulting from this RFP.

Name:	
Title:	
Mailing Address:	
Telephone:	
Fax:	
Email:	

### **B. RESPONDENT'S BUSINESS STRUCTURE'**

Business Entity:	
State of Incorporation:	
Mailing Address:	
Telephone:	
Fax:	
Website:	

**C. RESPONDENT'S REFERENCES:**

Respondent must provide a list of government agencies, corporations, or other entities for which Respondent has demonstrated successful experience with the evaluation, financing, design, installation, ownership, operation and maintenance of solar panels systems. See Evaluation Criteria for additional information. Respondent must include dates when requested services were provided, names, telephone numbers and e-mail addresses of government agency's or firm's contact person. If none, check None

Agency or Other Entity	
Description of Services Provided	
Date Services Provided	
Name on Contract	
Telephone number of Contact:	
E-mail address of Contact	
Contract Value	
Contracted Capacity (GC or Sub)	

Agency or Other Entity	
Description of Services Provided	
Date Services Provided	
Name on Contract	
Telephone number of Contact:	
E-mail address of Contact	
Contract Value	
Contracted Capacity (GC or Sub)	

Agency or Other Entity	
Description of Services Provided	
Date Services Provided	
Name on Contract	
Telephone number of Contact:	
E-mail address of Contact	
Contract Value	
Contracted Capacity (GC or Sub)	

Agency or Other Entity	
Description of Services Provided	
Date Services Provided	
Name on Contract	
Telephone number of Contact:	
E-mail address of Contact	
Contract Value	
Contracted Capacity (GC or Sub)	

**D. CANCELLATIONS OR TERMINATIONS:**

Respondent must list all contracts or purchase orders that Respondent executed or accepted within the last Five (5) years and which were canceled or terminated prior to completion by any government agency or other entity with which Respondent contracted. For each such contract or purchase order, Respondent must include a detailed explanation for the cancellation or termination and final resolution of the matter. Include the names and telephone numbers of each such government agency's or firm's contact person. If none, check None

Agency or Other Entity	
Description of Services Provided	
Date Services Provided	
Name on Contract	
Telephone number of Contact:	
E-mail address of Contact	
Contract Value	
Contracted Capacity (GC or Sub)	

Agency or Other Entity	
Description of Services Provided	
Date Services Provided	
Name on Contract	
Telephone number of Contact:	
E-mail address of Contact	
Contract Value	
Contracted Capacity (GC or Sub)	

Agency or Other Entity	
Description of Services Provided	
Date Services Provided	
Name on Contract	
Telephone number of Contact:	
E-mail address of Contact	
Contract Value	
Contracted Capacity (GC or Sub)	

Agency or Other Entity	
Description of Services Provided	
Date Services Provided	
Name on Contract	
Telephone number of Contact:	
E-mail address of Contact	
Contract Value	
Contracted Capacity (GC or Sub)	

### E. BANKRUPTCY INFORMATION

Respondent must list any filing to declare bankruptcy or filed for protection from creditors under Federal or State proceedings. Respondent must include a detailed explanation and final resolution of the matter.  If none, check None.

**Jurisdiction: Date: Case Number: Amount of liabilities: Amount of assets:**

### F. RESPONDENT'S LAWSUIT INFORMATION

Respondent must list all lawsuits the Respondent has been subject to within the last Five (5) years by agency or other entity with which the Respondent has been contracted. Include the names and telephone numbers of each such agency's or firm's contact person. Respondent must include a detailed explanation for the lawsuit. If none, check None.

Agency or Other Entity	
Description of Services Provided	
Date Services Provided	
Name on Contract	
Telephone number of Contact:	
E-mail address of Contact	
Contract Value	
Contracted Capacity (GC or Sub)	

Agency or Other Entity	
Description of Services Provided	
Date Services Provided	
Name on Contract	
Telephone number of Contact:	
E-mail address of Contact	
Contract Value	
Contracted Capacity (GC or Sub)	

Agency or Other Entity	
Description of Services Provided	
Date Services Provided	
Name on Contract	
Telephone number of Contact:	
E-mail address of Contact	
Contract Value	
Contracted Capacity (GC or Sub)	

**G. RESPONDENT'S PROFILE:**

Respondent must include the following profile that (attach additional sheets if necessary):

1	Describes the general nature of previous similar work performed by Respondent, particularly work in the last Five (5) years:
2	Describes the size and scope of all operations, including number of Respondent's employees and years in business:
3	Describes Respondent's prior contracting experience with government agencies and similar entities:
4	List any other information Respondent believes is pertinent to this RFP:

**H. RESPONDENT'S PERSONNEL:**

Respondent must provide in detail the qualifications, education, training, experience and certifications (including NABCEP certification) of all Respondent's key employees who will or may provide the items under the Contract resulting from this RFP. Respondent must provide this information for each such employee.

Staff Person's Name:	
Qualifications:	
Education:	
Training:	
Experience:	
Certifications and Licenses:	

Staff Person's Name:	
Qualifications:	
Education:	
Training:	
Experience:	
Certifications and Licenses:	

Staff Person's Name:	
Qualifications:	
Education:	
Training:	
Experience:	
Certifications and Licenses:	

Staff Person's Name:	
Qualifications:	
Education:	
Training:	
Experience:	
Certifications and Licenses:	

Staff Person's Name:	
Qualifications:	
Education:	
Training:	
Experience:	
Certifications and Licenses:	



**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

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### 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)

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

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

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

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

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

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

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

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

#### **7. Contract Award**

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

(b) The HA may

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

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

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

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

#### **8. Service of Protest**

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

#### **9. Offer Submission**

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

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

[Describe bid or proposal preparation instructions here:]

# Certifications and Representations of Offerors Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

## 1. Contingent Fee Representation and Agreement

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

- (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.

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

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

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

The bidder/offeror 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 small business concern. "Women-owned," as used in this provision, means a small 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 enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned 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)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror'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/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror'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/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

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

---

Signature & Date:

---

Typed or Printed Name:

---

Title:

---



Housing Authority of Gloucester County

**List of Subcontractors**

Company \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail \_\_\_\_\_

Company \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail \_\_\_\_\_

Company \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail \_\_\_\_\_

Company \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail \_\_\_\_\_

**Housing Authority of Gloucester County**

**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)
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**No addenda were received:**

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

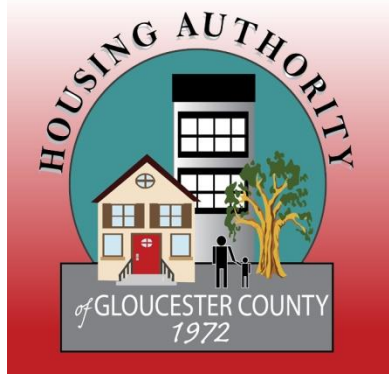
(Signature of Authorized Representative)

(Print or Type)

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

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

# Housing Authority of Gloucester County



## Request for Proposal

# **GENERAL INSTRUCTIONS**

**1. PLACE OF SERVICE.**

The awarded contractor shall perform services at the location(s) specified in the Technical Specifications.

**2. CONTRACT PERIOD.**

The Contract shall be in effect for a specified period set by the contracting unit. The awarded contractor shall perform said services during times of operations as specified in the Technical Specifications.

**3. GENERAL DUTIES TO BE PERFORMED.**

The awarded contractor shall perform the following:

- a) Comply with all the technical specifications as described herein;
- b) Comply with all statutory and other requirements as described hereunder;
- c) Comply with all laws and regulations governing the performance of this Contract.

**4. INSTRUCTIONS TO BIDDERS / PROPOSERS AND STATUTORY REQUIREMENTS.**

**I. SUBMISSION OF BIDS**

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as "owner," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the designated representative at the Bid Opening date and time at [100 Pop Moylan Boulevard, Deptford, New Jersey 08096](#) as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # being bid.
- D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.

F. All prices and amounts must be written in ink or preferably machine-printed on the "Proposal/Bid Cover Sheet" Form PO501. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form or Proposal/Bid Cover Sheet, any attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.

G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:

- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
- Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Bids by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

**II. BID SECURITY AND BONDING REQUIREMENTS**

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

- A. BID GUARANTEE

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

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

B. CONSENT OF SURETY

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

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

C. PERFORMANCE BOND

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

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

D. LABOR AND MATERIAL (PAYMENT) BOND

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

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

E. MAINTENANCE BOND

Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed 50% of the project costs guaranteeing against defective quality of work or materials for the period of:

1 year     2 years

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

**III. INTERPRETATION AND ADDENDA**

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three (3) business days, Saturdays, Sundays and Holidays excluded, prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days, Saturdays, Sundays and Holidays excluded, prior to the date fixed for the opening of the bid for goods and services.

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

clarification five (5) business days prior to the bid opening.

D. Discrepancies in Bids

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

IV. AMENDMENTS TO INVITATION FOR BID

- A. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- B. Amendments will be on file in the Contracting Unit's office at least 7 days before bid opening.
- C. When issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.
- D. 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

V. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.

D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.

E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

VI. INSURANCE AND INDEMNIFICATION

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

A. INSURANCE REQUIREMENTS

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

2. General Liability Insurance

General liability insurance shall be provided with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$25,000,000.00 aggregate for property damage, and shall be maintained in full force during the life of the contract.

3. Automotive Liability Insurance

Automotive liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$10,000,000.00 any one accident for bodily injury and \$15,000,000.00 each accident for property damage, shall be maintained in full force during the life of the contract.

4. Other Forms Of Insurance Required

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B. CERTIFICATES OF THE REQUIRED INSURANCE

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

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

#### C. INDEMNIFICATION

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

#### VII. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The owner is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

#### VIII. STATUTORY AND OTHER REQUIREMENTS

**The following are mandatory requirements of this bid and contract.**

#### A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

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

##### 1. Goods And Services (including professional services) Contracts

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

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

##### 2. Maintenance/Construction Contracts

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

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

#### B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included with this bid manual and agree that the provisions of Title II of the Act are made a part of the contract. The contractor

is obligated to comply with the Act and to hold the owner harmless.

### C. STOCKHOLDER DISCLOSURE

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

### D. PROOF OF BUSINESS REGISTRATION

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

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

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract

with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

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

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

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

### F. PREVAILING WAGE ACT

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

### G. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which



is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

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

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

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

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

**H. NON-COLLUSION AFFIDAVIT**

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

**IX. RESPONSIBILITY OF PROSPECTIVE CONTRACTOR**

- A. The contract will only be awarded 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 Contracting Unit 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

- B. Before a bid is considered for award, the bidder will be requested to submit a statement and other documentation regarding these items in paragraph A above. Failure by the bidder to provide the requested information shall render the bidder nonresponsible and ineligible for award.

**X. METHOD OF CONTRACT AWARD**

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see **Section 7**, Termination of Contract, Sub-section E, for additional information.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The owner may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.
- F. Contracts arising from the bids shall be awarded by the Contracting Unit's Board or Managing Agent. Awards shall be reviewed by and subject to the opinion of the Contracting Unit's counsel and are further subject to Bidder's submission of proper evidence of insurance, bonding, and other requirements.

**XI. CAUSES FOR REJECTING BIDS**

Bids may be rejected for any of the following reasons:

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

- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

**XII. MISTAKES IN BIDS**

- A. Correction or withdrawal of inadvertently erroneous bids may be permitted, where appropriate, before bid opening by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only if the bidder can show by clear and convincing evidence that a mistake of a non-judgemental character was made, the nature of the mistake, and the bid price actually intended. A low bidder alleging a nonjudgemental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document or the intended bid is unclear, or the bidder submits convincing evidence that a mistake was made.
- B. All decisions to allow correction or withdrawal of bid mistakes shall be supported by a written determination signed by the Contracting Officer. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Contracting Unit or fair competition shall be permitted.

**XIII. WAIVERS**

- A. No Waivers In General. The Contracting Unit's failure to enforce any term, condition, requirement or provision of any contract shall not be deemed to have created a waiver.
- B. Waiver of Minor Insubstantial Bid Irregularities. The Contracting Unit reserves the right to waive or permit a bidder to cure nonsubstantial or inconsequential bidding irregularities such as matters of form rather than substance or matters which do not prejudice other bidders.

**XIV. PRE-BID CONFERENCE**

If stated in the Notice to Bidders:

- A Pre-Bid Conference is not required for this bid.
- A Pre-bid conference for this proposal will be held on see PROJECT SUMMARY.

Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

**5. CANCELLATION OF SOLICITATIONS**

- A. An invitation for bids, request for proposals, or other solicitation may be cancelled before offers are due if: the Contracting Unit no longer requires the supplies, services or construction; the Contracting Unit can no longer reasonably expect to fund the procurement; proposed amendments to the solicitation would be of such magnitude that a new solicitation would be desirable; or similar reasons.
- B. A solicitation may be cancelled and all bids or proposals that have been already been received may be rejected if: the supplies, services or construction are no longer required; ambiguous or otherwise inadequate specifications were part of the solicitation; the solicitation did not provide for consideration of all factors of significance to the Contracting Unit; prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds; there is reason to believe that bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or for good cause of a similar nature when it is in the best interest of the Contracting Unit.

**6. PAYMENT**

- A. No payment will be made unless duly authorized by the Contracting Unit's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the Contracting Unit's policy and procedures.
- C. The awarded contractor shall submit all claims for payment on the Contracting Unit's **Payment Voucher**. Construction Contracts must attach form **HUD-51001**, Periodic Estimate for Partial Payment along with any and all supportive forms and documents. Invoices are paid after services or goods are provided, at the next scheduled board meeting. Failure to provide the proper documentation in accordance with this section shall not render the payment late or be the cause for any late fees, interest charges or legal action.

**Invoices that are not accompanied by a signed Payment Voucher will delay payment.**

**7. TERMINATION OF CONTRACT**

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for

balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.

- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.
- F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

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

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

**8. LIQUIDATED DAMAGES**

If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay the Contracting Unit as liquidated damages, the sum of **\$200** for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed.

**9. BID PROTESTS**

Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within three (3) calendar days after opening of the sealed bids or within three (3) days of notice of selection of a competitive proposal, or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

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**WE HEREBY ACKNOWLEDGE** that we have read and understand the job specifications herein enumerated to, and, if awarded the contract, agree to perform such services accordingly.

**IN WITNESS WHEREOF**, we have caused this instrument to be signed and dated.

**CONTRACTOR NAME:**

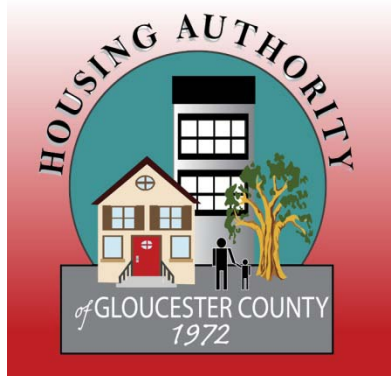
**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_  
SECRETARY/NOTARY

\_\_\_\_\_  
CONTRACTOR REPRESENTATIVE

\_\_\_\_\_  
DATE



# EXHIBITS

# General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 1/31/2017)

**Applicability. This form is applicable to any construction/development contract greater than \$100,000.**

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 24 CFR 85.36, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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## 1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
  - (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
  - (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
  - (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
  - (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
  - (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
  - (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
  - (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
  - (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
  - (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
  - (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
  - (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
  - (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
  - (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
  - (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
  - (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
  - (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

## 3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

## 2. Contractor's Responsibility for Work

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
  - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
  - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
  - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

#### 4. Other Contracts

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

### Construction Requirements

#### 5. Pre-construction Conference and Notice to Proceed

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

#### 6. Construction Progress Schedule

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

#### 7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is



reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

### 8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

### 9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where ~~as shown~~, "~~as indicated~~", "~~as detailed~~", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

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required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

#### 10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

#### 11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
  - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

#### 12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

### 13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
  - (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
  - (2) Protect the lives, health, and safety of other persons;
  - (3) Prevent damage to property, materials, supplies, and equipment; and,
  - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
  - (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
  - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

### 14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

### 15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

### 16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

#### 17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

#### 18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

#### 19. Energy Efficiency

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

#### 20. Inspection and Acceptance of Construction

- (a) Definitions. As used in this clause -
  - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
  - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
  - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

## 21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

## 22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

## 23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of \_\_\_\_\_ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
  - (1) The Contractor's failure to conform to contract requirements; or
  - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
  - (1) Obtain all warranties that would be given in normal commercial practice;
  - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
  - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

## 28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

## 29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
  - (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
  - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

### 30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

### 31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

### 32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
  - (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

### 33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ \_\_\_\_\_ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

### 34. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

### 35. Assignment of Contract

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

### 36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
  - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_ [Contracting Officer insert amount]



per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a fire policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_ [Contracting Officer insert amount] per occurrence.
- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

### 37. Subcontracts

- (a) Definitions. As used in this contract -
- (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

### 38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

### 39. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, 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 race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.
- 40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.**
- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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#### 41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

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

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

#### 43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) 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 in connection with a Federal contract, grant, loan, or cooperative agreement.

#### 44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

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

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (a) Minimum Wages.
  - (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall

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be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
  - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor'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).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
    - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
    - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
    - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
  - (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

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#### 47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
  - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

#### 48. Procurement of Recovered Materials.

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

# General Conditions for Non-Construction Contracts

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

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

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

#### 3. Termination for Convenience and Default

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

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

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



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

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

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

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

#### 6. Energy Efficiency

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

#### 7. Disputes

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

#### 8. Contract Termination; Debarment

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

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

#### 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

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## 16. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, 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 race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

### Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

#### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.(ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

#### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

#### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

#### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**5. Disputes concerning labor standards**

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
  - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

**6. Contract Work Hours and Safety Standards Act**

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

## **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

## **8. Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.



HOUSING AUTHORITY of GLOUCESTER COUNTY  
100 Pop Moylan Boulevard, Deptford, New Jersey 08096  
Phone: 856/845-4959

**CONTRACT FOR SERVICES**

**GENERAL TERMS AND CONDITIONS**

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

Notwithstanding the above, the Contractor shall not be relieved of liability to the Public Body for damage sustained by the Public Body by virtue of any breach of the Contract by the Contractor, and the Public Body may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Public Body from the Contractor is determined.

2. Termination for Convenience of Public Body. The Public Body may terminate this Contract any time by a notice in writing from the Public Body to the Contractor. If the Contract is terminated by the Public Body as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Provided, however, that if less than 60% of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Section 1 hereof relative to termination shall apply.
3. Changes. The Public Body may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Public Body and the Contractor, shall be incorporated in written amendments to this Contract.
4. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.
5. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Public Body: Provided, however, that claims for money due or to become due the Contractor from the Public Body under this Contract may be assigned to a bank, Trust Company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Public Body.
6. Audits. The Public Body, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.
7. "Section 3" Compliance in the Provision of Training, Employment & Business Opportunities. This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of

1968 (12 U.S.C. 1701) as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued there under prior to the execution of this Agreement. The Section 3 clause, set forth in 24CFR, 135.20(b) provides every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing & Urban Development and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by, persons residing in the area of the project.
  - B. The parties to the contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
  - C. The Contractor will send to each labor organization or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  - D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
  - E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR, 135."
  - F. The Contractor agrees to abide by the Section 3 clause set forth above and will also cause this Section 3 clause to be inserted in any subcontracts entered into with third parties for work covered by this agreement.
8. Equal Employment Opportunity for Activities and Contract not subject to Executive Order 11246, as amended. In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to: 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 shall post in conspicuous places, available to employees and applicants, employment notices to be provided by the Government setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor shall incorporate the foregoing requirements of this paragraph in all subcontracts for program work.

9. Compliance with Air and Water Acts. This Agreement is subject to the requirements of the Clean Air Act, amended, 42 U.S.C. 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

The contractor and any of its subcontractors for work funded under this Agreement in excess of \$100,000 agree to the following requirements:

- A. A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
  - B. Agreement by the contractor to comply with all requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines thereunder.
  - C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
  - D. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113 (c) (1) of the Clean Air Act of Section 309(c) of the Federal Water Pollution Control Act.
10. Interest of Certain Federal Officials. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
11. Interest of Members, Officers, or Employees of Public Body, Member of Local Government Body, or Other Public Officials. No member, officer, or employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.
12. Prohibition Against Payments of Bonus or Commission. The Assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto, provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.
13. Architectural Barriers Act of 1968. The contractor is hereby made aware that any building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds made available under the Community Development Block Grant Program, shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped", Number A-117.1-R. 1971, subject to the exceptions contained in 41 CFR Subpart 101-19.604 issued pursuant to the Architectural Barriers Act of 1968, 42 U.S.C. 4151.
14. National Flood Insurance Program. The contractor is hereby made aware that projects assisted through the Community Development Block Grant Program shall comply with the Federal Disaster Protection Act of 1973. Under the Act, no Federal Agency or Office shall approve any financial assistance for acquisition or construction purposes as defined under Section 3(a) of the said Act, on and after July 1, 1975, (or one year after a community has been formally notified of its identification

as a community contained in an area of special flood hazard, whichever is later) for use in any area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards unless the community in which such an area is situated is then participating in the National Flood Insurance Program.

15. Retention of Records. Financial records, supporting documents, statistical records, the environmental review records required by 24 CFR 58.11 and all other records pertinent to the grant program shall be retained by the recipient for a period of three years from the date of the submission of the annual performance report.
16. Reasonable Compensation to Employees. No person employed by the Contractor for personal services under this contract shall receive more than a reasonable rate of compensation, which in any event on a daily basis shall not exceed the maximum daily rate of compensation for a GS-18 as established by federal law. If an audit or monitoring review indicates that the rates of compensation paid to any person working under this contract were not reasonable or exceeded the maximum daily rate for a GS-18, the Public Body shall be entitled to recapture the unreasonable portion of the daily rate or such amount which exceeds the GS-18 daily rate.
17. Property of the Housing Authority of Gloucester County. All materials developed, prepared, completed or acquired by the Contractor during the performance of the services specified by the Agreement, including all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the Housing Authority of Gloucester County, except as may be otherwise stipulated in a written statement by the Housing Authority of Gloucester County.
18. Compensation and Method of Payment. Cost to be incurred by the Contractor for the performance of services under this agreement shall be on a cost-reimbursable basis with a fixed fee. Payments shall be made by the Housing Authority of Gloucester County.
19. Interest of the Contractor. The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.
20. Confidentiality. The Contractor agrees not to divulge or release during the Agreement period any information, reports, or recommendations developed or obtained in connection with performance of this Agreement, except to authorized Housing Authority of Gloucester County personnel or upon prior approval of the Housing Authority of Gloucester County. In the event that the Housing Authority of Gloucester County withholds approval for more than 60 days after a request has been made by the Contractor to publish information for scholarly purposes, the Contractor may proceed with such publication. No restrictions on publication for scholarly purposes shall apply after the expiration of the Agreement period.

**These Terms and Conditions** are hereby acknowledged and accepted.

by: \_\_\_\_\_ date: \_\_\_\_\_  
CONTRACTOR SIGNATURE

**EXHIBIT C**

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)**

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 or sex. Except with respect to affectional or sexual orientation, 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 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 for the 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 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 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 or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

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

## AFFIRMATIVE ACTION REQUIREMENTS – CONSTRUCTION CONTRACTS

The laws of New Jersey (N.J.S.A. 10:5-31 et seq.) provide that no public works contractor can be awarded nor any moneys paid until the prospective contractor has agreed to contract performance which complies with the approved Affirmative Action Plan. The law applies to each political subdivision and agency of the State and includes procurement and service contracts as well as construction contracts. This section was prepared to explain the affirmative action requirements and procedures for public agencies awarding contracts and for contractors bidding on contracts.

To assure effective application of the affirmative action law while allowing the business operations of government to proceed efficiently, these regulations (see N.J.A.C. 17:27) are designed to minimize administrative paperwork and delays.

### Mandatory Language

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

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, or affectional or sexual orientation. 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, sex, or affectional or sexual orientation. 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.
- b. The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex or affectional or sexual orientation.
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance 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.
- d. The contractor or subcontractor, where applicable, agrees to comply with any and all regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.
- e. When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Affirmative Action Office may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions (1), (2) and (3), as long as the Affirmative Action Office is satisfied that the contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3 promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (1) 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 working 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 the contract and in accordance with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five working days prior to the commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority and female workers consistent with the applicable employment goal. 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 female workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared directly to hire minority and female workers consistent with the applicable employment goal by complying with the following hiring procedures prescribed under (2) below; and the contractor or subcontractor further agrees immediately to take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.
- (2) If the hiring of a work force consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of 1. above, or if the contractor or subcontractor 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 consistent with the applicable county employment goals:
  - (a) To notify the Public Agency Compliance Officer, Affirmative Action Office and at least one approved minority referral organization of its manpower needs, and request referral of minority and female workers;
  - (b) To notify any minority and female workers who have been listed with it as awaiting available vacancies;
  - (c) Prior to commencement of work, to request the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings.
  - (d) To leave standing requests for additional referral of minority and female workers with the local construction trade union, if 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, until such time as the work force is consistent with the employment goal.
  - (e) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the contractor on any other construction site in the area on which its work force composition is not consistent with an employment goal established pursuant to N.J.A.C. 17:27.
  - (f) To adhere to the following procedure when minority and female workers apply or are referred to the contractor or subcontractor:
    - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the contractor or subcontractor shall determine the qualifications of

such individuals, and if the contractor's or subcontractor's work force in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker's skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further that, if necessary, the contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these regulations. All of the requirements of this paragraph, however, are limited by the provisions of paragraph 3. below.

(ii) If the contractor's or subcontractor's work force is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's work force is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Public Agency Compliance Officer and to the Affirmative Action Office.

(g) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract and on forms made available by the Affirmative Action Office and shall be submitted promptly to that office upon request.

(3) The contractor or subcontractor agrees that nothing contained in the preceding provision (2) shall preclude the contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable bargaining agreement or 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; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to said provisions (2) without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ minority and female advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total work force 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 the preceding provision (2), it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.

(4) The contractor agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three working days after



signing a construction contract; and to submit a completed copy of a Monthly Project Manning Report to the Affirmative Action Office and to the public agency compliance officer once a month (by the seventh work day of each month) thereafter for the duration of this contract. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction project.

- (5) The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to NJAC 17:27-10.1 et seq.

Provisions (e) and (f) are not required for subcontractors with four or fewer employees in the company or a contractor which has presented evidence of a federally approved or sanctioned affirmative action program.

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

The Contractor and the Agency, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 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.

## TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i)** and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

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

**Right in Data and Patent Rights (Ownership and Proprietary Interest).** The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

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

### **Procurement of Recovered Materials**

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

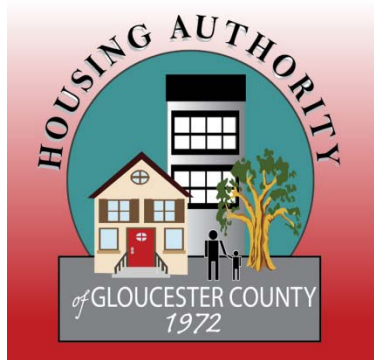
(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract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

### **Termination for Cause and for Convenience (contracts of \$10,000 or more).**

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.



## CONTRACT CLOSE-OUT DOCUMENTS

The following documents are required prior to final payment



**CERTIFICATE OF COMPLETION**  
**(CONSOLIDATED)**

THIS IS TO CERTIFY that, to the best of the undersigned's knowledge, all work and materials have been carefully inspected by duly authorized representatives or agents of the Housing Authority of Gloucester County, hereinafter called the Public Housing Agency (PHA), and that \_\_\_\_\_, hereinafter called the Contractor, has furnished all labor, materials, and services required for

Work Title: \_\_\_\_\_ located at  
Work Site: \_\_\_\_\_

in accordance with the requirements of the Specifications and Drawings and Contract No. \_\_\_\_\_, dated \_\_\_\_\_, between the Public Housing Agency and the Contractor.

THIS IS TO CERTIFY:

1. That all work covered by this contract, required to be completed on \_\_\_\_\_, was actually completed on \_\_\_\_\_;
2. That all changes permitted or required to be made, except minor modifications and field adjustments, have been authorized by written and duly approved Change Orders, and all stop orders have been confirmed and listed in writing;
3. That all Proceed Orders have been supported by approved Change Orders equitably adjusting the contract price and/or time, where adjustment is indicated;
4. That Change Orders Nos. \_\_\_\_\_ constitute the only amendments to the contract price and/or time, and that ALL Change Orders issued in connection with this contract have been furnished or performed;
5. That the Public Housing Agency has obtained from the Contractor the attached Certificate and Release releasing the Public Housing Agency in full from all further claims under this contract;
6. That all laborers and mechanics have been paid not less than the minimum wage rates as established in said contract, and that there have been no claims made for infringement of any patent;
7. That no claims of any nature by any laborer, mechanic, subcontractor, material man, or vendor are outstanding against the Public Housing Agency; and
8. That:

Date for Completion fixed in contract.....	
Date for Completion as extended.....	
Actual Completion date of contract work.....	
Original Contract Price.....	
Authorized Additions.....	
Subtotal.....	
Authorized deductions excluding liquidated damages.....	
<b>ADJUSTED CONTRACT PRICE.....</b>	
LESS:	
Total Payments to Contractor.....	
Total Amount of Liquidated Damages assessed.....	
<b>BALANCE.....</b>	

and

9. That voucher for final payment in the amount of

\_\_\_\_\_ (\$ \_\_\_\_\_) is due and payable.

CERTIFIED:

\_\_\_\_\_  
CONTRACTOR  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

CERTIFIED:

\_\_\_\_\_  
PHA  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

CONCURED IN:

\_\_\_\_\_  
ARCHITECT  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**CONTRACTOR'S CERTIFICATE AND RELEASE**

FROM: \_\_\_\_\_  
TO: \_\_\_\_\_  
REFERENCE: Contract No. \_\_\_\_\_ Entered into the \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_  
Between the Housing Authority of Gloucester County, hereinafter called the PHA  
And (contractor)  
Of (city) \_\_\_\_\_, (state) \_\_\_\_\_, hereinafter called the Contractor  
For the:  
Project No. \_\_\_\_\_  
Located in \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

1. The undersigned hereby certifies that there is due and payable under the contract and duly approved Change Orders and modifications the undisputed balance of \$ \_\_\_\_\_.
2. The undersigned further certifies that in addition to the amount set forth in paragraph 1 hereof, there are outstanding and unsettled the following items which he claims are just and due and owing by the PHA to the Contractor:
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
3. The undersigned further certifies that all work required under this contract including work required under Change Orders numbered \_\_\_\_\_ has been performed in accordance with the terms thereof, and that there are no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract, and all Subcontractors were in conformity with the contract provisions relating to said wage rates.
4. Except for the amounts stated in paragraphs 1 and 2 hereof, the undersigned has received from the PHA all sums of money payable to the undersigned under or pursuant to the aforementioned contract or any change or modification thereof.
5. That in consideration of the payment of the amount stated in paragraph 1 hereof, the undersigned does hereby release the PHA from any and all claims arising under or by virtue of this contract except the amounts listed in paragraph 2 hereof; provided, however, that if for any reason the PHA does not pay in full the amount stated in paragraph 1 hereof, said deduction shall not affect the validity of this release, but that amount so deducted shall be automatically included under paragraph 2 as an amount which the Contractor has not released but will release upon payment thereof. The Contractor further certifies that upon payment of the amounts listed in paragraph 2 thereof, he will release the PHA from any and all claims of any nature whatsoever arising out of said contract or modification thereof, and will execute such further releases and assurances as the PHA may request.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
(Signature and title of officer)

\_\_\_\_\_, being first duly sworn on oath, deposes and says, first, that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, second, that he/she has read the foregoing Certificate and Release by him/her subscribed as \_\_\_\_\_ of the \_\_\_\_\_.

Affiant further states that the matters and things stated therein are, to the best of his/her knowledge and belief, true.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires \_\_\_\_\_.

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**CONTRACTOR'S  
AFFIDAVIT OF  
PAYMENT OF  
DEBTS AND CLAIMS**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
HUD   
OTHER

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TO (Owner): \_\_\_\_\_ PROJECT NO: \_\_\_\_\_  
\_\_\_\_\_ CONTRACT NO: \_\_\_\_\_  
\_\_\_\_\_ CONTRACT DATE: \_\_\_\_\_  
PROJECT: \_\_\_\_\_  
\_\_\_\_\_

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State of:  
County of:

The undersigned hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

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SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment, whenever Surety is involved, Consent of Surety is required. Use CONSENT OF SURETY form for this purpose. Indicate attachment: (yes ) (no ).

The following supporting documents should be Attached hereto if required by the owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens, from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens.

CONTRACTOR: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Name & Title: \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public:

My Commission Expires:



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**CONTRACTOR'S  
AFFIDAVIT OF  
RELEASE OF LIENS**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
HUD   
OTHER

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TO (Owner): \_\_\_\_\_ PROJECT NO: \_\_\_\_\_  
                  \_\_\_\_\_ CONTRACT NO: \_\_\_\_\_  
PROJECT: \_\_\_\_\_ CONTRACT DATE: \_\_\_\_\_  
                  \_\_\_\_\_

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State of:  
County of:

The undersigned hereby certifies that, to the best of his/her knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of material and equipment, and all performers of work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

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SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens, from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: \_\_\_\_\_

Address: \_\_\_\_\_  
                  \_\_\_\_\_

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

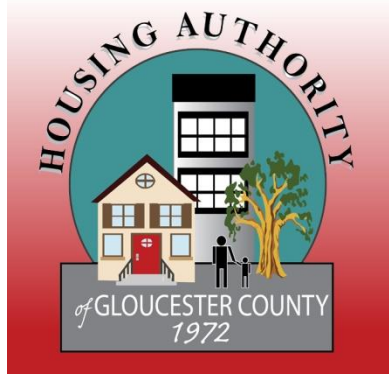
Name & Title: \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public:

My Commission Expires:

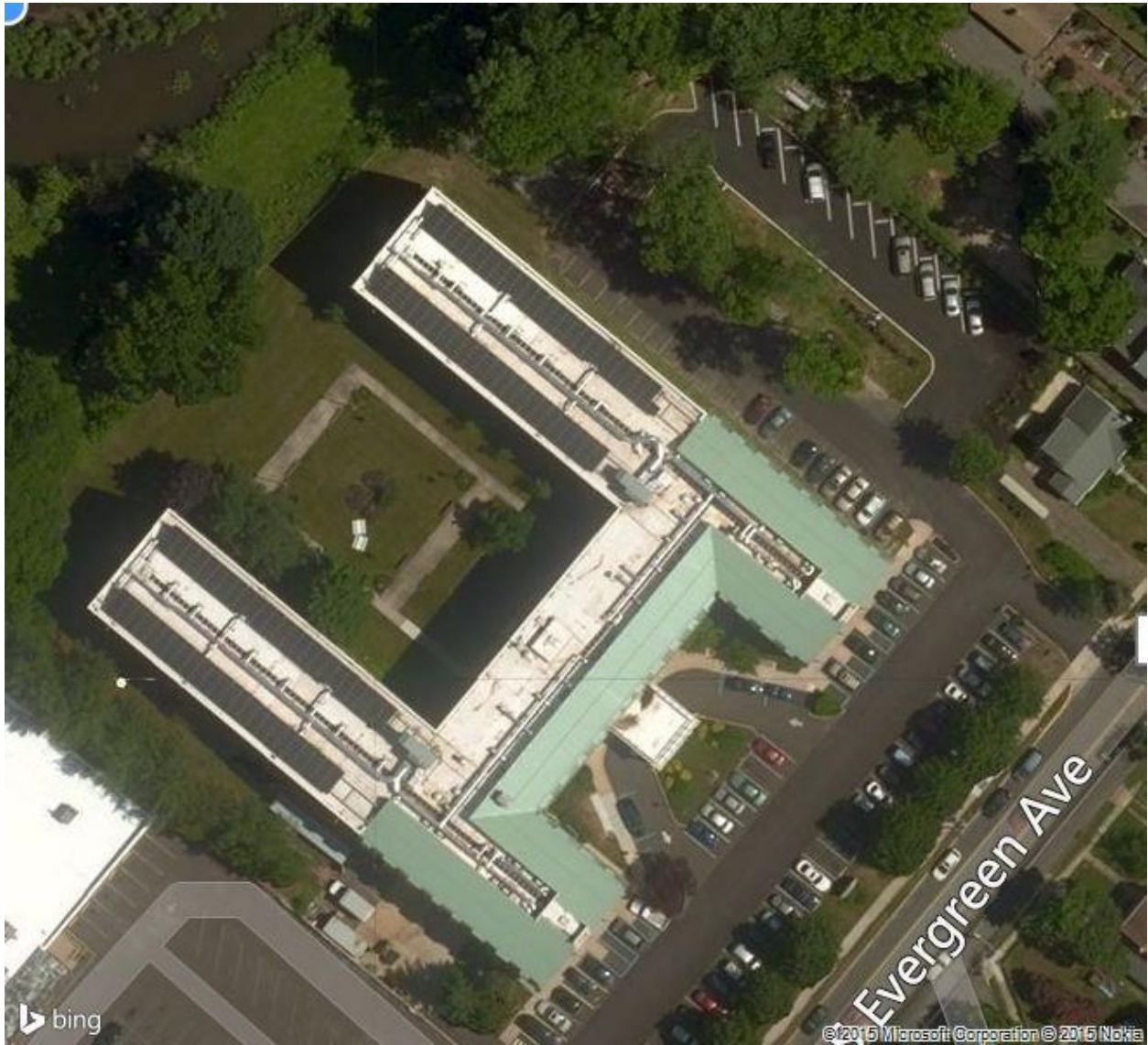
# Housing Authority of Gloucester County



## Request for Proposal

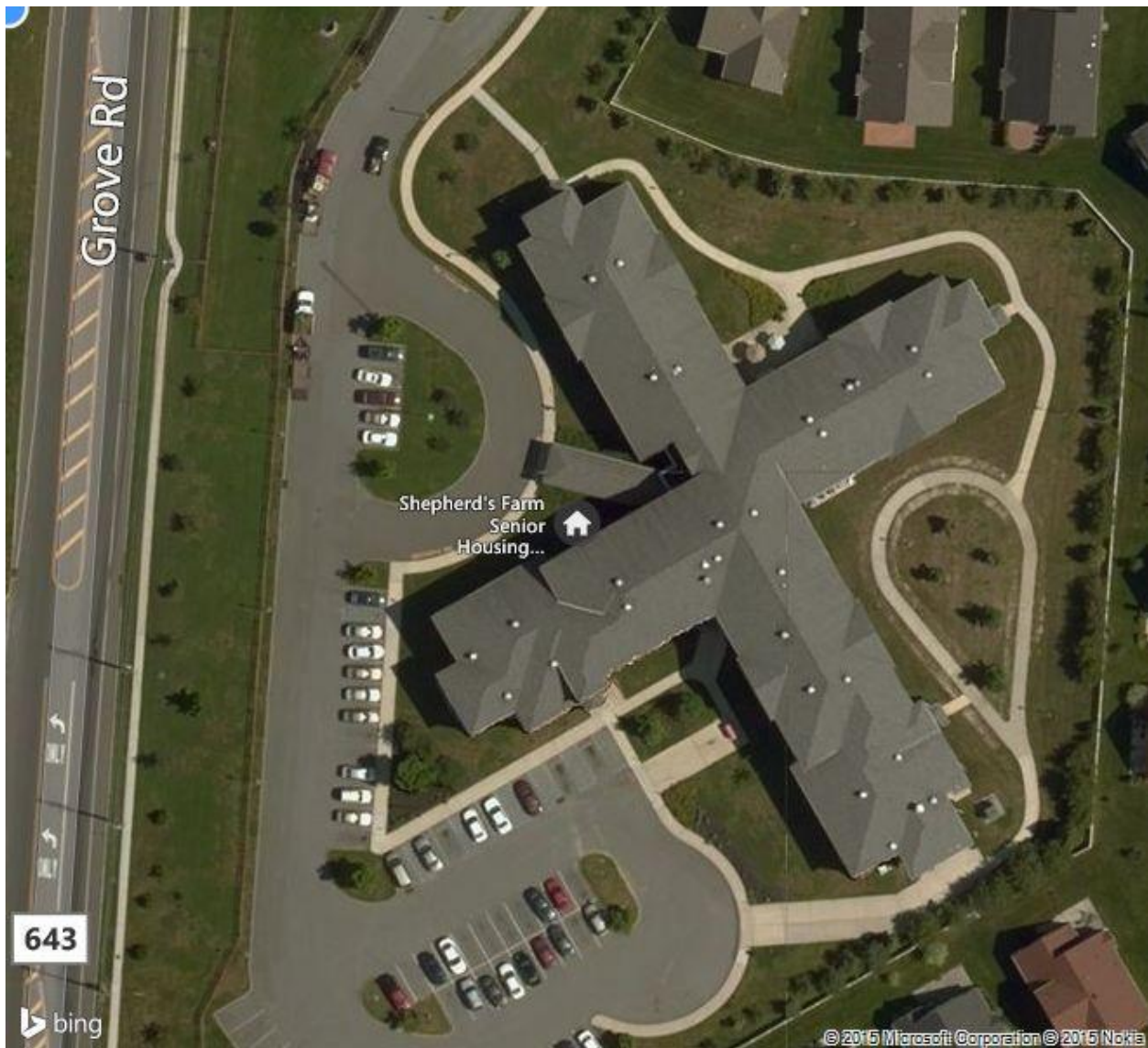
# **ATTACHMENTS**





**COLONIAL PARK APARTMENTS**

401 South Evergreen Avenue  
Woodbury, New Jersey 08096  
200 Unit Complex for Elderly and Disabled  
(856) 845-3597



**SHEPHERD'S FARM**

981 Grove Road

West Deptford, NJ 08086

75 Unit Complex for 62 and Older

(856) 848-4913

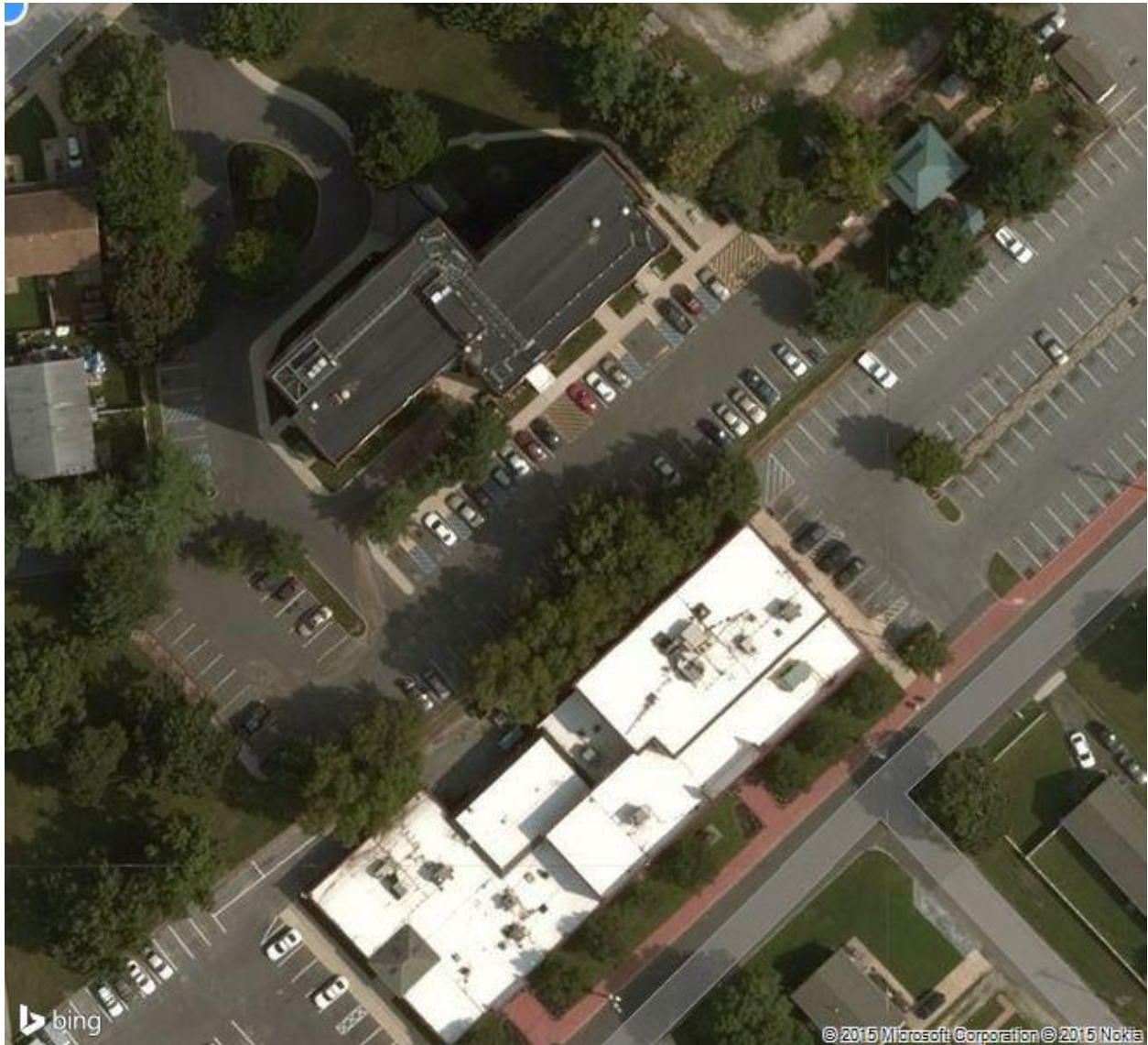


### **NANCY J. ELKIS SENIORS HOUSING**

100 Pop Moylan Boulevard  
Deptford, New Jersey 08096  
80 Unit Complex for 55 and older  
856-848-7720

### **DEPTFORD PARK APARTMENTS**

120 Pop Moylan Blvd  
Deptford, NJ 08096  
100 Unit Complex for Elderly and Disabled  
Public Housing Program  
(856) 848-2882



**CARINO PARK APARTMENTS**

100 Chestnut Avenue  
Williamstown, New Jersey  
100 Unit Complex for Elderly and Disabled  
(856) 728-4156

## HOUSING AUTHORITY OF GLOUCESTER COUNTY

### MASTER UTILITY REPORT

**YEAR:** 2014 January to June

MEMOS [ COMMENTS, UNIT NUMBERS & SPECIAL NOTATIONS, VENDOR	TRANSACTION DATE [ MM/DD/YYYY ]	SERVICE PERIOD		METER READING [ IF ANY ]	CONSUMPTION:				COST:					TOTAL PAYMENT	
		FROM [ MM/DD/YYYY ]	TO [ MM/DD/YYYY ]		WATER [ GALLONS ]	ELECTRIC [ KWH ]	GAS [ THERM/CCF ]	FUEL/OIL [ GALLONS ]	WATER	SEWER	ELECTRIC	GAS	FUEL/OIL		
<b>CARINO PARK APARTMENTS:</b>															
S.J. GAS PRORATE	01/22/2014	01/01/2014	01/13/2014				1,836.60						2,156.52	2,156.52	
ATL.CTY.ELE PRORATE	01/22/2014	01/01/2014	01/14/2014			9,132.50					1,275.34			1,275.34	
MONROE	01/15/2014	01/01/2014	01/31/2014	252.00	252,000.00				1,650.00	3,637.00				5,287.00	
MONROE	02/11/2014	02/01/2014	02/28/2014	192.00	192,000.00				1,848.45	3,637.00				5,485.45	
ATL.CTY.ELEC	02/19/2014	01/14/2014	02/11/2014	258.00		20,640.00					2,825.28			2,825.28	
S.J. GAS	02/19/2014	01/13/2014	02/11/2014	4,836.00			5,106.82						6,736.76	6,736.76	
MONROE	03/12/2014	03/01/2014	03/31/2014	178.00	178,000.00				1,650.00	3,637.00				5,287.00	
ATL.CTY.ELEC	03/26/2014	02/11/2014	03/13/2014	257.00		20,560.00					2,866.53			2,866.53	
S.J. GAS	03/26/2014	02/11/2014	03/12/2014	4,785.00			5,024.25						7,055.25	7,055.25	
MONROE	04/09/2014	04/01/2014	04/30/2014	148.00	148,000.00				1,650.00	3,637.00				5,287.00	
ATL.CTY.ELEC	04/23/2014	03/13/2014	04/11/2014	263.00		21,040.00					2,892.76			2,892.76	
S.J. GAS	04/23/2014	03/12/2014	04/11/2014	2,877.00			3,015.10						3,772.07	3,772.07	
MONROE	05/07/2014	05/01/2014	05/31/2014	181.00	181,000.00				1,790.00	3,637.00				5,427.00	
WEAVER OIL	05/14/2014			200.00									758.00	758.00	
S.J. GAS	05/21/2014	04/11/2014	05/12/2014	1,678.00			1,748.48						2,171.43	2,171.43	
ATL.CTY.ELEC	05/28/2014	04/11/2014	05/13/2014	264.00		21,120.00					2,974.53			2,974.53	
ATL.CTY.ELEC	06/18/2014	05/13/2014	06/12/2014	276.00		22,080.00					3,107.60			3,107.60	
MONROE	06/11/2014	06/01/2014	06/30/2014	122.00	122,000.00				1,650.00	3,637.00				5,287.00	
S.J. GAS	06/25/2014	05/12/2014	06/12/2014	1,079.00			1,122.16						1,407.35	1,407.35	
ATL.CTY.ELE PRORATE	07/30/2014	06/12/2014	06/30/2014			19,741.94					2,819.54			2,819.54	
S.J. GAS PRORATE	07/23/2014	06/12/2014	06/30/2014				475.71						588.17	588.17	
<b>VACANCIES</b>															
APT. 409	04/02/2014	03/03/2014	03/13/2014	16.00			16.00				18.44			18.44	
APT. 409	04/02/2014	03/13/2014	03/19/2014	1.00			1.00				0.74			0.74	
APT. 506	04/02/2014	02/07/2014	03/13/2014	54.00			54.00				26.63			26.63	
APT. 506	04/02/2014	03/13/2014	03/18/2014	9.00			9.00				1.87			1.87	
APT. 212	05/28/2014	05/05/2014	05/13/2014	8.00			8.00				17.01			17.01	
APT. 809	05/28/2014	04/29/2014	05/13/2014	12.00			12.00				18.25			18.25	
APT. 212	06/18/2014	05/13/2014	06/12/2014	32.00			32.00				8.07			8.07	
APT. 809	07/02/2014	05/13/2014	06/29/2014	11.00			11.00				9.72			9.72	
<b>TOTAL: CARINO PARK APARTMENTS:</b>						1,073,000.00	134,457.44	18,329.12	200.00	10,238.45	21,822.00	18,862.31	23,887.55	758.00	75,568.31



## HOUSING AUTHORITY OF GLOUCESTER COUNTY

### MASTER UTILITY REPORT

YEAR: 2014 July to December

MEMOS [ COMMENTS, UNIT NUMBERS & SPECIAL NOTATIONS, VENDOR	TRANSACTION DATE [ MM/DD/YYYY ]	SERVICE PERIOD		METER READING [ IF ANY ]	CONSUMPTION:				COST:					TOTAL PAYMENT	
		FROM [ MM/DD/YYYY ]	TO [ MM/DD/YYYY ]		WATER [ GALLONS ]	ELECTRIC [ KWH ]	GAS [ THERM/CCF ]	FUEL/OIL [ GALLONS ]	WATER	SEWER	ELECTRIC	GAS	FUEL/OIL		
<b>CARINO PARK APARTMENTS:</b>															
ATL. CTY ELE PRORATE	07/30/2014	07/01/2014	07/14/2014			14,258.06					2,036.34			2,036.34	
S.J. GAS PRORATE	07/23/2014	07/01/2014	07/14/2014					343.56				424.79		424.79	
MONROE	07/23/2014	07/01/2014	07/30/2014	232.00	232,000.00				1,650.00	3,637.00				5,287.00	
MONROE	08/13/2014	08/01/2014	08/31/2014	217.00	217,000.00				1,650.00	3,637.00				5,287.00	
MONROE FIRE	08/13/2014								140.00					140.00	
ATL. CTY ELEC	08/20/2014	07/14/2014	08/12/2014	339.00		27,201.60					3,933.31			3,933.31	
S.J. GAS	08/27/2014	07/14/2014	08/11/2014	635.00				669.93				796.84		796.84	
MONROE	09/10/2014	09/01/2014	09/30/2014	321.00	321,000.00				1,650.00	3,637.00				5,287.00	
ATL. CTY ELEC	09/11/2014	08/12/2014	09/11/2014	342.00		27,442.40					4,018.30			4,018.30	
S.J. GAS	09/24/2014	08/11/2014	09/11/2014	741.00				785.46				900.42		900.42	
MONROE	10/15/2014	10/01/2014	10/31/2014	360.00	360,000.00				1,690.00	3,637.00				5,327.00	
ATL. CTY ELEC	10/22/2014	09/11/2014	10/10/2014	264.00		21,120.00					3,210.44			3,210.44	
MONROE	10/27/2014	09/11/2014	10/10/2014	970.00				1,021.41				1,171.51		1,171.51	
MONROE	11/12/2014	11/01/2014	11/30/2014	179.00	179,000.00				1,650.00	3,637.00				5,287.00	
MONROE	11/12/2014								140.00					140.00	
ATL. CTY ELEC	11/19/2014	10/10/2014	11/10/2014	267.00		21,360.00					3,326.19			3,326.19	
S.J. GAS	11/19/2014	10/10/2014	11/10/2014	2,160.00				2,280.96				2,561.32		2,561.32	
S.J. GAS	12/22/2014	11/10/2014	12/10/2014	3,561.00				3,760.42				4,276.98		4,276.98	
ATL. CTY ELEC	12/22/2014	11/10/2014	12/10/2014	256.00		20,480.00					3,169.15			3,169.15	
MONROE	12/10/2014	12/01/2014	12/31/2014	206.00	206,000.00				1,650.00	3,637.00				5,287.00	
ATL. CTY ELE PRORATE	01/28/2014	12/10/2014	12/31/2015	15,840.00		15,840.00					2,444.80			2,444.80	
S.J. GAS PRORATE	01/28/2014	12/09/2014	12/31/2015	3,416.99				3,416.99				4,042.87		4,042.87	
<b>VACANCIES</b>															
APT. 212	07/30/2014	06/12/2014	07/14/2014	35.00		35.00					9.05			9.05	
APT. 212	08/13/2014	07/14/2014	08/01/2014	30.00		30.00					6.85			6.85	
APT. 514	08/20/2014	07/14/2014	07/31/2014	25.00		25.00					34.17			34.17	
APT. 202	08/20/2014	07/10/2014	08/12/2014	7.00		7.00					19.47			19.47	
APT. 202	09/17/2014	08/12/2014	08/21/2014	12.00		12.00					2.92			2.92	
APT. 202	09/24/2014	08/21/2014	09/11/2014	20.00		20.00					20.86			20.86	
APT. 414	09/24/2014	08/13/2014	09/11/2014	26.00		26.00					22.68			22.68	
APT. 202	10/22/2014	09/11/2014	10/10/2014	11.00		11.00					5.80			5.80	
APT. 414	10/22/2014	09/11/2014	10/10/2014	23.00		23.00					7.87			7.87	
APT. 808	10/22/2014	09/30/2014	10/10/2014	26.00		26.00					21.01			21.01	
APT. 202	11/19/2014	10/10/2014	11/10/2014	17.00		17.00					7.17			7.17	
APT. 414	11/19/2014	10/10/2014	11/10/2014	53.00		53.00					13.67			13.67	
APT. 808	11/19/2014	10/10/2014	11/10/2014	27.00		27.00					8.98			8.98	
APT. 202	12/23/2014	11/10/2014	12/04/2014	15.00		15.00					5.78			5.78	
APT. 414	12/23/2014	11/10/2014	12/02/2014	17.00		17.00					5.97			5.97	
APT. 808	12/23/2014	11/10/2014	12/10/2014	23.00		23.00					8.01			8.01	
<b>TOTAL: CARINO PARK APARTMENTS:</b>						1,515,000.00	148,069.06	12,278.73	0.00	10,220.00	21,822.00	22,338.79	14,174.73	0.00	68,555.52

<b>Carino Park Apartments</b>	<b>January to June Totals</b>	1,073,000.00	134,457.44	18,329.12	200.00	10,238.45	21,822.00	18,862.31	23,887.55	758.00	75,568.31
	<b>Annual Totals</b>	2,588,000.00	282,526.50	30,607.85	200.00	20,458.45	43,644.00	41,201.10	38,062.28	758.00	144,123.83

## HOUSING AUTHORITY OF GLOUCESTER COUNTY

### MASTER UTILITY REPORT

**YEAR:** 2014 January to December

MEMOS [ COMMENTS, UNIT NUMBERS & SPECIAL NOTATIONS, VENDOR	TRANSACTION DATE [ MM/DD/YYYY ]	SERVICE PERIOD		METER READING [ IF ANY ]	CONSUMPTION:				COST:					TOTAL PAYMENT
		FROM [ MM/DD/YYYY ]	TO [ MM/DD/YYYY ]		WATER [ GALLONS ]	ELECTRIC [ KWH ]	GAS [ THERM/CCF ]	FUEL/OIL [ GALLONS ]	WATER	SEWER	ELECTRIC	GAS	FUEL/OIL	
<b>COLONIAL PARK APARTMENTS:</b>														
PSE&G	02/19/2014	01/02/2014	01/31/2014	9,325.00			9,880.43						10,073.70	10,073.70
PSE&G	02/19/2014	01/02/2014	01/31/2014	207.00					41,381.00			5,672.74		5,672.74
PSE&G	03/19/2014	01/31/2014	03/04/2014	9,423.00			9,984.27						11,319.92	11,319.92
PSE&G	03/19/2014	01/31/2014	03/04/2014	211.00					42,263.00			5,943.45		5,943.45
PSE&G	04/16/2014	03/04/2014	04/02/2014	6,862.00			7,263.78						8,061.98	8,061.98
PSE&G	04/16/2014	03/04/2014	04/02/2014	175.00					34,775.00			5,403.56		5,403.56
WOODBURY	04/23/2014	01/01/2014	03/31/2014	970.00	970,000					6,912.00	27,900.00			34,812.00
PSE&G	05/21/2014	04/02/2014	05/02/2014	4,446.00			4,692.82						3,781.81	3,781.81
PSE&G	05/21/2014	04/02/2014	05/02/2014	164.00			31,155.00					4,901.96		4,901.96
PSE&G	06/18/2014	05/02/2014	06/03/2014	2,144.00			2,260.86					1,933.93		1,933.93
PSE&G	06/18/2014	05/02/2014	06/03/2014	192.00			37,294.00					5,480.08		5,480.08
PSE&G	07/16/2014	06/03/2014	07/01/2014	860.00			902.52					826.85		826.85
PSE&G	07/16/2014	06/03/2014	07/01/2014	211.00			41,918.00					6,772.82		6,772.82
WOODBURY	07/30/2014	04/01/2014	06/30/2014	958.00	958,000					6,912.00	27,900.00			34,812.00
PSE&G	08/13/2014	07/01/2014	08/01/2014	917.70			917.70					802.65		802.65
PSE&G	08/13/2014	07/01/2014	08/01/2014	233.00			45,831.00					7,378.90		7,378.90
PSE&G	09/17/2014	08/01/2014	09/02/2014	930.00			975.98					787.99		787.99
PSE&G	09/17/2014	08/01/2014	09/02/2014	218.53			46,122.00					7,079.28		7,079.28
PSE&G	10/14/2014	09/02/2014	10/01/2014	951.28			990.28					812.89		812.89
PSE&G	10/15/2014	09/03/2014	10/01/2014	193.00			38,239.00					6,368.27		6,368.27
WOODBURY	10/27/2014	07/01/2014	09/30/2014	1,468.00	1,468,000					10,223.06	27,900.00			38,123.06
PSE&G	11/12/2014	10/01/2014	10/30/2014	2,426.00			2,558.23					1,922.05		1,922.05
PSE&G	11/12/2014	10/01/2014	10/30/2014	185.86			36,696.00					5,122.54		5,122.54
PSE&G	01/14/2015	10/30/2014	12/02/2014	6,790.00			7,146.34					6,711.94		6,711.94
PSE&G	01/14/2015	10/30/2014	12/02/2014	220.00			43,988.00					5,632.97		5,632.97
PSE&G	01/14/2015	12/02/2014	01/02/2015	7,152.00			7,541.81					7,423.40		7,423.40
PSE&G	01/14/2015	12/02/2014	01/02/2015	215.00			43,067.00					5,563.81		5,563.81
WOODBURY	02/14/2015	10/01/2014	12/31/2014	1,335.00	1,335,000					9,269.45	27,900.00			37,169.45
<b>VACANCIES</b>														
APT. 445 CREDIT	01/31/2014												-13.57	-13.57
APT. 008	<b>02/11/2014</b>	01/02/2014	01/31/2014	30.00			30.00						7.67	7.67
APT. 330	02/11/2014	01/22/2014	01/31/2014	27.00			27.00						5.52	5.52
APT. 417	02/11/2014	01/02/2014	01/31/2014	42.00			42.00						9.77	9.77
APT. 008	<b>03/12/2014</b>	01/31/2014	03/04/2014	33.00			33.00						8.36	8.36
APT. 330	03/12/2014	01/31/2014	03/04/2014	3.00			3.00						2.98	2.98
APT. 417	03/12/2014	01/31/2014	03/04/2014	42.00			42.00						9.99	9.99
APT. 330	04/09/2014	03/04/2014	03/26/2014	122.00			122.00						24.19	24.19
APT. 240	04/28/2014	04/03/2014	04/04/2014	75.00			75.00						6.71	6.71
APT. 245	05/21/2014	05/02/2014	05/08/2014	22.00			46.00						9.98	9.98
APT. 412 CREDIT	<b>05/27/2014</b>												-10.39	-10.39
APT. 240 CREDIT	<b>06/09/2014</b>												-10.10	-10.10
APT. 003	<b>06/11/2014</b>	05/11/2014	06/03/2014	88.00			88.00						17.44	17.44
APT. 114	06/11/2014	05/14/2014	06/03/2014	35.00			35.00						7.63	7.63
APT. 125	06/11/2014	05/29/2014	06/03/2014	7.00			7.00						1.70	1.70
APT. 202	<b>06/18/2014</b>	05/07/2014	06/02/2014	69.00			69.00						14.31	14.31
APT. 003	<b>07/02/2014</b>	06/03/2014	06/10/2014	28.00			28.00						5.48	5.48

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### MASTER UTILITY REPORT

YEAR: 2014 January to June

MEMOS [ COMMENTS, UNIT NUMBERS & SPECIAL NOTATIONS, VENDOR	TRANSACTION DATE [ MM/DD/YYYY ]	SERVICE PERIOD		METER READING [ IF ANY ]	CONSUMPTION:				COST:					TOTAL PAYMENT
		FROM [ MM/DD/YYYY ]	TO [ MM/DD/YYYY ]		WATER [ GALLONS ]	ELECTRIC [ KWH ]	GAS [ THERM/CCF ]	FUEL/OIL [ GALLONS ]	WATER	SEWER	ELECTRIC	GAS	FUEL/OIL	
<b>DEPTFORD PARK APARTMENTS:</b>														
DEPTFORD	02/19/2014	12/30/2013	01/29/2014	253.00	253,000.00				1,026.62	3,200.00				4,226.62
PSE&G	02/19/2014	12/31/2013	01/31/2014	8,243.00			8,733.99					8,983.44		8,983.44
PSE&G	02/19/2014	12/31/2013	01/31/2014	118.00		23,600.00					3,180.31			3,180.31
DEPTFORD	03/19/2014	01/29/2014	02/27/2014	238.00	238,000.00				970.37	3,200.00				4,170.37
PSE&G	03/19/2014	01/31/2014	03/04/2014	8,193.00			8,681.01					9,888.16		9,888.16
PSE&G	03/19/2014	01/31/2014	03/04/2014	118.00		23,600.00					3,295.48			3,295.48
DEPTFORD	04/16/2014	02/27/2014	03/25/2014	239.00	239,000.00				974.12	3,200.00				4,174.12
PSE&G	04/16/2014	03/04/2014	04/02/2014	6,001.00			6,352.37					7,091.27		7,091.27
PSE&G	04/16/2014	03/04/2014	04/02/2014	108.00		21,600.00					3,192.06			3,192.06
DEPTFORD	05/14/2014	03/25/2014	04/28/2014	285.00	285,000.00				1,146.62	3,200.00				4,346.62
PSE&G	05/21/2014	04/02/2014	05/01/2014	2,741.00			2,893.17					2,380.97		2,380.97
PSE&G	05/21/2014	04/02/2014	05/01/2014	96.00		19,200.00					2,848.53			2,848.53
DEPTFORD	06/18/2014	06/01/2014	06/30/2014	259.00	259,000.00				1,049.12	3,200.00				4,249.12
PSE&G	06/18/2014	05/01/2014	06/02/2014	1,017.00			1,073.46					989.70		989.70
PSE&G	06/18/2014	05/01/2014	06/02/2014	124.00		24,800.00					3,488.81			3,488.81
PSE&G	07/16/2014	06/02/2014	07/01/2014	817.00			857.40					790.59		790.59
PSE&G	07/16/2014	06/02/2014	07/01/2014	162.00		32,400.00					4,996.42			4,996.42
DEPTFORD	07/30/2014	07/01/2014	07/31/2014	279.00	279,000.00				1,124.12	3,200.00				4,324.12
<b>VACANCIES</b>														
APT. 108	02/11/2014	01/09/2014	01/31/2014	2.00			2.00					1.73		1.73
APT. 108	03/12/2014	01/31/2014	03/04/2014	0.00			0.00					2.44		2.44
APT. 108	04/09/2014	03/04/2014	04/02/2014	0.00			0.00					2.44		2.44
APT. 108	05/14/2014	04/02/2014	05/01/2014	0.00			0.00					2.44		2.44
APT. 108	06/11/2014	05/01/2014	06/02/2014	0.00			0.00					2.44		2.44
<b>TOTAL:</b>	<b>DEPTFORD PARK APARTMENTS:</b>				1,553,000.00	145,202.00	28,591.39	0.00	6,290.97	19,200.00	21,013.10	30,124.13	0.00	76,628.20

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YEAR: 2014 July to December

MEMOS [ COMMENTS, UNIT NUMBERS & SPECIAL NOTATIONS, VENDOR	TRANSACTION DATE [ MM/DD/YYYY ]	SERVICE PERIOD		METER READING [ IF ANY ]	CONSUMPTION:				COST:					TOTAL PAYMENT
		FROM [ MM/DD/YYYY ]	TO [ MM/DD/YYYY ]		WATER [ GALLONS ]	ELECTRIC [ KWH ]	GAS [ THERM/CCF ]	FUEL/OIL [ GALLONS ]	WATER	SEWER	ELECTRIC	GAS	FUEL/OIL	
<b>DEPTFORD PARK APARTMENTS:</b>														
PSE&G	08/13/2014	07/01/2014	08/01/2014	824.00			862.24					760.40		760.40
PSE&G	08/13/2014	07/01/2014	08/01/2014	192.00				192.00			5,967.85			5,967.85
DEPTFORD	08/20/2014	08/01/2014	08/31/2014	329.00	329,000.00				1,311.62	3,200.00				4,511.62
DEPTFORD	09/17/2014	09/01/2014	09/30/2014	342.00	342,000.00				1,360.37	3,200.00				4,560.37
PSE&G	09/17/2014	08/01/2014	08/29/2014	732.00			768.19					641.43		641.43
PSE&G	09/17/2014	08/01/2014	08/29/2014	92.00		18,400.00					3,057.55			3,057.55
PSE&G	10/15/2014	08/29/2014	09/30/2014	877.00			923.91					764.42		764.42
PSE&G	10/15/2014	08/29/2014	09/30/2014	146.00		29,200.00					4,733.89			4,733.89
DEPTFORD	10/22/2014	10/01/2014	10/31/2014	385.00	385,000.00				1,697.87	3,200.00				4,897.87
PSE&G	11/12/2014	09/30/2014	10/30/2014	2,359.00			2,487.58					1,872.09		1,872.09
PSE&G	11/12/2014	09/30/2014	10/30/2014	116.00		23,200.00					3,165.05			3,165.05
DEPTFORD	11/19/2014	11/01/2014	11/30/2014	397.00	397,000.00				1,566.62	3,200.00				4,766.62
PSE&G	12/17/2014	10/30/2014	12/01/2014	5,579.00			5,871.79					5,616.62		5,616.62
PSE&G	12/17/2014	10/30/2014	12/01/2014	123.00		24,600.00					3,186.50			3,186.50
DEPTFORD	12/22/2014	12/01/2014	12/31/2014	399.00	399,000.00				1,574.12	3,200.00				4,774.12
PSE&G	01/14/2015	12/01/2014	12/31/2014	6,019.00			6,347.06					6,381.77		6,381.77
PSE&G	01/14/2015	12/01/2014	12/31/2014	118.00		23,600.00					3,129.42			3,129.42
DEPTFORD	01/14/2015	11/26/2014	12/30/2014	491.00	491,000.00				1,919.12	3,200.00				5,119.12
<b>VANCANCIES</b>														
APT. 108	07/16/2014	06/02/2014	07/01/2014	2.00				2.00				2.78		2.78
APT. 108	08/13/2014	07/01/2014	08/01/2014	1.00				1.00				2.60		2.60
APT. 108	09/10/2014	08/01/2014	08/29/2014	0.00				0.00				2.43		2.43
APT. 108	10/15/2014	08/29/2014	09/30/2014	0.00				0.00				2.43		2.43
APT. 108	11/12/2014	09/30/2014	10/30/2014	101.00				101.00			20.15			20.15
APT. 108	12/10/2014	10/30/2014	12/01/2014	25.00				25.00			6.82			6.82
APT. 108	01/14/2015	12/01/2014	12/31/2014	24.00				24.00			6.64			6.64
<b>TOTAL: DEPTFORD PARK APARTMENTS:</b>					2,343,000.00	119,345.00	17,260.77	0.00	9,429.72	19,200.00	23,284.11	16,036.73	0.00	67,950.56
<b>Deptford Park Apartments</b>														
January to June Totals					1,553,000.00	145,202.00	28,591.39	0.00	6,290.97	19,200.00	21,013.10	30,124.13	0.00	76,628.20
<b>Annual Totals:</b>					3,896,000.00	264,547.00	45,852.16	0.00	15,720.69	38,400.00	44,297.21	46,160.86	0.00	144,578.76

## HOUSING AUTHORITY OF GLOUCESTER COUNTY

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**YEAR:** 2014 January to December

MEMOS [ COMMENTS, UNIT NUMBERS & SPECIAL NOTATIONS, VENDOR	TRANSACTION DATE [ MM/DD/YYYY ]	SERVICE PERIOD		METER READING [ IF ANY ]	CONSUMPTION:				COST:					TOTAL PAYMENT
		FROM [ MM/DD/YYYY ]	TO [ MM/DD/YYYY ]		WATER [ GALLONS ]	ELECTRIC [ KWH ]	GAS [ THERM/CCF ]	FUEL/OIL [ GALLONS ]	WATER	SEWER	ELECTRIC	GAS	FUEL/OIL	
<b>NANCY J. ELKIS ENIORS HOUSING:</b>														
DEPTFORD	01/15/2014	01/01/2013	01/31/2014	121.00	121,000.00				531.62	578.75				1,110.37
PSE&G	02/11/2014	12/02/2013	01/31/2014	7,066.00								4,541.78		4,541.78
PSE&G	02/11/2014	12/02/2013	01/31/2014	242.00		48,400.00		7,483.96			2,786.06			2,786.06
DEPTFORD	02/19/2014	02/01/2014	02/28/2014	155.00	155,000.00				659.12	748.75				1,407.87
PSE&G	03/12/2014	01/31/2014	03/04/2014	3,963.00				4,199.05				4,809.79		4,809.79
PSE&G	03/12/2014	01/31/2014	03/04/2014	130.00		26,000.00					3,425.80			3,425.80
DEPTFORD	03/19/2014	03/01/2014	03/31/2014	118.00	118,000.00				520.37	563.75				1,084.12
PSE&G	04/09/2014	03/04/2014	04/02/2014	2,872.00				3,040.16				3,428.40		3,428.40
PSE&G	04/09/2014	03/04/2014	04/02/2014	113.00		22,600.00					3,172.96			3,172.96
DEPTFORD HYDRANT	04/09/2014								250.00					250.00
DEPTFORD	04/16/2014	04/01/2014	04/30/2014	119.00	119,000.00				524.12	568.75				1,092.87
PSE&G	05/07/2014	04/02/2014	05/01/2014	1,549.00				1,634.99				1,404.00		1,404.00
PSE&G	05/07/2014	04/02/2014	05/01/2014	107.00		21,400.00					2,907.35			2,907.35
DEPTFORD	05/14/2014	03/30/2014	05/05/2014	140.00	140,000.00				602.87	673.75				1,276.62
PSE&G	06/11/2014	05/01/2014	06/02/2014	754.00				795.86				761.82		761.82
PSE&G	06/11/2014	05/01/2014	06/02/2014	122.00		24,400.00					3,226.40			3,226.40
DEPTFORD	06/18/2014	06/01/2014	06/30/2014	96.00	96,000.00				437.87	453.75				891.62
PSE&G	07/16/2014	06/02/2014	07/01/2014	646.00				677.94				646.44		646.44
PSE&G	07/16/2014	06/02/2014	07/01/2014	139.00		27,800.00					4,245.20			4,245.20
DEPTFORD	07/30/2014	07/01/2014	07/31/2014	141.00	141,000.00				606.62	678.75				1,285.37
DEPTFORD	08/20/2014	08/01/2014	08/31/2014	234.00	234,000.00				955.37	1,143.75				2,099.12
PSE&G	08/13/2014	07/01/2014	08/01/2014	680.00				711.56				645.59		645.59
PSE&G	08/13/2014	07/01/2014	08/01/2014	177.00		35,400.00					5,364.63			5,364.63
PSE&G	09/10/2014	08/01/2014	08/29/2014	621.00				651.71				559.84		559.84
PSE&G	09/10/2014	08/01/2014	08/29/2014	144.00		28,800.00					4,367.08			4,367.08
DEPTFORD	09/17/2014	09/01/2014	09/30/2014	200.00	200,000.00				827.87	973.75				1,801.62
PSE&G	10/15/2014	08/29/2014	09/30/2014	724.00				762.73				649.07		649.07
PSE&G	10/15/2014	08/29/2014	09/30/2014	155.00		31,000.00					4,634.38			4,634.38
DEPTFORD	10/22/2014	10/01/2014	10/31/2014	148.00	148,000.00				606.62	678.75				1,285.37
PSE&G	11/12/2014	09/30/2014	10/30/2014	1,371.00				1,445.73				1,135.38		1,135.38
PSE&G	11/12/2014	09/30/2014	10/30/2014	125.00		25,000.00					3,189.62			3,189.62
DEPTFORD	11/19/2014	11/01/2014	11/30/2014	116.00	116,000.00				512.87	553.75				1,066.62
PSE&G	12/17/2014	10/30/2014	12/01/2014	2,589.00				2,724.87				2,648.68		2,648.68
PSE&G	12/17/2014	10/30/2014	12/01/2014	127.00		25,400.00					3,211.47			3,211.47
DEPTFORD	12/22/2014	12/01/2014	12/31/2014	109.00	109,000.00				486.62	518.75				1,005.37
PSE&G	01/14/2015	12/01/2014	12/31/2014	2,819.00				2,972.65				3,027.56		3,027.56
PSE&G	01/14/2015	12/01/2014	12/31/2014	121.00		24,200.00					3,091.89			3,091.89
<b>VACANCIES</b>														
APT. 621	01/29/2014	<u>12/02/2013</u>	01/02/2014	79.00				79.00				16.59		16.59
APT. 517	02/03/2014											-49.10		-49.10
APT. 517	02/11/2014	12/02/2013	01/31/2014	109.00				109.00				23.99		23.99
APT. 605	02/11/2014	01/02/2014	01/31/2014	108.00				108.00				21.28		21.28
APT. 621	02/11/2014	01/02/2014	01/31/2014	103.00				103.00				20.40		20.40
APT. 418	02/04/2014											-27.69		-27.69
APT. 416	02/04/2014											-27.77		-27.77
APT. 406	<b>03/12/2014</b>	01/31/2014	03/04/2014	71.00				71.00				15.19		15.19
APT. 413	03/12/2014	02/12/2014	03/04/2014	40.00				40.00				8.91		8.91

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**  
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MEMOS [ COMMENTS, UNIT NUMBERS & SPECIAL NOTATIONS, VENDOR	TRANSACTION DATE [ MM/DD/YYYY ]	SERVICE PERIOD		METER READING [ IF ANY ]	CONSUMPTION:				COST:					TOTAL PAYMENT
		FROM [ MM/DD/YYYY ]	TO [ MM/DD/YYYY ]		WATER [ GALLONS ]	ELECTRIC [ KWH ]	GAS [ THERM/CCF ]	FUEL/OIL [ GALLONS ]	WATER	SEWER	ELECTRIC	GAS	FUEL/OIL	
APT. 418	03/12/2014	01/31/2014	03/04/2014	122.00		122.00					24.35			24.35
APT. 517	03/12/2014	01/31/2014	03/04/2014	71.00		71.00					15.19			15.19
APT. 605	03/12/2014	01/31/2014	03/04/2014	130.00		130.00					25.79			25.79
APT. 616	03/12/2014	01/31/2014	03/04/2014	98.00		98.00					20.31			20.31
APT. 621	03/12/2014	01/31/2014	03/04/2014	123.00		123.00					24.53			24.53
APT. 402	04/09/2014	03/04/2014	04/02/2014	51.00		51.00					1.30			1.30
APT. 406	04/09/2014	03/04/2014	04/02/2014	57.00		57.00					12.88			12.88
APT. 413	04/09/2014	03/04/2014	04/02/2014	60.00		60.00					13.42			13.42
APT. 418	04/09/2014	03/04/2014	04/02/2014	98.00		98.00					20.39			20.39
APT. 517	04/09/2014	03/04/2014	04/02/2014	60.00		60.00					13.42			13.42
APT. 605	04/09/2014	03/04/2014	04/02/2014	122.00		122.00					24.78			24.78
APT. 616	04/09/2014	03/04/2014	04/02/2014	67.00		67.00					14.70			14.70
APT. 621	04/09/2014	03/04/2014	04/02/2014	86.00		86.00					18.18			18.18
APT. 413	04/30/2014	04/02/2014	04/20/2014	119.00		119.00					22.52			22.52
APT. 402	05/14/2014	04/02/2014	05/01/2014	47.00		47.00					10.76			10.76
APT. 406	05/14/2014	04/02/2014	05/01/2014	53.00		53.00					11.82			11.82
APT. 413	05/14/2014	04/02/2014	04/20/2014	43.00		43.00					9.07			9.07
APT. 418	05/14/2014	04/02/2014	05/01/2014	90.00		90.00					18.37			18.37
APT. 516	05/14/2014	04/02/2014	05/01/2014	77.00		77.00					16.06			16.06
APT. 605	05/14/2014	04/02/2014	04/30/2014	122.00		122.00					23.88			23.88
APT. 616	05/14/2014	04/02/2014	05/01/2014	68.00		68.00					14.47			14.47
APT. 621	05/14/2014	04/02/2014	05/01/2014	61.00		61.00					13.23			13.23
APT. 516	05/21/2014	05/01/2014	05/08/2014	40.00		40.00					7.62			7.62
APT. 517	05/21/2014	05/01/2014	05/06/2014	39.00		39.00					19.10			19.10
APT. 402	06/11/2014	05/01/2014	06/02/2014	53.00		53.00					11.77			11.77
APT. 406	06/11/2014	05/01/2014	05/29/2014	56.00		56.00					12.14			12.14
APT. 418	06/11/2014	05/01/2014	06/02/2014	101.00		101.00					20.22			20.22
APT. 621	06/11/2014	05/01/2014	06/02/2014	65.00		65.00					13.88			13.88
APT. 413	CREDIT	06/02/2014									-22.52			-22.52
APT. 616	06/18/2014	05/01/2014	05/31/2014	81.00		81.00					16.71			16.71
APT. 402	07/16/2014	06/02/2014	07/01/2014	41.00		41.00					9.64			9.64
APT. 418	07/16/2014	06/02/2014	07/01/2014	96.00		96.00					19.30			19.30
APT. 621	07/16/2014	06/02/2014	07/01/2014	61.00		61.00					13.15			13.15
APT. 219	08/13/2014	07/02/2014	08/01/2014	451.00		451.00					85.31			85.31
APT. 402	08/13/2014	07/01/2014	08/01/2014	43.00		43.00					10.32			10.32
APT. 418	08/13/2014	07/01/2014	08/01/2014	101.00		101.00					20.96			20.96
APT. 504	08/13/2014	07/01/2014	08/01/2014	485.00		485.00					91.63			91.63
APT. 621	08/13/2014	07/01/2014	08/01/2014	63.00		63.00					13.99			13.99
APT. 418	08/27/2014	08/01/2014	08/14/2014	189.00		189.00					34.56			34.56
APT. 219	09/10/2014	08/01/2014	08/29/2014	361.00		361.00					66.44			66.44
APT. 504	09/10/2014	08/01/2014	08/29/2014	91.00		91.00					18.56			18.56
APT. 621	09/10/2014	08/01/2014	08/29/2014	55.00		55.00					43.46			43.46
APT. 402	CREDIT	09/15/2014									-1.00			-1.00
APT. 219	10/15/2014	08/29/2014	09/30/2014	228.00		228.00					42.94			42.94
APT. 419	10/15/2014	09/21/2014	09/30/2014	58.00		58.00					11.12			11.12
APT. 504	10/15/2014	08/29/2014	10/02/2014	30.00		30.00					8.04			8.04
APT. 621	10/15/2014	09/29/2014	09/30/2014	59.00		59.00					12.92			12.92
APT. 418	CREDIT	09/22/2014									-20.96			-20.96
APT. 219	11/12/2014	09/30/2014	10/30/2014	183.00		183.00					34.54			34.54
APT. 409	11/12/2014	09/30/2014	10/30/2014	45.00		45.00					10.41			10.41
APT. 419	11/12/2014	09/30/2014	10/30/2014	94.00		94.00					18.92			18.92
APT. 621	11/12/2014	09/30/2014	10/30/2014	52.00		52.00					11.55			11.55
APT. 219	12/10/2014	10/30/2014	12/01/2014	55.00		55.00					12.08			12.08

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MEMOS [ COMMENTS, UNIT NUMBERS & SPECIAL NOTATIONS, VENDOR	TRANSACTION DATE [ MM/DD/YYYY ]	SERVICE PERIOD		METER READING [ IF ANY ]	CONSUMPTION:				COST:					TOTAL PAYMENT	
		FROM [ MM/DD/YYYY ]	TO [ MM/DD/YYYY ]		WATER [ GALLONS ]	ELECTRIC [ KWH ]	GAS [ THERM/CCF ]	FUEL/OIL [ GALLONS ]	WATER	SEWER	ELECTRIC	GAS	FUEL/OIL		
APT. 409	12/10/2014	10/30/2014	12/01/2014	48.00		48.00					10.85			10.85	
APT. 419	12/10/2014	10/30/2014	12/01/2014	73.00		73.00					15.25			15.25	
APT. 621	12/10/2014	10/30/2014	12/01/2014	64.00		64.00					13.67			13.67	
APT. 219	<b>01/14/2015</b>	12/01/2014	12/31/2014	50.00		50.00					11.20			11.20	
APT. 221	01/14/2015	12/05/2014	12/31/2014	49.00		49.00					10.78			10.78	
APT. 409	01/14/2015	12/01/2014	12/31/2014	56.00		56.00					12.24			12.24	
APT. 419	01/14/2015	12/01/2014	12/31/2014	71.00		71.00					14.88			14.88	
APT. 621	01/14/2015	12/01/2014	12/31/2014	75.00		75.00					15.58			15.58	
<b>TOTAL: NANCY J. ELKIS ENIORS HOUSING:</b>						1,697,000.00	346,497.00	27,101.20	0.00	7,521.94	8,135.00	44,745.31	24,258.35	0.00	84,660.60

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		FROM [ MM/DD/YYYY ]	TO [ MM/DD/YYYY ]		WATER [ GALLONS ]	ELECTRIC [ KWH ]	GAS [ THERM/CCF ]	FUEL/OIL [ GALLONS ]	WATER	SEWER	ELECTRIC	GAS	FUEL/OIL		
<b>SHEPHERD'S FARM SENIOR HOUSING:</b>															
PSE&G	02/11/2014	01/02/2014	01/31/2014	4,044.00			4,522.83					4,626.37		4,626.37	
PSE&G	02/11/2014	01/02/2014	01/31/2014	215.00		17,200.00				2,264.48				2,264.48	
PSE&G	03/12/2014	01/31/2014	03/04/2014	4,344.00			4,858.35					5,500.19		5,500.19	
PSE&G	03/14/2014	01/31/2014	03/04/2014	234.00		18,720.00				2,504.58				2,504.58	
W.DEPTFORD	04/02/2014	11/18/2013	03/10/2014	9,587.00	958,700				10,781.82	7,623.93				18,405.75	
PSE&G	04/09/2014	03/04/2014	04/02/2014	3,317.00			3,706.21					4,084.07		4,084.07	
PSE&G	04/09/2014	03/04/2014	04/02/2014	212.00		16,960.00				2,402.56				2,402.56	
PSE&G	05/14/2014	04/02/2014	05/02/2014	2,324.00			2,589.24					2,146.84		2,146.84	
PSE&G	05/14/2014	04/02/2014	05/02/2014	264.00		21,120.00						2,743.80		2,743.80	
PSE&G	06/11/2014	05/02/2014	06/02/2014	1,739.00			1,937.48					1,677.99		1,677.99	
PSE&G	06/11/2014	05/02/2014	06/02/2014	311.00		24,880.00					3,131.69			3,131.69	
W.DEPTFORD	06/18/2014	03/10/2014	05/29/2014	4,306.00	430,600				4,655.86	3,451.94				8,107.80	
PSE&G	07/16/2014	06/02/2014	07/01/2014	1,163.00			1,288.28					1,127.62		1,127.62	
PSE&G	07/16/2014	06/02/2014	07/01/2014	350.00		28,000.00				4,007.03				4,007.03	
PSE&G	08/13/2014	07/01/2014	08/01/2014	1,358.00			1,499.94					1,241.53		1,241.53	
PSE&G	08/13/2014	07/01/2014	08/01/2014	406.00		32,480.00					4,749.67			4,749.67	
W.DEPTFORI FIRE	08/13/2014								200.00					200.00	
PSE&G	09/10/2014	08/01/2014	09/02/2014	1,444.00			1,599.55					1,219.56		1,219.56	
PSE&G	09/10/2014	08/01/2014	09/02/2014	351.00		28,080.00					4,048.92			4,048.92	
W.DEPTFORD	09/17/2014	05/29/2014	08/27/2014	8,420.00	842,000				9,428.10	6,702.00				16,130.10	
PSE&G	10/15/2014	09/02/2014	10/01/2014	1,321.00			1,468.95					1,151.29		1,151.29	
PSE&G	10/15/2014	09/02/2014	10/01/2014	382.00		30,560.00				4,375.29				4,375.29	
PSE&G	11/12/2014	10/01/2014	10/29/2014	1,560.00			1,736.38					1,340.91		1,340.91	
PSE&G	11/12/2014	10/01/2014	10/29/2014	273.00		21,840.00					2,721.19			2,721.19	
W.DEPTFORD	12/10/2014	08/27/2014	11/18/2014	6,947.00	694,700				7,719.42	5,538.33				13,257.75	
PSE&G	12/17/2014	10/29/2014	12/02/2014	3,144.00			3,492.76					3,265.44		3,265.44	
PSE&G	12/17/2014	10/29/2014	12/02/2014	255.00		20,400.00				2,554.00				2,554.00	
PSE&G	01/14/2015	12/02/2014	12/31/2014	3,156.00			3,512.83					3,509.24		3,509.24	
PSE&G	01/14/2015	12/02/2014	12/31/2014	221.00		17,680.00					2,267.34			2,267.34	
<b>VACANCIES</b>															
APT. 223	02/11/2014	01/02/2014	01/31/2014	18.00			18.00				5.49			5.49	
APT. 223	02/26/2014	01/31/2014	02/11/2014	86.00			86.00				16.29			16.29	
APT. 117	04/16/2014	03/18/2014	04/06/2014	42.00			42.00				9.14			9.14	
APT. 223 CREDIT	04/14/2014										-13.07			-13.07	
<b>TOTAL:</b>	<b>SHEPHERD'S FARM SENIOR HOUSING:</b>					2,926,000	278,066.00	32,212.80	0.00	32,785.20	23,316.20	37,788.40	30,891.05	0.00	124,780.85