

**Major Foreign Languages Spoken in Nine Most Affected Counties**

<b>Sandy-Affected County</b>	<b>Top Non-English Languages Spoken</b>	<b>Estimated LEP Population</b>
Atlantic County	Spanish Vietnamese Chinese	15,800 2,000 2,000
Bergen County	Spanish Korean Polish	41,300 26,200 8,300
Cape May County	Spanish	2,300
Essex County	Spanish Portuguese French Creole	59,600 15,300 8,500
Hudson County	Spanish Arabic Tagalog	105,400 5,000 4,700
Middlesex County	Spanish Chinese Gujarati	53,800 11,700 10,500
Monmouth County	Spanish Portuguese Chinese	21,300 4,000 3,900
Ocean County	Spanish Italian Polish	13,400 1,400 1,000
Union County	Spanish Portuguese French Creole	70,400 9,100 5,000
<b>Total</b>	<b>11 LEP Populations</b>	

- ii. Frequency with which LEP persons come into contact with each program funded by CDBG-DR;
  - iii. Nature and importance of the program, action or service; and
  - iv. The resources available to execute the program and the costs of providing LEP services.
- b. Posting of Four-Factor Analysis. Within ninety (90) days of execution of this Agreement, DCA shall post a complete Four-Factor Analysis completed in accordance with Paragraph 1 above, on DCA's website under the "Sandy Recovery Division" link.
- c. New CDBG-DR LAP. Within ninety (90) days of execution of this Agreement, DCA shall develop a revised LAP for

Sandy Recovery to address the needs identified in the Four-Factor Analysis conducted pursuant to Paragraph 1 above, and submit it to FHEO for review and approval. If FHEO does not reject the LAP within ten (10) days, the LAP shall be considered to be approved. This revised LAP shall include at a minimum:

- i. Procedures DCA will use to identify LEP persons with whom they have contact, the size of the LEP populations in each of the Sandy-impacted counties that comprise 5% or 1,000 of the total population for each such county, and the languages of each LEP population;
  - ii. Points and types of contacts the Recipients may have with LEP persons;
  - iii. Ways in which language assistance will be provided, including the names and contact information for any individuals or contractors which will provide such services, including language interpretation line assistance services, use of "I Speak" cards, translation of outreach and education materials, translations for applications, correspondence with applicants or potential applicants, approval and denial letters, requests for additional information, appeal information, press releases and public notices,
  - d. All correspondence from DCA related to CDBG-DR programs sent to individuals shall include a provision indicating that free language interpretation services are available by contacting a toll free telephone number available to serve LEP persons in the appropriate language.
2. Develop a LEP Outreach/Marketing Plan. Within ninety (90) days from the execution of this Agreement, DCA will develop and provide to HUD and to the Complainants for review and feedback comprehensive plan for outreach to the various LEP communities and LMI communities in each of the Sandy-Affected Counties. The plan shall consider the LAP provisions as well as DCA's Citizen Participation Plan. The LEP outreach shall include public service announcements, print advertisements, press releases, billboard/bus advertising, social media contacts, and other media methods, in various languages, about the CDBG-DR programs and services available as provided for in this Agreement. FHEO and the Complainants shall provide comments regarding the plan within 10 days from the date that they receive the plan. The Recipients agree to include the reasonable recommendations from HUD and the

Complainants. The outreach to community-based groups that work with LEP, LMI and minority communities described in this section shall be coordinated with and in addition to the outreach efforts required by Section IV. F. of this agreement.

3. Develop a Training Plan. Within sixty (60) days from the execution of this Agreement, DCA will develop and provide to HUD a Training Plan that describes training, responsible entities and time frames for completion of training for DCA staff members with public contact, as well as employees or contractors funded from CDBG-DR funds, in LEP Guidance and the LAP, including provisions for training of staff who are responsible for monitoring Subrecipients.
4. Designate a LAP Coordinator. Within sixty (60) days from the execution of this Agreement, DCA will hire or identify a LAP coordinator who shall be identified in the body of the LAP, including such person's name, email address, phone number and address, and provide public notice on DCA's Sandy Website of contact information for the LAP Coordinator in appropriate languages;
5. Develop a Language Bank. Within sixty (60) days from the execution of this Agreement, DCA shall identify staff and contractors who are fluent in various languages, their contact names, telephone numbers and/or email addresses, and their hours of availability. If a Language Bank list already exists, DCA shall submit it to HUD within 10 days of execution of this Agreement. DCA shall use this list to support the provision of translation services in locations that have contact with the public.
6. Provide a List of Vital Documents to be Translated. Within twenty (20) days of HUD's approval of the LAP, DCA shall provide a list of vital documents that will be translated and the timetable for translations, for each Sandy-related program, including:
  - a. Reconstruction, Rehabilitation, Elevation and Mitigation (RREM) Program
  - b. Landlord Incentive Program
  - c. Landlord Rental Repair Program
  - d. Special Needs Housing Program
  - e. Large Multifamily Program
  - f. Neighborhood Enhancement Program
  - g. Redevelopment Fund for Affordable Rental Housing Program

- h. Blue Acres Program
  - i. Sandy Voucher Program
  - j. Any other CDBG-DR programs.
7. Provide Language Access Services.
- a. DCA will continue to post in every Housing Recovery Center copies of the "I Speak" cards.
  - b. DCA will provide in all HRCs in-person translators, and shall hire at least one housing counselor at each HRC who is bi-lingual in Spanish and English and in Essex County also shall hire at least one housing counselor who is bi-lingual in Portuguese and English. DCA will also continue to provide access to language lines in all HRCs as appropriate based on the languages and counties identified above; with regard to all appellate processes; and with regard to all in-person meetings involving contractors and subcontractors.
8. LAP Training. Within forty five (45) days of the execution of this agreement, DCA will conduct an LEP awareness and current protocol training, which may be conducted by teleconference, for all Sandy Recovery staff having contact with the public. Within one hundred and twenty (120) days of execution of this Agreement, DCA shall complete its training of all Sandy Recovery staff, on the LAP and LEP issues, including procedures for accessing language translations services. Training shall be conducted by a trainer with knowledge of the LAP and LEP requirements, and not merely through the use of a self-training module. Recipients shall provide evidence of the completion of the training, including a list of staff in attendance, to HUD.
9. Subrecipient LAPs. Within ninety (90) days of execution of this Agreement DCA shall:
- a. Provide the LAPs for DCA and Subrecipients.
  - b. Pursuant to 24 CFR § 570.492, DCA will monitor whether its sub-recipients have taken reasonable steps to provide meaningful access for LEP persons to the sub-recipients' federally funded programs in accordance with Title VI and 24 C.F.R. § 1.4.
  - c. Notice to Subrecipients. Within one hundred twenty (120) days of the Department's approval of Recipient's LAP, DCA shall



provide written notice, including guidance and technical assistance, to all of the Subrecipients in DCA's CDBG-DR program regarding their obligations to provide appropriate LEP services ensuring access to federally funded programs in compliance with Title VI. DCA shall provide a copy of this written notice to HUD at least ten (10) days prior to disseminating the notice to Subrecipients. This notice shall:

- i. Inform Subrecipients that they must take reasonable steps to provide meaningful access to eligible LEP persons to comply with Title VI requirements and provide a link to the HUD LEP Guidance and other technical assistance resources.
  - ii. Recommend that Subrecipients follow the HUD LEP Guidance and conduct a Four-Factor Analysis to determine the need for LEP services in their program;
  - iii. Recommend that Subrecipients complete a LAP, if necessary, based on the Four-Factor Analysis; and
  - iv. Require Subrecipients to maintain records regarding their efforts to comply with Title VI LEP obligations, including documents related to the Four-Factor Analysis, the LAP, and LEP services provided to eligible persons. Such records shall be available for monitoring reviews of Subrecipients conducted pursuant to 24 C.F.R. § 570.492. See 24 C.F.R. § 570.490(b).
  - v. Recipients affirm that all LEP services or actions contained in the LAP will apply to any program administered by DCA or Subrecipients servicing individuals that are funded by CDBG-DR funds, including for renters applying for assistance, etc.
  - vi. Monitoring of Subrecipients. DCA shall monitor Subrecipients for compliance with Title VI LEP obligations when it conducts regular compliance monitoring of Subrecipients as required by HUD regulations. See 24 C.F.R. § 570.492. DCA shall maintain appropriate monitoring records to facilitate HUD reviews. See 24 C.F.R. § 570.490; 24 C.F.R. § 570.493.
10. Database Update. Within forty five (45) days of execution of this Agreement, DCA shall ensure that its database systems are updated to include a field that can be populated for "LEP/language assistance" and the language needed (if any) for data collected about applicants

for assistance or other participants including small business owners. In this way, it can begin to collect needed data about the LEP population it serves and the specific language needs of its participants and applicants.

11. **Waitlist Review.** Within sixty (60) days of execution of this Agreement, DCA shall send a letter to each individual who has been accepted or wait-listed for the RREM program in English and Spanish and including a reference to a toll free telephone number which provides information in all of the major languages identified above to determine if any such individuals require LEP assistance; if so, DCA shall ensure that the individual's file identifies such individual as "LEP" and the type of language assistance needed. DCA shall also include such a letter as part of informing all applicants who were initially rejected of the results of the review of their applications. When contacting each individual who has been accepted, wait-listed, or had their application's denial reviewed, DCA shall also inform the individual that free language assistance is available for persons who need such assistance, and the information is being collected in order to better assist them. The initial written communication shall be sent in both English and Spanish. The Department shall be provided with the results of this effort within ninety (90) days of the execution of this Agreement.
12. **Robust LEP Outreach.** Within sixty (60) days of execution of this Agreement and after completion of the actions described above, DCA shall initiate its LEP outreach plan consistent with that contained in its LAP and in partnership with the outreach and counseling organizations selected pursuant to Section VI H. This outreach shall, in addition to providing information on all available CDBG-DR programs for both renters and homeowners, inform the LEP community that DCA will open a new LMI Homeowners Rebuilding program. The information provided shall include an indication that bilingual staff and interpretation services are available on DCA's Sandy Website, by phone or in person at any site serving the public, without charge.
13. **State and DCA Sandy-Related Press Releases, etc.** Within forty five (45) days of the execution of this Agreement, the State and DCA shall ensure that all official press releases and other written announcements that are issued pertaining to Sandy-related activity that is funded by CDBG-DR monies and issued by DCA or other State agency, be posted and provided in English and Spanish.
14. **DCA Website.** Within one hundred twenty (120) days of the execution of this Agreement, DCA shall ensure that DCA's Sandy Website is properly modified to reflect that all provisions are

compliant and shall consult with FHEO staff to address each individual concern to FHEO's satisfaction.

15. **Access to LEP Population for Units Produced with Federal Funding.** For every unit of housing that is initially rented or made available for sale on or after the effective date of this Agreement and which receives or has received CDBG-DR funds, the availability of the unit shall be listed, with basic characteristics such as bedroom size, location, and rent on a single statewide web site fully compliant with the LAP prior to the rental or sale of that unit with information on how to rent or purchase that unit and a statement that such unit is subject to the provisions of the Fair Housing Act and has a priority for occupancy by people impacted by Superstorm Sandy.
16. **Proof of Substantial Damage.** DCA shall accept alternative evidence of substantial damage as approved by HUD in Substantial Amendment No. #8 to the State's Action Plan. For RREM, if necessary to meet LMI targets, DCA shall provide funding in accordance with the level of damage to LMI households with damage of less than 50 percent of home value.
17. **LAP Appeal Process.** The LAP will be amended to include an appeals process for application denials, and the availability of either a Hearing Office who speaks the language of the LEP individual, or the provision of translation services in that LEP individual's language. The public and advocacy groups will be notified that language assistance is available for appeals if an LEP individual is rejected from applying for any disaster recovery program. Further, this information must be posted in all Housing Recovery Centers in a location that is visible to the public.
18. **DCA will ensure that it complies with LEP requirements, including providing publicly available eligibility criteria and application information in appropriate languages, translation of vital documents, providing information on websites, and communicating with individuals in appropriate languages, and that these resources are available to applicants before it markets to the public or accepts applications for the programs described in Sections IV. D. and E. of this Agreement. Starting sixty (60) days after the execution of this agreement, DCA will also ensure that all FRM-funded housing is marketed in a manner that complies with the LEP requirements set forth in this Agreement.**

V. SECTION 3 COMPLIANCE

A. Specific Provisions for Section 3 Compliance

1. Section 3 Oversight and Administration

- a. Unless compliance with applicable federal or state procurement statutes and regulations require a longer time period, within sixty (60) days of the effective date of this Agreement, the State shall complete selection of a firm responsible for ensuring compliance with Section 3 of the Housing and Community Development Act for its CDBG-DR funded activities.
- b. Within ninety (90) days of the effective date of this agreement, DCA shall hire or appoint a full time Section 3 coordinator for its CDBG-DR activities and notify FHEO of the name and contact information for its selection.
- c. DCA shall notify the Department in writing within 10 days after removing or replacing its Section 3 Coordinator(s).
- d. DCA shall take all appropriate measures to ensure that the person so hired or appointed will have the proper authorization and powers to ensure compliance with this Agreement and Section 3.

2. Section 3 Plan

- a. DCA shall develop and provide to HUD a Section 3 Plan for its CDBG-DR activities within ninety (90) days of the execution of this Agreement. HUD will complete its review of the plans within thirty (30) days of the plan being provided to HUD. The State shall adopt a final version of a Section 3 plan within one hundred fifty (150) days of the effective date of this Agreement. In addition, within one hundred twenty (120) days of the execution of this Agreement, DCA shall develop and provide to HUD a Section 3 Implementation Guide to facilitate consistent compliance with Section 3 in all aspects of the State's CDBG-DR activities. All final documents should clearly assert that Section 3 compliance is required by law, and describe specific penalties that may be imposed upon Subrecipients, contractors, and subcontractors for noncompliance. Section 3 Plans and Implementation Guides shall be posted on DCA's Sandy Website at each of the deadlines in this paragraph so they are accessible to prospective sub recipients, contractors, Section 3 residents and Section 3 businesses.
- b. No changes may be made to these Section 3 plans without the written consent of HUD.

3. Annual Reports. DCA shall timely submit Section 3 summary reports for all covered activities undertaken by the State, its Subrecipients, developers, contractors and subcontractors in accordance with the Section 3 annual reporting requirements at 24 CFR. § 135.90.

4. Outreach and Training Efforts:
- a. Within forty-five (45) days of the effective date of this Agreement, DCA must convene an internal information session and review the provisions of this Agreement with its key managers and staff.
  - b. Within one hundred fifty (150) days of the effective date of this Agreement, DCA shall develop and provide to HUD Section 3 training and outreach materials for staff, Section 3 businesses and Section 3 covered persons that describe the requirements of this Agreement, the Section 3 regulations and the State's Section 3 Implementation Plan. During the course of this Agreement, DCA must receive approval from HUD to use any new or modified Section 3 materials for its training/outreach efforts.
  - c. Within thirty (30) days of HUD's approval, DCA shall initiate outreach and education efforts to Section 3 businesses and Section 3 covered individuals, especially targeting business communities and potential Section 3 businesses in a manner consistent with the Section 3 Plan. It should coordinate its outreach efforts with local chambers of commerce and other organizations and agencies that engage in business growth activities. DCA shall include in its monitoring reports a schedule of events and activities under this section.
  - d. HUD may, at its discretion, direct Recipients to increase their outreach efforts or direct them to focus their outreach efforts to particular groups, organizations or a subset of Section 3 residents or Section 3 businesses. Outreach efforts for all Section 3 activities should include, but are not limited to, posting notices on its website, posting notices in the common areas or other prominent areas of its housing developments, advertising through local media, such as community television networks, newspapers of general circulation, minority owned newspapers, local business trade magazines/flyers, radio advertising, and internet media outlets (ex. Face book, Twitter, etc.).
  - e. DCA agrees to utilize the Section 3 Business Registry program provided by HUD and to encourage Section 3 individuals and businesses to sign up for the Business Registry.

B. Section 3 Monitoring and Enforcement by DCA

1. DCA shall establish an active Section 3 enforcement and monitoring process applicable to itself and to its Subrecipients and assign or designate appropriate personnel to do so, consistent with the terms of this Agreement. The enforcement and monitoring process must provide a methodology capable of monitoring the State's internal compliance with Section 3 and this Agreement, and monitoring contractors, subcontractors and private property management companies' compliance with Section 3. DCA shall refrain from knowingly entering into contracts with any contractor currently in violation of Section 3 pursuant to 24 CFR § 135.32(d).

## VI. FAIR HOUSING TRAINING

- A. DCA will train their employees and contractor representatives (and those of their sub-recipients) who are responsible for the implementation of recovery programs on the requirements of the Affirmatively Furthering Fair Housing regulations and on civil rights compliance.
- B. The State will, within ninety (90) days of HUD's approval of this Agreement, require its employees, contractor representatives and agents and those of Subrecipients, charged with implementation of recovery programs, to participate in training on Affirmatively Furthering Fair Housing and on civil rights compliance, provided by HUD or by some entity approved by HUD using a curriculum approved by HUD. The training will be recorded in video format and all Subrecipients' principals shall certify that they have viewed the training prior to and as a condition of all contracts.
- C. The Respondent shall forward to HUD objective evidence of the successful completion of training required by this Agreement in the form of a Certificate or a letter from the entity conducting the training, together with a list of participants, within five (5) days of the completion of the training, as evidence of compliance.

## VII. PREPARE A 2015 ANALYSIS OF IMPEDIMENTS

- A. The State agrees by January 15, 2015 to prepare its 2015 Analysis of Impediments to Fair Housing Choice (AI) including identifying post-storm impediments to fair housing in the storm affected counties as required by HUD's March 2013 Notice, and to submit the AI to HUD for review and approval.
- B. HUD agrees to provide technical assistance to the State regarding its preparation of the 2015 Analysis of Impediments and the State agrees to request technical assistance when preparing the AI.

## VIII. REPORTING AND RECORDKEEPING

- A. Quarterly reporting. DCA will provide to FHEO and Complainants a quarterly report with the following information to track compliance with this Agreement:
1. The first Report will be due August 1, 2014. Thereafter, Reports will be due quarterly for the duration of the Agreement.
  2. An updated list of each applicant to RREM and the LMI Homeowners Program that provides the application ID, application status (i.e. approved, wait listed, rejected, still processing, in appeal), LMI status, LEP status, race, ethnicity, zip code, municipality, and county without personally identifying information.
  3. The most current list of all units and projects funded through FRM, FRM-PHA, SSNHF, and all other programs in Section 4.2 of the Action Plan, including street address, municipal location, family/senior/supportive status, and income levels served. The State will also post this information on DCA's Sandy Website.
- B. Quarterly Reporting on LEP. DCA will submit to FHEO and Complainants an Implementation Report ("Report") on a quarterly basis that quantifies all requests for LEP services, LEP services that have been provided, and also identifies all actions taken to implement the Agreement.
1. The first Report will be due August 1, 2014. Thereafter, Reports will be due quarterly for the duration of the Agreement.
  2. Each Report shall contain a summary and a numerical count of all requests for LEP services and all LEP services that have been provided by DCA.
  3. Each Report shall contain a narrative regarding DCA's monitoring of sub-recipients' LAPs and LEP compliance and provide an overview of DCA's findings.
  4. In the Reports due August 1 of each year for the remainder of the Agreement, DCA will submit an updated LAP to HUD for approval. If DCA has not updated the LAP, the Report shall contain an explanation of why DCA's current LAP is effective and sufficient and does not require updating.
- C. Quarterly Reporting. DCA will provide to FHEO and Complainants and concurrently post on DCA's Sandy Website a quarterly report with the following information to track compliance with this Agreement:



1. The first Report will be due August 1, 2014. Thereafter, Reports will be due quarterly for the duration of the Agreement.
  2. DCA will report cumulative numbers on of households served by FRM, FRM-PHA and SSNHF including household income as a percentage of area median family income as defined by HUD, the race and ethnicity of the head of the household if available, the household's LEP status, zip code, Census tract, municipality, and county.
  3. DCA will provide updated lists of all projects funded through all infrastructure, small business, economic development, and other programs with municipal location and LMI benefit, and the methodology used to determine that LMI benefit.
  4. DCA will provide total LMI benefit of all projects funded to date.
- D. Simultaneous with its quarterly submission to HUD, DCA will post reports on its Sandy Website containing all data reported in the HUD Disaster Recovery Grant Reporting System (DRGR) with respect to Superstorm Sandy.
- E. Recipients will cooperate with all requests from Complainants and other members of the public pursuant to the New Jersey Open Public Records Act. Nothing contained in this Agreement shall be construed to limit or affect Complainants' or any other parties' rights to request documents pursuant to the New Jersey Open Public Records Act.
- F. DCA shall require all Subrecipients of CDBG-DR funding to collect data that enables timely compliance with this section.
- G. Recordkeeping. During the term of this Agreement, DCA shall maintain the following records and upon request, make these records available for review by the Department. See 24 C.F.R. §§ 570.490, 570.492 and 570.493.
1. DCA shall maintain a monitoring file for each Subrecipient. The file will include: 1) any documentation regarding any LEP guidance or technical assistance provided by the Recipient; and 2) any documentation of Four-Factor Analyses and LAPs, or comparable documents, that were prepared by sub-recipients pursuant to Section VI. of this Agreement.
  2. DCA shall maintain files containing documentation of its efforts to meet the obligations of this Agreement and documentation of the information used to generate any of the reports required pursuant to this Agreement.
  3. DCA shall require all Subrecipients of CDBG-DR funding to retain and provide to DCA all records containing documentation of its efforts to meet the obligations of this Agreement and documentation



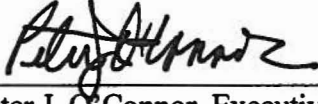
of the information used to generate any of the reports required pursuant to this Agreement.

## IX. MONITORING AND COMPLIANCE WITH THIS AGREEMENT

- A. The Recipients and Complainants will share information, hold periodic meetings and agree to participate in good faith in special meetings called by any Party to address compliance issues. Complainants agree to provide the Recipients notice of an alleged violation of the Agreement. Within 20 days of the notice the parties agree to meet and confer to discuss the alleged violations raised by Complainants prior to seeking enforcement through court proceedings.
- B. An action by Complainants or any of them for breach of this Agreement may not be commenced until and unless the Recipients have been given written notice specifying the basis for the assertion of a material breach, a reasonable opportunity to cure in accordance with Section 11A, and have failed to cure or take steps to cure. Each party agrees that, in the event of a breach of this Agreement, the harmed party is limited to seeking injunctive relief to compel compliance with this Agreement, and reasonable attorney's fees related to any action to enforce the Agreement. Jurisdiction to enforce the agreement through a civil action by Complainants shall lie in the United States District Court or in New Jersey state court with venue in Superior Court, Law Division, Mercer County or Superior Court, Appellate Division, as applicable.
- C. FHEO will monitor compliance with this Agreement, which may include, but is not limited to: reviewing reports required by this Agreement;; interviewing the Recipients' staff and beneficiaries; conducting on-site reviews; and examining documents. By this Agreement, the Recipients will assure full cooperation with the monitoring review undertaken by the Department and assures it will produce requested data or information in a timely fashion.
- D. Upon a finding of material non-compliance with this Agreement, FHEO will provide the Recipients with a written statement specifying the facts of the alleged material non-compliance and a reasonable opportunity to resolve or cure the alleged material non-compliance including an opportunity to meet and provide evidence supporting compliance. If after the above process, the Recipients have not satisfactorily resolved the claims of material non-compliance, the Department may take any contractual, statutory, administrative or regulatory remedy available to the Department to resolve the outstanding findings of non-compliance, including but not limited to referral to the Attorney General of the United States, to commence a civil action in the appropriate U. S. District Court, pursuant to §§ 810(c) and 814(b) (2) of the Act. The Recipients retain any due process or other rights to review or appeal the Department's determination. It is understood that no conditions in this Agreement, however, will limit or restrict the Department's legal rights to enforce Title VI or other applicable laws and regulations.
- E. Prior to the expiration of any timeframe in this Agreement, the Recipients may submit a request for an extension supported by documentation of good cause. The Department shall review requests for extensions and grant them as a modification to this Agreement if they are reasonable, which shall be in their sole discretion to determine.

- F.** Failure by HUD or Complainants to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so regarding to other deadlines and provisions of this Agreement. Furthermore, HUD's or Complainants' failure to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of the Recipient under this Agreement.
- G.** If any section of this Agreement is determined by a court to be in violation of the laws of the State, federal law or regulation, or against public policy, that section shall be severable and the remainder of the Agreement shall continue to operate in full force.
- H.** This Agreement contains the entire Agreement and understanding between the Parties. With respect to this Agreement, no representations, promises, agreements or understandings, written or oral, not herein contained shall be valid or binding unless the same is in writing and signed by the party intended to be bound.
- I.** This Agreement is the result of conciliation negotiations undertaken in good faith and in that regard the rule of contractual construction that an ambiguous term shall be construed against the drafter shall not be employed.
- J.** Each of the Parties represents and warrants to the others that it has had this Agreement reviewed by counsel prior to execution.

X. SIGNATURES



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Peter J. O'Connor, Executive Director  
FAIR SHARE HOUSING CENTER, COMPLAINANT



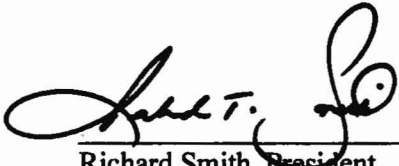
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Date

Frank Argote-Freyre

Frank Argote-Freyre, President  
LATINO ACTION NETWORK, COMPLAINANT

MAY 29, 2014

Date



Richard Smith, President  
COMPLAINANT NJ STATE CONFERENCE  
OF THE NAACP

05.29.2014

Date

  
COUNSEL FOR COMPLAINANTS

5/29/14  
Date

*7c*

*5-30-14*

[RESPONDENT]

Date

  
\_\_\_\_\_  
COUNSEL FOR RESPONDENTS

5/30/14  
\_\_\_\_\_  
Date



Sara K. Pratt

OFFICE OF FAIR HOUSING AND EQUAL  
OPPORTUNITY

5/30/14  
Date

## State of New Jersey Standard Terms and Conditions

1. **STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT**- Unless the bidder/offeror is specifically instructed otherwise in the Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. In the event that the bidder/offeror would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the RFP, the bidder/offeror must present those conflicts during the Question and Answer period for the State to consider. Any conflicting terms and conditions that the State is willing to accept will be reflected in an addendum to the RFP. The State's terms and conditions shall prevail over any conflicts set forth in a bidder/offeror's proposal that were not submitted through the question and answer process and approved by the State. Nothing in these terms and conditions shall prohibit the Director of the Division of Purchase and Property (Director) from amending a contract when the Director determines it is in the best interests of the State.
  
2. **STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS** - The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
  
- 2.1 **BUSINESS REGISTRATION** – Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue.  
  

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.
  
- 2.2 **ANTI-DISCRIMINATION** - All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.
  
- 2.3 **PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on [this proposal] is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by [this proposal] has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by [this proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.
  
- 2.4 **AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101, et seq.
  
- 2.5 **MACBRIDE PRINCIPLES** – The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.
  
- 2.6 **PAY TO PLAY PROHIBITIONS** – Pursuant to N.J.S.A. 19:44A-20.13 et seq (L.2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:
  - a. make or solicit a contribution in violation of the statute;
  - b. knowingly conceal or misrepresent a contribution given or received;
  - c. make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;

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- d. make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee;
- e. engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- f. fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- g. engage in any exchange of contributions to circumvent the intent of the Legislation; or
- h. directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

**2.7 POLITICAL CONTRIBUTION DISCLOSURE** – The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888) 313-3532 or on the internet at <http://www.elec.state.nj.us/>.

**2.8 STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraphs 2.8a through 2.8e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

**2.9 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE** - Pursuant to L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set

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off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

- 2.10 COMPLIANCE - LAWS** - The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 2.11 COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of [this proposal] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 3. STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT**
- 3.1 COMPLIANCE - CODES** – The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.
- 3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT** - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.
- 3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS** - N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:
- a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not 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 contracting officer setting forth the provisions of this nondiscrimination clause;
  - b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
  - c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or 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.

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N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows;

1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
  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, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
  3. 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.
  4. In conforming with the targeted 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- 3.4 **BUILDING SERVICE** – Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.
- 3.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.
- 3.6 **SERVICE PERFORMANCE WITHIN U.S.** – Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b)(1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

- 3.7 **BUY AMERICAN** – Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the contractor shall be required to so certify.

## 4. **INDEMNIFICATION AND INSURANCE**

- 4.1 **INDEMNIFICATION** - The contractor's liability to the State and its employees in third party suits shall be as follows:
- (a) Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.
  - (b) The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions.
  - (c) In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

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- 4.2 INSURANCE** - The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A- VIII or better rating by A.M. Best & Company. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, and the certificates shall reflect that the insurance policies shall not be canceled for any reason except after sixty (60) days written notice to the State. Certificates of renewals shall be provided within thirty (30) days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, PO Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancellation shall be emailed to the State at:

ccau.certificate@treas.state.nj.us

The insurance to be provided by the contractor shall be as follows:

- a. Occurrence Form Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.
- b. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit. The State must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
  - \$1,000,000 BODILY INJURY, EACH OCCURRENCE
  - \$1,000,000 DISEASE EACH EMPLOYEE
  - \$1,000,000 DISEASE AGGREGATE LIMIT
- d. This \$1 million amount may have been raised by the RFP when deemed necessary by the Director.
- e. In the case of a contract entered into pursuant to N.J.S.A. 52:32-17, et.seq., (small business set asides) the minimum amount of insurance coverage in subsections a., b., and c. above may have been lowered in the RFP for certain commodities when deemed in the best interests of the State by the Director.

## **5. TERMS GOVERNING ALL CONTRACTS**

- 5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR** – The contractor's status shall be that of any independent contractor and not as an employee of the State.
- 5.2 CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the RFP form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of the RFP or any contract entered into as a result of the RFP.
- 5.3 CONTRACT TERM AND EXTENSION OPTION** - If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least thirty (30) days prior to the expiration date of the existing contract. The contractor shall have fifteen (15) calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions including pricing of the original contract shall apply unless more favorable terms for the State have been negotiated.
- 5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK** – The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the

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Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- (a) If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price.
- (b) If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

**5.5 CHANGE IN LAW** – Whenever a change in applicable law or regulation affects the scope of work, the Director shall provide written notice to the contractor of the change and the Director's determination as to the corresponding adjusted change in the scope of work and corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- (a) If the contractor does not agree with the adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the adjusted contract price. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price.
- (b) If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

**5.6 SUSPENSION OF WORK** - The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

**5.7 TERMINATION OF CONTRACT**

- a. For Convenience  
Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than thirty (30) days written notice to the contractor.
- b. For Cause
  1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days notice to the contractor with an opportunity to respond.
  2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days notice to the contractor with an opportunity to respond.
- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

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## 5.8 **SUBCONTRACTING OR ASSIGNMENT** –

- a. **Subcontracting**: The contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.
- b. **Assignment**: The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

## 5.9 **NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE** - Nothing contained in any of the contract documents, including the RFP and vendor's bid or proposal shall be construed as creating any contractual relationship between any subcontractor and the State.

## 5.10 **MERGERS, ACQUISITIONS** - If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within thirty (30) days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

## 5.11 **PERFORMANCE GUARANTEE OF CONTRACTOR** - The contractor hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

## 5.12 **DELIVERY REQUIREMENTS** -

- a. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract.
- b. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.
- c. Items delivered must be strictly in accordance with the contract.
- d. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.



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- 5.13 APPLICABLE LAW AND JURISDICTION** - This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.
- 5.14. CONTRACT AMENDMENT** – Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.
- 5.15 MAINTENANCE OF RECORDS** - The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless otherwise specified in the RFP. Such records shall be made available to the State, including the Comptroller, for audit and review.
- 5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)** - The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

- a. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder.
- b. It shall advise the Attorney General of New Jersey:
  1. in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;
  2. immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- c. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey.
- d. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

## **6. TERMS RELATING TO PRICE AND PAYMENT**

- 6.1 PRICE FLUCTUATION DURING CONTRACT** - Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

- 6.2 TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

## **6.3 PAYMENT TO VENDORS** -

- a. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by

## State of New Jersey Standard Terms and Conditions

- the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.
- b. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the original Bill of Lading, express receipt and other related papers must be sent to the State Contract Manager or using agency on the date of each delivery. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized.
  - c. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at [www.nj.gov/treasury/purchase/forms/Vendor\\_Timesheet.xls](http://www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls).
  - d. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646.

**6.4 OPTIONAL PAYMENT METHOD: P-CARD** - The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

**6.5 NEW JERSEY PROMPT PAYMENT ACT** - The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

**6.6 AVAILABILITY OF FUNDS** – The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenues.

**Trinitas Regional Medical Center  
Combined Heat and Power  
RFP**

**for**

**EPC Contractors**

**Attachments 4.0**

**INFORMATION FOR  
NJEDA LABOR STANDARDS COMPLIANCE**

## **NJEDA LABOR STANDARDS COMPLIANCE REQUIREMENTS**

This project is subject to the following and all bidders shall be required to comply with the following:

- A. Section 3 of the Housing and Urban Development Act of 1968
- B. Federal Labor Standards Provisions
- C. The provisions of the Davis-Bacon and Related Acts, federal prevailing wage determinations and New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et. Seq.)
- D. Anti-Kickback Regulations under Section 2 of the Act of June 13, 1934, known as the Copeland Act.
- E. Equal Employment Opportunity
- F. Affirmative Action requirements (P.L. 1975, C.127, N.J.S.A. 10:5-1 et. Seq.) 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.

### **Section 3 of the Housing and Urban Development Act of 1968**

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended), requires that economic opportunities generated by certain HUD financial assistance for housing (including Public and Indian Housing) and community development programs shall, to the greatest extent feasible, be given to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for these persons. Section 3 does apply to all professional services and construction contracts of at least \$100,000.

#### **Section 3 Clause –**

##### **Section Compliance in the Provision of Training, Employment and Business Opportunities**

- 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). NJEDA- CDBG-DR Administrative Manual (Revised 6/10/15) 90 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).

### **Federal Labor Standards Provisions**

This project is required to comply with the labor standards provisions as outlined in form HUD-4010.

### **Davis Bacon and Related Act and NJ Prevailing Wage Act**

All laborers and mechanics employed by construction contractors or sub-contractors under contract in excess of \$2,000 financed in whole or in part with grants or loans under the CDBG/DR Program shall be paid wages at rates not less than those prevailing on similar construction. The Davis-Bacon Act as amended (40 U.C.S. 276(a)- et seq) applies to the rehabilitation of residential property only if such property equals or exceeds eight units.

### **Copeland Act**

The Copeland Act, known as the "anti-kickback" prohibition, is applicable to work performed by laborers and mechanics. Implementing Department of Labor regulations provide that all laborers and mechanics shall be paid unconditionally and not less often than once a week and without subsequent deduction or rebate except "permissible" salary deductions. Contractors and sub-contractors are required to submit appropriate weekly compliance statements and payrolls to the Contractors, subcontractors, borrower, and/or sub-recipients.

### **Equal Employment Opportunity**

The selected bidder must comply with a range of Equal Employment Opportunity (EEO) requirement including but not limited to:

- A. The affordance of equal opportunities to all persons;
- B. The prohibition against person being excluded or denied program benefits on the basis of race, color, religion, sex, national origin, age or disability;
- C. The inclusion of and outreach to small, minority, women and veteran-owned businesses; and
- D. Section 3 resident and business employment, training, and contracting opportunities.

Prospective bidders and the selected contractor should familiarize themselves with the NJEDA CDBG-DR Administrative Manual found at [www.njeda.com/sandyconstruction](http://www.njeda.com/sandyconstruction). Additional information on Equal Employment Opportunity requirements can be found in Chapter VI.

### **Affirmative Action**

N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows;

- a. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2. NJEDA- CDBG-DR Administrative Manual (Revised 6/10/15) 72

- b. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- c. 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.
- d. In conforming with the targeted 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

This project is also subject to the goals for both its federally involved and non-federally involved construction. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

**MINORITY PARTICIPATION GOALS**

COUNTY	MIN. GOAL (%)	COUNTY	MIN.GOAL (%)
Atlantic	18	Middlesex	24
Bergen	22	Monmouth	15
Burlington	15	Morris	16
Camden	19	Ocean	7
Cape May	5	Passaic	36
Cumberland	27	Salem	10
Essex	53	Somerset	20
Gloucester	9	Sussex	4
Hudson	60	Union	45
Hunterdon	3	Warren	5
Mercer	30		

NEW JERSEY ECONOMIC DEVELOPMENT  
**HUD Programs - Energy Resilience Bank (ERB)**  
 Labor Standards (LS) / EEO/ Affirmative Action (AA)/ Section 3 (S3)

Bid Package Document Check List

**Forms can be located on the NJEDA's website at:**

[www.njeda.com/affirmativeaction](http://www.njeda.com/affirmativeaction)

**Instructions**

The following is a complete list of documents for LS/ EEO/ AA/ S3 compliance for the general contractor and their subcontractors.

- \* Each Bidder must download the "**Complete Construction Package Documents and Mandatory Contract Language**" from the NJEDA's website. (numbers 1-31)
- \* BOX A - Each document the bidder must submit **with their bid**.
- \* BOX B- The named General Contractor must submit **prior to contract execution items**.
- \* BOX C- Mandetory Contract Language- items in this box do not require submission back to the EDA, but must be included each contract.
- \* BOX D- The awarded General Contractor will be responsible for items **on a monthly basis**. Site monitoring and certified payroll requirements will be discussed during the Pre-Construction Meeting to be scheduled.
- \* BOX E - The awarded Subrecipient and General Contractor will be responsible to submit with completion of project.

Item No.	Complete Construction Package Documents and Mandatory Contract Language	√ Received by with bid package
1	HUD - 4010 Federal Labor Standards	
2	Certification of Bidder Regarding EEO	
3	Certification by Proposed Subcontractor Regarding EEO	
4	Subrecipient and General Contractor Affirmative Action / EEO/ Prevailing Wage Addendum to Construction Contracts and Bid Documents	
5	Affirmative Action / EEO/ Prevailing Wage Addendum to Construction Contracts and Bid Documents (General Contractor and Subcontractor/s)	
6	Certification of Bidder ERB Federal Labor Standards and Davis Bacon Act	
7	NJEDA Sandy SUB Certification of Labor Standards and Davis Bacon Act	
8	<b>Preliminary</b> Prevailing Wage Determinations (PWDs) - Federal, Statewide, State-COUNTY (for bidding and cost estimating purposes ONLY and to be issued by the Municipality)	
9	U.S. Department of Labor Payroll Form (ONB No. 1235-0008 Certified Payroll) WH-347	
10	NJEDA Project Wage Rate Sheet	
11	WH 347 Certified Payroll Coversheet	
12	WH- 347 Certified Payroll Review Checklist	
13	4 Labor Standards Posters	
14	NJEDA Initial Construction Project Workforce Manning Report (AA Form 1 SAMPLE)	
15	NJEDA Sub-Contractor Projection Form (AA Form 1a)	
16	NJEDA Sandy Monthly Project Workforce Report Construction (AA Form 2 SAMPLE)	
17	Exhibit 1 Section 3 Bidders Proposed Contracts and Subcontractors	
18	Exhibit 2 Section 3 Business Certification Form	
19	Exhibit 3 Bidders Estimated New Hires	
20	Exhibit 4 Section 3 Employee & Trainee Data	
21	Exhibit 5 Section 3 Employee Household Income Certification	
22	Exhibit 6 Certification of Bidder Regarding Section 3 and Segregated Facilities	
23	Exhibit 7 Bidder Certification of Proposed SUBS regarding Section 3 and Segregated Facilities	
24	Exhibit 8 Section 3 Plan Agreement	
25	Exhibit 9 Section 3 Plan Statement of Commitment	
26	Exhibit 10 Section 3 Projected Utilization Plan	
27	Appendix A Section 3 Clause	
28	Appendix B Section 3 Contractors Business Monthly Utilization Form	
29	Appendix C Section 3 New Hires Compliance Form 12	
30	NJEDA Prevailing Wage AA EEO SWMVBCE Completion Certificate GC & SUBS	
31	NJEDA Prevailing Wage AA EEO SWMVBCE Completion Certificate SUBRECIPIENT/ GC	



<b>Box A</b>		
<b>Item No.</b>	<b>Documents to be Completed and Submitted <i>with the Construction Bid (per Bidder)</i></b>	<b>√ Submitted to the NJEDA</b>
2	Certification of Bidder Regarding EEO	
6	Certification of Bidder ERB Federal Labor Standards and Davis Bacon Act	
17	Exhibit 1 Section 3 Bidders Proposed Contracts and Subcontractors	
18	Exhibit 2 Section 3 Business Certification Form	
19	Exhibit 3 Bidders Estimated New Hires	
22	Exhibit 6 Certification of Bidder Regarding Section 3 and Segregated Facilities	
24	Exhibit 8 Section 3 Plan Format Agreement	
25	Exhibit 9 Section 3 Plan Statement of Commitment	
26	Exhibit 10 Section 3 Projected Utilization Plan	
<b>Letter</b>	<b>No New Hire Letter</b> (letter of explanation if no new hires will be utilized on this project, <i>must be on company letterhead</i> )	

<b>Box B</b>		
<b>Item No.</b>	<b>Documents Due After Award by General Contractor <i>but Before Contract Execution</i></b>	<b>√ Submitted to the NJEDA</b>
10	NJEDA Project Wage Rate Sheet <b>NOTE: OFFICIAL Prevailing Wage Determinations are issued at this time NJ State (County and Statewide) and Federal</b>	
7	NJEDA Sandy SUB Certification of Labor Standards and Davis Bacon Act	
3	Certification by Proposed Subcontractor Regarding EEO	
4	Subrecipient and General Contractor Affirmative Action / EEO/ Prevailing Wage Addendum to Construction Contracts and Bid Documents	
5	Affirmative Action / EEO/ Prevailing Wage Addendum to Construction Contracts and Bid Documents (General Contractor and Subcontractor/s)	
14	NJEDA Initial Construction Project Workforce Manning Report (AA Form 1 SAMPLE) <b>Electronic Submission required</b>	
15	NJEDA Sub-Contractor Projection Form (AA Form 1a)	
20	Exhibit 4 Section 3 Employee & Trainee Data	
21	Exhibit 5 Section 3 Employee Household Income Certification	
23	Exhibit 7 Bidder Certification of Proposed SUBS regarding Section 3 and Segregated Facilities	

<b>Box C - MANDATORY CONTRACT LANGUAGE</b>		
<b>Item No.</b>	<b>Documents to be included in all contracts and subcontracts at all tiers or posted at the construction site</b>	<b>√ Included in Contract</b>
1	HUD - 4010 Federal Labor Standards - <i>Must be included in each construction contract</i>	
13	4 Labor Standards Posters - <i>Must be posed on the construction job site</i>	
8	Official Prevailing Wage Determinations (PWDs) - Federal, Statewide, State-COUNTY - <i>Must be posted on the construction job site and in each construction contract over \$2000</i>	
27	Appendix A Section 3 Clause- <i>Must be included in each construction contract</i>	

<b>Box D</b>		
<b>Item No.</b>	General Contractor Notification of <i>Monthly</i> Compliance Requirements and Site Monitoring	√ Submitted to the NJEDA
9	ONB No. 1235-0008 Certified Payroll Form (original ink signatures required)	
11	WH 347 Certified Payroll Coversheet	
12	WH- 347 Certified Payroll Review Checklist	
16	NJEDA Sandy Monthly Project Workforce Report - Construction (AA Form 2 SAMPLE) <b>NOTE: this form requires online registration and monthly electronic submission</b>	
28	Appendix B Section 3 Contractors Business Monthly Utilization Form	
29	Appendix C Section 3 New Hires Compliance	

<b>Box E</b>		
<b>Item No.</b>	Project Completion- Documents submitted with <i>last certified payroll ONLY</i>	√ Submitted to the NJEDA
30	NJEDA Prevailing Wage AA EEO SWMVBE Completion Certificate GC & SUBS	
31	NJEDA Prevailing Wage AA EEO SWMVBE Completion Certificate SUBRECIPIENT/ GC	

## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, 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 I(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 particular 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 on 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 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.

**(ii) (a)** 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 and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** 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, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 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. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** 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 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of 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.

**(iii)** 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.

**(iv)** 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** 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 on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. 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 any 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, 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 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** 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:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) 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;

(3) 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.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) 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 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, sponsor, applicant or owner, 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.

#### 4. Apprentices and Trainees.

(i) **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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 the Office of Apprenticeship Training, Employer and Labor Services 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 above, 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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

(ii) **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 on 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 on 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 on the wage determination for the 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 on 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.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. 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

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** 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 Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. 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 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 clause set forth in subparagraph (1) of this paragraph, 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 clause set forth in subparagraph (1) of this paragraph, 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 the clause set forth in subparagraph (1) of this paragraph.

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**(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 other Federal contract with the same prime contract, 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 clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and 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 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**CERTIFICATION OF BIDDER  
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Sandy EEO Bid Form 1

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INSTRUCTIONS

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This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instruction, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

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CERTIFICATION BY BIDDER

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NAME AND ADDRESS OF BIDDER (Include ZIP Code):

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1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

YES                       NO

2. Compliance reports were required to be filled in connection with such contract or subcontract.

YES                       NO

3. Bidder has filed all compliance reports due under applicable instruction.

YES                       NO

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

YES                       NO

---

NAME AND TITLE OF SIGNER (Please print or type below:)

---

SIGNATURE

DATE



**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

NJEDA HUD Sandy EEO Bid Form 2

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NAME OF PRIME CONTRACTOR

PROJECT NUMBER

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INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instruction, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

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SUBCONTRACTOR'S CERTIFICATION

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NAME AND ADDRESS OF SUBCONTRACTOR (Include Zip Code)

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1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

YES                       NO

2. Compliance reports were required to be filled in connection with such contract or subcontract.

YES                       NO

3. Subcontractor has filed all compliance reports due under applicable instructions.

YES                       NO

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

YES                       NO

---

NAME AND TITLE OF SIGNER (Please print or type below:)

---

SIGNATURE

DATE

**SUBRECIPIENT AND GENERAL CONTRACTOR  
AFFIRMATIVE ACTION / EEO / SECTION 3 / PREVAILING WAGE ADDENDUM  
TO consultant CONTRACTS AND BID DOCUMENTS**

NJEDA PROJECT #: \_\_\_\_\_  
PROJECT NAME: \_\_\_\_\_  
DATE OF ACTUAL OR PROJECTED CONTRACT AWARD TO CONSULTANT: \_\_\_\_\_

I/We, the undersigned certify to the New Jersey Economic Development Authority that the Authority's "Affirmative Action-EEO/Section 3/Prevailing Wage Addendum to "Consultant Contract and Bid Documents" will be included as part of all bid documents and consultant contracts and be signed by each of the following in the signature boxes below:

- 1.) **The ERB Subrecipient receiving financial assistance**
- 2.) **The General Contractor, Prime Contractor, or Consultant Manager that is responsible for coordinating subcontractors**

<b>1. ERB SUBRECIPIENT</b>	_____
	1a.) Subrecipient coordinating with the Consultant and Subconsultants
	_____
	1b.) Mailing Address of Subrecipient (Street Address / P.O./ City / State/ Zip)
	_____
	1c.) Phone: _____
	1d.) Name and Title of Authorized Signatory of the Subrecipient above in 1a.
	_____
X	
1e.) Signature of Authorized Person (Please sign in blue ink above)	
_____	
1f.) Date of Signature	
_____	
1g.) Phone: _____	
1h.) Name of Person in Payroll, Accounting, etc. responsible for preparing monthly reports	
_____	

<b>2. GENERAL CONTRACTOR, PRIME OR Consultant MGR.</b>	_____
	2a.) Company Name of General Contractor, Prime Contractor, or consultant Mgr. coordinating all subconsultants
	_____
	2b.) Mailing Address of General Contractor, Prime Contractor, or consultant Mgr. (Street Address / P.O./ City / State/ Zip)
	_____
	2c.) Phone: _____
	2d.) Name and Title of Authorized Signatory of the General Contractor, Prime Contractor or consultant Mgr. above in 2a.
	_____
X	
2e.) Phone: _____	
2f.) Signature of Authorized Person (Please sign in blue ink above)	
_____	
2g.) Phone: _____	
2h.) Name of Person in Payroll, Accounting, etc. responsible for preparing monthly reports	
_____	



**THIS DOCUMENT MUST BE SIGNED BY THE SUBRECIPIENT AND  
CONSULTANT AS PART OF COMPLIANCE**

**GENERAL CONTRACTOR AND SUBCONTRACTOR  
AFFIRMATIVE ACTION / EEO / SECTION 3 / PREVAILING WAGE ADDENDUM  
TO CONSTRUCTION CONTRACTS AND BID DOCUMENTS**

NJEDA PROJECT #: \_\_\_\_\_  
PROJECT NAME: \_\_\_\_\_  
DATE OF ACTUAL OR PROJECTED CONTRACT AWARD TO PRIME CONTRACTOR: \_\_\_\_\_

I/We, the undersigned certify to the New Jersey Economic Development Authority that the "General Contractor and Bid Documents" will be included as part of all bid documents and construction contracts and be signed **by each** of the following in the signature boxes below:

- 1.) **The General Contractor, Prime Contractor, or Construction Manager that is responsible for coordinating subcontractors**
- 2.) **Any Subcontractor (All Tiers) performing construction trade labor**

<b>1. GENERAL CONTRACTOR, PRIME OR CONSTRUCTION MGR.</b>	_____
	1a.) Company Name of General Contractor, Prime Contractor, or Construction Mgr. coordinating all subcontractors
	_____
	1b.) Mailing Address of General Contractor, Prime Contractor, or Construction Mgr. (Street Address / P.O./ City / State/ Zip)
	_____
	1c.) Phone: _____
	1d.) Name and Title of Authorized Signatory of the General Contractor, Prime Contractor or Construction Mgr. above in 1a. <b>X</b>
	_____
1e.) Signature of Authorized Person (Please sign in blue ink above)	
_____	
1f.) Date of Signature	
_____	
1g.) Phone: _____	
1h.) Name of Person in Payroll, Accounting, etc. responsible for preparing monthly reports	

<b>2. SUBCONTRACTOR</b>	_____
	2a.) Company Name of Subcontractor (all tiers)
	_____
	2b.) Mailing Address of Subcontractor (Street Address / P.O./ City / State/ Zip)
	_____
	2c.) Phone: _____
	2d.) Name and Title of Authorized Signatory of the Subcontractor above in 2a. <b>X</b>
	_____
2e.) Phone: _____	
2f.) Signature of Authorized Person (Please sign in blue ink above)	
_____	
2g.) Phone: _____	
2h.) Name of Person in Payroll, Accounting, etc. responsible for preparing monthly reports	



**THIS DOCUMENT MUST BE SIGNED BY  
THE GENERAL CONTRACTOR AND EACH  
SUBCONTRACTOR AS PART OF COMPLIANCE**

**CERTIFICATION OF BIDDER**  
**HUD PROGRAMS**  
**FEDERAL LABOR STANDARDS PROVISIONS - DAVIS-BACON ACT and "RELATED ACTS"**  
**INSTRUCTIONS**

**Bidder**

This certification is required to insure that the proposed Bidder understands that the Project or Program to which the construction work covered by any construction greater than \$2,000, is being assigned by the United States of America and that the various Federal Labor Standards Provisions, summarized in the form HUD-4010, "Federal Labor Standards Provisions" are included in any such contract, pursuant to the provisions applicable to such Federal assistance. In addition, the Subrecipient also understands that they are also subject to the New Jersey State Prevailing Wage Act and Regulations (N.J.S.A. 34:11 - 56.25). The higher of the two wage rates shall be the wage rate used. Nothing, however, shall prohibit the payment of more than the prevailing wage rate to any construction worker employed on the construction project.

Furthermore, the proposed Bidder understands and agrees that form HUD-4010, "Federal Labor Standards Provisions", must be included and attached to each and every construction bid document and/or construction contract greater than \$2,000, that is subject to the Davis-Bacon Act and "Related Acts" and the New Jersey State Prevailing Wage Act and Regulations (N.J.S.A. 34:11 - 56.25).

**Wage Determinations** - Federal prevailing wage rates for construction labor cost estimates can be obtained from the Wage Determinations Online system:

<http://www.wdol.gov/>

State of New Jersey prevailing wage rates may be obtained from the New Jersey Department of Labor and Workforce Development, Office of Wage and Hour Compliance at:

[http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing\\_wage\\_determinations.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html)

**Wage Determination Posting** - Contractors and sub-contractors shall post the prevailing wage rates for each craft and classification in a prominent and easily accessible place at the site of the work, or at such places as are used by them to pay workers.

The undersigned is required to ensure that all specifications and/or contracts include all applicable Federal and State of New Jersey wage rate determinations and the required labor standards provisions summarized by **form HUD-4010, "Federal Labor Standards Provisions."**

**Weekly Certified Payrolls** - It is the responsibility of each contractor and sub-contractor to submit weekly certified payrolls for project work (<http://www.dol.gov/whd/forms/wh347.pdf>)

---

**CERTIFICATION BY Bidder**

---

NAME AND ADDRESS OF Bidder (Include ZIP Code):

---

NAME AND TITLE OF SIGNER (Please print or type below):

---

SIGNATURE

DATE

SUBMIT TO: [lyoung@njeda.com](mailto:lyoung@njeda.com) - or: to NJEDA - PO Pox 990 Trenton, NJ 08625-0990 Attn: Labor Compliance Officer

**CERTIFICATION OF SUBCONTRACTOR  
HUD PROGRAMS  
FEDERAL LABOR STANDARDS PROVISIONS - DAVIS-BACON ACT and "RELATED ACTS"  
INSTRUCTIONS**

**Sub-Contractor**

This certification is required to insure that the sub contractor understands that the Project or Program to which the construction work covered by any construction greater than \$2,000, is being assigned by the United States of America and that the various Federal Labor Standards Provisions, summarized in the form HUD-4010, "Federal Labor Standards Provisions" are included in any such contract, pursuant to the provisions applicable to such Federal assistance. In addition, the general contractor also understands that they are also subject to the New Jersey State Prevailing Wage Act and Regulations (N.J.S.A. 34:11 - 56.25). The higher of the two wage rates shall be the wage rate used. Nothing, however, shall prohibit the payment of more than the prevailing wage rate to any construction worker employed on the construction project.

Furthermore, the sub contractor understands and agrees that form HUD-4010, "Federal Labor Standards Provisions", must be included and attached to each and every construction bid document and/or construction contract greater than \$2,000, that is subject to the Davis-Bacon Act and "Related Acts" and the New Jersey State Prevailing Wage Act and Regulations (N.J.S.A. 34:11 - 56.25).

**Wage Determinations** - Federal prevailing wage rates for construction labor cost estimates can be obtained from the Wage Determinations Online system:

<http://www.wdol.gov/>

State of New Jersey prevailing wage rates may be obtained from the New Jersey Department of Labor and Workforce Development, Office of Wage and Hour Compliance at:

[http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing\\_wage\\_determinations.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html)

**Wage Determination Posting** - Contractors and sub-contractors shall post the prevailing wage rates for each craft and classification in a prominent and easily accessible place at the site of the work, or at such places as are used by them to pay workers.

The undersigned is required to ensure that all specifications and/or contracts include all applicable Federal and State of New Jersey wage rate determinations and the required labor standards provisions summarized by **form HUD-4010, "Federal Labor Standards Provisions."**

**Weekly Certified Payrolls** - It is the responsibility of each contractor and sub-contractor to submit weekly certified payrolls for project work (<http://www.dol.gov/whd/forms/wh347.pdf>)

---

**CERTIFICATION BY Sub Contractor**

---

NAME AND ADDRESS OF SUB CONTRACTOR (Include ZIP Code):

---

NAME AND TITLE OF SIGNER (Please print or type below):

---

SIGNATURE

DATE

SUBMIT TO: [lyoung@njeda.com](mailto:lyoung@njeda.com) - or: to NJEDA - PO Pox 990 Trenton, NJ 08625-0990 Attn: Labor Compliance Officer











NJEDA Federal Form WH-347

Certified Payroll Report (CPR) Review Check List

**Instructions:**

When completing a CPR, please insert a check mark in each box when item is complete. This will ensure accuracy prior to submission to the NJEDA Hurricane Sandy, Labor Standards Compliance group.

CPR step to complete	Completed √
1. Did you select contractor or subcontractor box?	
2. Is the contractor/subcontractor name listed?	
3. Did you enter the address for the contractor/ subcontractor?	
4. Is the payroll number entered in consecutive order?	
5. Is the week ending included	
6. What is the project name and location of this SANDY project? Is it listed on the CPR?	
7. Do you know your EDA Project (P#) number?	
8. In Column 1 is the employee's name listed with last four numbers of the social only (e.g. XXX-XX-1234)?	
9. In Column 3 did you list the Work Classification (trade) of the employee? Specific trade (e.g. Operating Engineer what type of equipment from the Official Wage Determination?) a. What is the Class type (F=foreman, J=journeyman, AP= apprentice) b. For AP did you attach the NJ Approved Apprenticeship Certification?	
10. Column 4 TOP ROW- did you put a letter for the day of the week (the last letter should match the week ending date)?	
11. Column 4 BOTTOM ROW- did you enter the date in the day of week, (the last date entered should match the week ending in the header)?	
12. ****Column 4 HOURS WORKED EACH DAY – O=overtime, S=straight time a. Did you check the Wage Determination to calculate OT correctly (e.g. Carpenters and Laborer Class A or B) b. If overtime worked did you accurately calculate the time (e.g. 5 8 hour day with OT starting in the 9 <sup>th</sup> hour, or 4 10-hour days with OT in the 11 <sup>th</sup> hour, per day)? c. Did you check double time OT rate and when it is triggered? d. Was the Friday used as a make-up day for inclement weather? Does this apply?	
13. Column 5 - did you include the total hours worked for overtime (O) and straight time (S)?	
14. Was the higher of the prevailing wages paid?	
15. Column 6 - did you check the wage determination to verify the calculation of fringe rates (excluded or included in OT rate calculation)?	

16. Is the fringe contribution rate paid into an approved benefit plan, fund or program? There will be two rates listed in the box to equal prevailing wage rate.	
17. Column 7 – when calculated is the gross amount in the top part of the diagonal box correct?	
18. Page 2 Statement of Compliance (left side) is it completed with the correct week ending date?	
19. Page 2, item 4, how is the fringe paid (select appropriate box or both boxes)	
20. If Box (a) is selected did you include a copy of the Union Fringe Contribution Report?	
21. Are there additional exceptions to explain on page 2 Column (c)?	
22. Signature box, is this signed by an officer of the company (e.g. Owner)?	
23. For additional signer, did you provide a letter giving authority for someone else other than an officer of the company to sign, and is it notarized?	
24. Did you send original, blue ink, signed CPR to the EDA attention Lorena Young?	

If you have any questions about this or any form please do not hesitate to contact the NJEDA Sandy, Labor Standards Compliance group:

Lorena Young, Program Manager 609-858-6947 [lyoung@njeda.com](mailto:lyoung@njeda.com)

Annie D’Agostino, Program Officer 609-858-6705 [adagostino@njeda.com](mailto:adagostino@njeda.com)

# DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

## PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

### **SALARIOS PREVALECIENTES**

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

### **SOBRETIEMPO**

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

### **CUMPLIMIENTO**

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

### **APRENDICES**

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

### **PAGO APROPIADO**

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**



# **SANDY REBUILDING AND RECONSTRUCTION FRAUD PREVENTION HOTLINE**

**TO PREVENT FRAUD PLEASE  
REPORT ANY SUSPICION OF:**

- **FRAUDULENT ACTIVITY**
- **THEFT**
- **WASTE**
- **BRIBES OR KICKBACKS**
- **UNETHICAL OR ILLEGAL CONDUCT**

**CALL TOLL FREE**

**1-855-OSC-TIPS**

**(1-855-672-8477)**

**OR CONTACT US AT**

**[comptrollertips@osc.state.nj.us](mailto:comptrollertips@osc.state.nj.us)**

**ALL COMMUNICATIONS WILL BE KEPT CONFIDENTIAL**

*State of New Jersey/Office of the State Comptroller*

# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

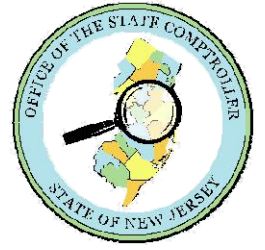
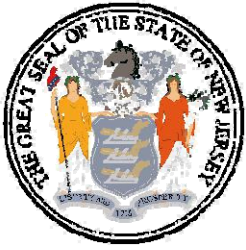


For additional information:

**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**



SANDY: RESTAURACIÓN Y RECONSTRUCCIÓN

# LÍNEA DIRECTA PARA PREVENCIÓN DEL FRAUDE

**PREVENGA EL FRAUDE E INFORME A LAS AUTORIDADES  
SI TIENE SOSPECHAS SOBRE:**

- Actividades fraudulentas
- Hurto
- Despilfarro
- Soborno o coimas
- Conducta indebida o delictiva

Línea gratuita  
**1-855-OSC-TIPS**  
(1-855-672-8477)

También puede comunicarse con nosotros  
[comptrollertips@osc.state.nj.us](mailto:comptrollertips@osc.state.nj.us)

**TODA COMUNICACIÓN ES ESTRICTAMENTE CONFIDENCIAL**

*Oficina del Contralor del Estado - Estado de New Jersey*  
[www.nj.gov/comptroller/sandytransparency/](http://www.nj.gov/comptroller/sandytransparency/)

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

**NJEDA AA Form 1** *HUD PROGRAMS* **Revised 2013 DEC**

36 West State Street - PO Box 990 Trenton, NJ 08625-0990  
 (609) 858-6947 phone \* (609) 278-4627 fax \* Lyoung@njeda.com \* email

**INITIAL CONSTRUCTION PROJECT WORKFORCE MANNING REPORT (NJEDA AA Form 1)**

**MUST BE SUBMITTED TO NJEDA WITHIN 15 BUSINESS DAYS OF CONSTRUCTION PROJECT'S START DATE**

1. NJEDA PROJECT No. (5 digits)		2. EDA CONTRACTOR ID NUMBER		5. NAME OF CO. THAT IS RECIPIENT OF DISASTER RECOVERY CDBG ASSISTANCE	
3. NAME AND ADDRESS OF GENERAL CONTRACTOR or CONSTRUCTION MGR.					
(NAME)				6. DATE OF AWARD	
				7. DOLLAR AMOUNT OF AWARD	
(STREET ADDRESS)				8. NAME & ADDRESS OF PROJECT	
(CITY)		(ZIP CODE)		10. NJ COUNTY that Project is located in:	
4. IS THIS COMPANY AN MBE [ ] WBE [ ] SBE [ ]				11. IS THIS PROJECT COVERED BY A PLA? YES or NO	
12. TRADE OR CRAFT	13. TOTAL HEADCOUNT	14. # OF WOMEN (AS A SUBSET OF 13. TOTAL)	15. # OF MINORITIES (AS A SUBSET OF 12. TOTAL)	15. PROJECTED PHASE-IN DATE	16. PROJECTED COMPLETION DATE
1. ASBESTOS WORKER					
2. ASPHALT WORKER					
3. BOILER MAKER					
4. BRICKLAYER					
5. CARPENTER					
6. CEMENT FINISHERS					
7. DOCK BUILDER					
8. DRILLER					
9. ELECTRICIAN					
10. ELEVATOR CONSTRUCTION					
11. FLOOR LAYER					
12. GLAZIERS					
13. HVAC					
14. IRONWORKER					
15. INSULATON MECHANIC					
16. LABORER					
17. MASON					
18. MECHANIC					
19. MILLWRIGHT					
20. OPERATING ENGINEER					
21. PAINTERS					
22. PIPEFITTERS					
23. PLASTERER					
24. PLUMBER					
25. ROOFER					
26. SHEET METAL WORKER					
27. SPRINKLER FITTER					
28. SURVEYOR					
29. TEAMSTER, TRUCK DRIVER					
30. TELEDATE - ELECTRICIAN					
31. TILE LAYER; TILE SETTER					
32. TAPER					
33. WELDER					
34. OTHER:					
<b>TOTALS:</b>					
	PROJECTED TOTAL EMPLOYEES	PROJECTED TOTAL WOMEN EMPLOYEES	PROJECTED TOTAL MINORITY EMPLOYEES	PROJECTED PERCENTAGE WOMEN	PROJECTED PERCENTAGE MINORITY

SAMPLE  
 PLEASE BE SUBMITTED INTO THE NJEDA'S HUD PROGRAM CONTRACTOR  
 DATABASE AFTER REGISTRATION.  
 FOR INSTRUCTOR PLEASE CONTACT THE NJEDA-LABOR STANDARDS  
 COMPLIANCE GROUP

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.



**HUD PROGRAMS**

ATTN: Labor Standards Compliance Officer  
 36 West State Street - PO Box 990 Trenton, NJ 08625-0990  
 (609) 858-6947 phone \* (609) 278-4627 fax \* Lyoung@njeda.com\* email

**SUB-CONTRACTOR PROJECTION FORM AA 1a**

*Provide a list of all known and projected subcontractors for this project with possible start of and ending construction dates.*

**GENERAL CONTRACTOR INFORMATION**

<b>GC Name</b>	
<b>Contact Person</b>	
<b>Contact Phone No.</b>	
<b>NJEDA P#</b>	
<b>Federal ID #</b>	

List the following information for each known Sub-contractor on this NJEDA Project  
**S/W/M/VBE Information is Optional**

<b>Company Name:</b>	<b>SBE</b> <input type="checkbox"/>	<b>MBE</b> <input type="checkbox"/>	<b>WBE</b> <input type="checkbox"/>	<b>VBE</b> <input type="checkbox"/>
<b>Address:</b>				
<b>City:</b>	<b>State:</b>	<b>Zip code:</b>	<b>Fed ID #</b>	
<b>Projected Start Date:</b>	<b>Projected End Date:</b>		<b>Trade:</b>	

<b>Company Name:</b>	<b>SBE</b> <input type="checkbox"/>	<b>MBE</b> <input type="checkbox"/>	<b>WBE</b> <input type="checkbox"/>	<b>VBE</b> <input type="checkbox"/>
<b>Address:</b>				
<b>City:</b>	<b>State:</b>	<b>Zip code:</b>	<b>Fed ID #</b>	
<b>Projected Start Date:</b>	<b>Projected End Date:</b>		<b>Trade:</b>	

<b>Company Name:</b>	<b>SBE</b> <input type="checkbox"/>	<b>MBE</b> <input type="checkbox"/>	<b>WBE</b> <input type="checkbox"/>	<b>VBE</b> <input type="checkbox"/>
<b>Address:</b>				
<b>City:</b>	<b>State:</b>	<b>Zip code:</b>	<b>Fed ID #</b>	
<b>Projected Start Date:</b>	<b>Projected End Date:</b>		<b>Trade:</b>	

<b>Company Name:</b>	<b>SBE</b> <input type="checkbox"/>	<b>MBE</b> <input type="checkbox"/>	<b>WBE</b> <input type="checkbox"/>	<b>VBE</b> <input type="checkbox"/>
<b>Address:</b>				
<b>City:</b>	<b>State:</b>	<b>Zip code:</b>	<b>Fed ID #</b>	
<b>Projected Start Date:</b>	<b>Projected End Date:</b>		<b>Trade:</b>	

This form may be copied as necessary to use as additional sheets







**Part III.**

**NOTORIZATION**

(Corporate Seal)

\_\_\_\_\_  
Authorizing name and Signature

\_\_\_\_\_  
Print Name

Sworn to and subscribed before this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to certify with witness by my hand and seal of office.

NOTORIAL SEAL:

Notary Public \_\_\_\_\_

**Instructions**

This form is to used to report accomplishments regarding employment and other economic opportunities provided to moderate, low-and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3

The NJEDA, in compliance with Section 3 regulations, will require contractors and subcontractors to direct their efforts towards contracts to Section 3 business concerns in the following order to priority:

**Category 1:** Business concern that is a certified Section 3 business and it is 51% or more owned by a resident of the service area or neighborhood where the work is being performed.

**Category 2:** Business concern that is certified Section 3 business and it is 51% or more owned by a resident of the State of New Jersey

**Category 3:** Business concern whose permanent workforce includes not less than 30% of Section 3 residents.

**Category 4:** HUD Youthbuild programs being carried out in the NJEDA in which Section 3 covered assistance is expended.

Contractors and subcontractors are expected to extend to the greatest extent feasible, efforts to achieve the numerical targets established by the NJEDA.

Contractors and subcontractors that can demonstrate how they will meet the requirements in this section will be given a contracting preference when selecting a contractor.

**Evidence of Section 3 Certification**

Any business seeking Section 3 preference in the awarding of contracts or purchase agreements must complete the Certification for Business Concerns Seeking Section 3 Preferences in Contracting and Demonstration of Capability form. The business seeking Section 3 preference must be able to provide adequate documentation as evidence of eligibility under the Section 3 Program.

This certification along with any supporting documentation for Section 3 preference for business concerns must be submitted with bid and throughout the life of project

For NJEDA use only			
Supporting documents received	Y N	Date Received _____	Approved ___ Rejected ___ (check one)
Reason for Rejection:			

**EXHIBIT 3**  
**SECTION 3 BIDDERS ESTIMATED NEW HIRES**

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**

HUD Programs  
P.O. Box 990 - Trenton, NJ 08625-0990  
**Forms available at: <http://www.njeda.com/affirmativeaction>**

Job Category	Estimated Total Positions Needed for Project	No. of Positions Occupied by Permanent Employees	No. of Positions Not Occupied	No. of Positions to be Filled with Section 3 Residents
Office/ Supervisors				
Professionals				
Technicals				
Hsq Sales / Rental Mgmt				
Office / Clerical				
Service Workers				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				

**Section 3 Business Concern**

Individual residing within the non-metropolitan county in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size, for the county of residence of the non-metropolitan are of the state.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Person Completing Form

\_\_\_\_\_  
Date



**EXHIBIT 5**  
**SECTION 3 EMPLOYEE HOUSEHOLD INCOME CERTIFICATION**

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

HUD Programs  
P.O. Box 990 - Trenton, NJ 08625-0990

**CDBG-DR ECONOMIC REVITALIZATION**  
**LOW / MODERATE INCOME (LMI) AND RESIDENCY EMPLOYMENT OPPORTUNITY**

This worksheet must be completed and returned to the General Contractor and/or the NJEDA.

**Form available at: [http://www.njeda.com/affirmative action](http://www.njeda.com/affirmative%20action)**

**Eligibility for Preference**

Any individual who is seeking to be certified as a Section 3 resident, and who is not a public housing resident, or not a federally assistant housing program, or not a recipient public housing assistance program shall attest to their total current gross annual household income, and provide the name and date of birth of each household member. All additional household income earned by household members, excluding children under 18, and/or provided through public or private assistance, child support, bank or investment earnings must be included, where indicated below.

**I, \_\_\_\_\_ (Individual's Full Name) DO SOLEMLY SWEAR THAT THE INFORMATION PROVIDED BELOW IS TRUE.**

**\*Number of family members who live in my household:** \_\_\_\_\_ . (See Section 3 Waiver blow)

**My total current gross annual household income is:** \_\_\_\_\_ .

The source(s) of my total annual household income is/are:

	Section 3 Employee	Spouse (if applicable)	Other Adult Members age 18 & over (if applicable)	Other Adult Members age 18 & over (if applicable)	Other Adult Members age 18 & over (if applicable)	Other Adult Members age 18 & over (if applicable)
Gross Earnings						
TANF						
Child Support						
Bank Income						
Other Income List						
1						
2						
3						
4						

\_\_\_\_\_  
**Print Name:**

\_\_\_\_\_  
**Signature:**

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



**Section 3 Waiver**

**Clarifying Note on Section 3 Income Documentation Requirements**

Section 3 economic activities waiver allows grantees to document the low/moderate national objective based on the income of an employee (rather than the employee's family)

Pursuant to the U.S. Housing Act of 1937 (42 U.S.C. 1437 a(b)(2)) and 24 CFR 135.5, the Secretary is authorized to establish income limits to consider an individual to be a Section 3 resident. This Notice authorizes grantees to determine that an individual is eligible to be considered a Section 3 resident if the annual wages or salary of the person are at, or under, the HUD-established income limit for a one-person family for jurisdiction.

For NJEDA Use Only		
Supporting Documents Received Date _____	Approved Date _____	Rejected Date _____
NJEDA Section 3 Coordinator Name (Print)	_____	
NJEDA Section 3 Coordinator Signature	_____	
Today's Date	_____	
Reason for Rejection:		

**EXHIBIT 6**  
**CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES**

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**

HUD Programs  
P.O. Box 990 - Trenton, NJ 08625-0990  
**Forms available at: <http://www.njeda.com/affirmativeaction>**

\_\_\_\_\_  
Name of Prime Contractor

\_\_\_\_\_  
Project name and Number

The undersigned hereby certifies that:

1. Section 3 provisions are included in the Contract
2. A written Section 3 plan was prepared and **submitted as part of the bid proceedings** (if bid equals or exceeds \$100,000)
3. No segregated facilities will be maintained

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Directions:

This certification is to be completed by the contractor and submitted with the bid document. Subparagraph c) does not preclude contractors from providing separate lavatories or changing facilities for men and women.

**EXHIBIT 7**  
**SUBCONTRACTOR CERTIFICATION REGARDING**  
**SECTION 3 AND SEGREGATED FACILITIES**

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

HUD Programs  
P.O. Box 990 - Trenton, NJ 08625-0990  
Forms available at: <http://www.njeda.com/affirmativeaction>

\_\_\_\_\_  
Name of General/Prime Contractor

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Subcontractor Company Name

\_\_\_\_\_  
Subcontractor Address

\_\_\_\_\_  
Project Number

The undersigned hereby certifies that:

1. Section 3 provisions are included in the Contract
2. A written Section 3 plan was prepared and **submitted as part of the bid proceedings** (if bid equals or exceeds \$100,000)
3. No segregated facilities will be maintained

**OR**

4. Contract award amount does not exceed \$100,000, therefore Section 3 is not triggered

Contract award amount: \_\_\_\_\_

\_\_\_\_\_  
Name and Title of Signer (Print or Type):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Directions:

This certification is to be completed by the contractor and submitted with the bid document. Subparagraph c) does not preclude contractors from providing separate lavatories or changing facilities for men and women.

**Exhibit 8 BIDDERS SECTION 3 PLAN AGREEMENT**

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**

HUD Programs  
P.O. Box 990 - Trenton, NJ 08625-0990

**Forms available at: <http://www.njeda.com/affirmativeaction>**

If award is received, \_\_\_\_\_ (name of contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the County of \_\_\_\_\_.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area, and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the city the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project area, and community organizations, and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
3. To maintain a list of lower income area residents who have applied either on their own or on referral from any source, and employ such persons, if otherwise eligible and if a vacancy exists.
4. To insert the Section 3 Clause Contract Provisions in all subcontracts over \$100,00, to obtain all forms from said subcontractors, and to obtain all documentation for completion of prior to final payment. (Loans, grants, contracts, and subsidies for less than \$100,000 will be exempt).
5. To contact unions, subcontractors, and trade associations to secure their cooperation for this program
6. To ensure that all appropriate project area business concerns are notified of pending sub contractual opportunities.
7. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative steps have been taken.
8. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
9. To list information related to proposed subcontracts to be awarded to Section 3 businesses.
10. To list all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officers and representatives of \_\_\_\_\_, (Name of Bidder) we, the undersigned, have read and fully agree this Affirmative Action Plan, and become a party to the full implementation of this program.

Signature

\_\_\_\_\_  
Title of Signer (Print or Type): \_\_\_\_\_ Date \_\_\_\_\_

Signature

\_\_\_\_\_  
Title of Signer (Print or Type): \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT 9**  
**SECTION 3 PLAN STATEMENT OF COMMITMENT**  
**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**

HUD Programs  
P.O. Box 990 - Trenton, NJ 08625- 0990  
Forms available at: <http://www.njeda.com>

By signature below, I am hereby acknowledging to the NJEDA that I have been duly provided with information regarding the NJEDA's Section 3 Program, which explains the obligations and requirements of any construction project, which is funded in part or whole by HUD sourced funds. I certify that I am fully empowered to enter into this Statement of Section 3 Utilization Commitment on behalf of this business and I am certifying that the information contained within this Section 3 Plan is accurate and correct and that I understand that the NJEDA may impose penalties and sanctions for the submission of any false and inaccurate statements within this document.

\_\_\_\_\_  
COMPANY AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY SECTION 3 COORDINATOR  
*(Leave blank if the same as authorized representative)*

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
COMPANY COMPLETE ADDRESS

\_\_\_\_\_  
COMPANY WEBSITE (if applicable)

## Exhibit 10 HUD Section 3 Projected Utilization Plan

Company Name \_\_\_\_\_

**Instructions: Must be completed and submitted as part of your Section 3 Plan even if "No New Hires" needed.**

<b>Goals</b>	
<ul style="list-style-type: none"> <li>• Thirty percent (30%) of the aggregate number of new hires are Section 3 residents;</li> <li>• Ten percent (10%) of the total dollar amount of the contract is awarded to Section 3 business concerns</li> <li>• Three percent (3%) of the total dollar amount of all covered non-construction contracts are awarded to Section 3 business concerns</li> </ul>	
Total Current Employees	
Total Anticipated New Hires	
Total Anticipated New Hires that are Section 3 Residents	
<b>Percentage of Section 3 New Hires</b>	%
Total Dollar Amount of Contract	\$
Total Dollar Amount of construction Sub-contracts to be awarded	\$
Total Dollar Amount of construction Sub-contracts to be Awarded Section 3 Business Concerns	\$
Total Dollar Amount of Non-construction Subs-contracts to be Awarded	\$
Total Dollar Amount of Non-construction Sub-contracts to be Awarded to Section 3 Business Concerns	\$
<b>Percentage of Contracts Going to Section 3 Business Concerns</b>	\$
	%
Number of Technical Trainings to be Provided Annually	

(Note: These amounts may change due to increases and decrease in contract value.  
All Changes should be reflected on monthly reports)

Please Answer the questions below:

- 1 How Man e-mail blast or notifications will be send regarding Section 3 outreach?
- 2 How frequently will the blast or any other notifications be sent?
- 3 What organizations will you reach out to/

**NOTE** The use of "good faith effort" is in regards to the NJEDA's Affirmative Action program. Please use "greatest extent feasible" for outreach as indicated in the DCA Policy memo Number 2.10.22, effective June 2013.

**APPENDIX A**  
**SECTION 3 CLAUSE**

*All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):*

- 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).*

**APPENDIX B**  
**SECTION 3 CONTRACTORS BUSINESS UTILIZATION**

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
 HUD PROGRAMS  
 P.O. Box 990 - Trenton, NJ 086250-0990  
 Forms available at; <http://www.njeda.com/affirmativeaction>

Report Period Month: \_\_\_\_\_

Project No. \_\_\_\_\_ Prime Contractor \_\_\_\_\_ Address \_\_\_\_\_ Contract Amount \_\_\_\_\_ Federal ID No. \_\_\_\_\_

Name of Subcontractor	Section 3 Business *	Address and Phone Number	Trade, Service, or Supply	Contract Amount	Award Date	Competitive or Negotiated Bid	Fed ID No.

\* Check if a Section 3 Business Concern

**Section 3 Business Concern**

A Section 3 eligible business concern is a business that can provide evidence it meets one of the following:

1. 51 percent (51%) or more of the business is owned by Section 3 residents; or
2. At least thirty percent (30%) of the business 'full-time employees include persons that are currently Section 3 residents, or within three (3) years of the date of first employment with the business concern were Section 3 residents;
3. Evidence, as required, of a commitment by the business to subcontract in excess of twenty-five percent (25%) of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

Total Dollar Amount Awarded to Section 3 Businesses

\$ \_\_\_\_\_



**APPENDIX C**

**SECTION 3 NEW HIRES COMPLIANCE**

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

HUD Programs

P.O. Box 990 - Trenton, NJ 08625-0990

**CDBG-DR ECONOMIC REVITALIZATION**

**LOW AND MODERATE INCOME (LMI) JOBS AND RESIDENCY REPORTING WORKSHEET**

This worksheet may be submitted via e-mail, fax, or U.S. Mail and may be made available on-line. It is required every month following date of award.

**Form available at: <http://www.njeda.com/affirmativeaction>**

1. Name and Address of Business					2. Report Period Month									
3. Business FEIN # or SSN# (if Sole Proprietorship)					4. D.B.A. Name or Applicant Name					5. SG or Loan # (5 digits)				
6. Project's Address					7. Project's Municipality and County					8. County Median Income (Job's location)				
Part I. Employees and Trainees														
A	B		C			D				E			F	
NAME OF EMPLOYEE	JOB TITLE		NEW HIRE and WORKHOURS (Employees and Trainees)			JOB INFORMATION				RESIDENCY INFORMATION			FOR NJEDA USE ONLY	
	Job Position, Title, or Trade (Manager, Professional, Technician, Sales, Clerical, Craftsman, Operative, Laborer, Service Worker)	New Hire Date (Post - award)	Section 3 New Hires (Including Trainees)	% of Total Workhours for Sec. 3 Employees and Trainees	Annual Household Salary or Wages (for FTE equivalent of the job based on 2,080 hours/year)	Job is Full Time or Part Time (FT, PT or Seasonal)	Job Retained prior to award (Y/N)	County and State where employee resides	Employees that are Section 3 Residents	New Hires that are Section 3. Residents	% of of Staff Hours of New Hires that are Sec. 3 Residents	Job is considered LMI (Y/N)		
<b>Total</b>		0	0						0	0				

Part II. Contracts Awarded		Part III. Summary
<b>1. Construction Contracts:</b>		<p>Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all boxes that</p> <p><input type="checkbox"/> Attempted to recruit low-income residents through : local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.</p> <p><input type="checkbox"/> Participated in a HUD program or other program which promotes the training or employment of Section 3 residents</p> <p><input type="checkbox"/> Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.</p> <p><input type="checkbox"/> Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.</p> <p><input type="checkbox"/> Other, described below</p>
A. Total dollar amount of all contracts		
B. Total dollar amount of contracts awarded to Section 3 businesses		
C. Percentage of total dollar amount that was awarded to Section 3 businesses		
D. Total number of Section 3 business receiving contracts		
<b>2. Non-Construction Contracts:</b>		
A. Total dollar amount all non-construction contracts awarded on the project/activity		
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses		
C. Percentage of the total dollar amount that was awarded to Section 3 businesses		
D. Total number of Section 3 businesses receiving non-construction contracts		

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(PHONE NUMBER)

\_\_\_\_\_  
(E-MAIL ADDRESS)

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**  
**HUD PROGRAMS**  
**PREVAILING WAGE /AFFIRMATIVE ACTION/ EEO**  
**COMPLETION CERTIFICATE**  
**CONSTRUCTION MANAGER/GENERAL CONTRACTOR AND SUBCONTRACTORS**

**NJEDA PROJECT OWNER/APPLICANT COMPANY NAME**

(i.e. Recipient of Federal Financial Aid Grant or Loan- SANDY)

**PROJECT LOCATION** (include Street, City and Zip Code)

**COMPLETION DATE** (or substantially complete date)

**NJ COUNTY** (project location)

**NJEDA PROJECT NO.**

*Certificate to be completed by the General Contractor and each Subcontractor (all tiers) and submit to:*

**US Postal Mail**

**NJ Economic Development Authority**      **or**      **Fax**  
**Office of Recovery**  
**Attn: Labor Relations Administrator**  
**P.O. Box 990**  
**Trenton, NJ 08625-0990**

**Lorena Young**      **or**      **Email**  
**(609) 278-4627**  
**lyoung@njeda.com**

I/We, the undersign, certify to the New Jersey Economic Development Authority as follows:

1. Construction of the above project is substantially complete.
2. All workers employed in construction of the Project have been paid at a rate not less than the federal and/or NJ Prevailing Wage rate (whichever is higher). In making this certification I have relied on payroll records submitted by subcontractors and lower-tier contractors.
3. We have made good faith efforts to achieve minority and women workforce participation goals and submitted all reports and certificates required by the Authority.

<b>CONSTRUCTION MANAGER, OR GENERAL CONTRACTOR</b>	<hr/>	Date			Signature of Authorized Representative for the
					(Check one) <input type="checkbox"/> Construction Manager <input type="checkbox"/> General Contractor
	<hr/>	Contact Phone Number			Print Name and Title
					Print <b>or</b> Type Company Name of the above
	<hr/>	Email (optional)			Street Address <b>or</b> PO Box of the above
					City, State and Zip Code of the above
<b>SUBCONTRACTOR</b>	<hr/>	Date			Signature of Authorized Representative
	<hr/>	Contact Phone Number			Print Name and Title
					Print <b>or</b> Type Company Name
	<hr/>	Email (optional)			Street Address <b>or</b> PO Box
					City, State and Zip Code

All documents received and reviewed by the NJEDA from the Construction Manager/General Contractor and are in compliance in accordance with US Federal and NJ State Labor Standard, Affirmative Action, EEO policies, guidelines, and regulations.

\_\_\_\_\_  
EDA Labor Standards Compliance Officer Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
 HUD PROGRAMS  
 PREVAILING WAGE /AFFIRMATIVE ACTION/ EEO/ SECTION 3  
 COMPLETION CERTIFICATE  
 SUBRECIPIENT AND GENERAL CONTRACTOR**

**NJEDA PROJECT OWNER/APPLICANT COMPANY NAME**

(i.e. Recipient of Federal Financial Aid Grant or Loan- SANDY)

--

**PROJECT LOCATION** (include Street, City and Zip Code)

--

**COMPLETION DATE** (or substantially complete date)

--

**NJ COUNTY** (project location)

--

**NJEDA PROJECT NO.**

--

***Completion Certificate to be completed by the Subrecipient/Borrower and General Contractor and submit to:***

<b>US Postal Mail</b>	<b>Fax</b>	<b>Email</b>
NJ Economic Development Authority	or Lorena Young	or lyoung@njeda.com
Office of Recovery	(609) 278-4627	
Attn: Labor Relations Administrator		
P.O. Box 990		
Trenton, NJ 08625-0990		

I/We, the undersign, certify to the New Jersey Economic Development Authority as follows:

1. Construction of the above project is substantially complete.
2. All workers employed in construction of the Project have been paid at a rate not less than the federal and/or NJ Prevailing Wage rate (whichever is higher). In making this certification I have relied on payroll records submitted by subcontractors and lower-tier contractors.
3. We have made good faith efforts to achieve minority and women workforce participation goals and submitted all reports and certificates required by the Authority.
4. Are in compliance with and/or have made good faith efforts as per the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and our approved Section 3 Plan.

<b>SUBRECIPIENT</b>	<hr/> Date	<hr/> Signature of Authorized Representative for Subrecipient
	<hr/> Contact Phone Number	<hr/> Print Name and Title
		<hr/> Print or Type Company Name of Subrecipient
	<hr/> Email (optional)	<hr/> Street Address or PO Box of Subrecipient
		<hr/> City, State and Zip Code of Subrecipient
<b>CONSTRUCTION MANAGER OR GENERAL CONTRACTOR</b>	<hr/> Date	<hr/> Signature of Authorized Representative (Check one) <input type="checkbox"/> Construction Manager <input type="checkbox"/> General Contractor
	<hr/> Contact Phone Number	<hr/> Print Name and Title
		<hr/> Print or Type Company Name
	<hr/> Email (optional)	<hr/> Street Address or PO Box
		<hr/> City, State and Zip Code

All documents have been received and reviewed by the NJEDA and are in compliance in accordance with Federal and NJ State Labor Standard, Affirmative Action, EEO, and Section 3 policies, guidelines, and regulations.

<hr/> NJEDA Labor Standars Compliance Officer Name	<hr/> Signature	<hr/> Date
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