

**PROJECT MANUAL AND BID FORM**

PROPOSED

**2018 CDBG Renovations Projects**

**ADA entrances / Roof &  
Air Conditioning**

At

**11 Lafayette Lane, Basking Ridge, NJ 07920**

January 7, 2019

**INSTRUCTIONS TO BIDDERS**

**And**

**BID SPECIFICATIONS**

*Important Dates:*

*Contractor walk-thru: January 23 and/or January 24, 2019 at 9:30 AM*

*Bid Opening: February 12, 2019 at 10 AM*

For

Our House Inc.

76 Floral Ave, Murray Hill, NJ 07974

(c/o Diane Driscoll )



## PROJECT DIRECTORY

---

### OWNER'S AGENT:

#### **Our House Inc.**

76 Floral Avenue

Murray Hill, NJ 07974

Attn: Diane Driscoll

Phone: (908)464-8008 ext.123

Cell: (908) 858-4609

Fax: (908)464-8263

Email: [ddriscoll@ourhousenj.org](mailto:ddriscoll@ourhousenj.org)



## **I. Introduction**

1. Our House Inc. (“Our House”) will receive bids for Alterations of an existing group home located at **11 Lafayette Lane, Basking Ridge, NJ**
2. The specifications annexed hereto mandate requirements. If a bidder cannot meet a specific requirement, the bidder will provide a brief and concise statement as to its exception and alternative, if available. If a bidder cannot provide a specific requirement and includes an alternative solution, the bidder must include the cost of the alternative solution in its proposal. This alternative solution pricing will also be listed as a separate price in the submitted proposal.
3. All materials and equipment furnished shall be new unless otherwise authorized. Any applicable manufacturer’s warranty shall be transferred to Our House. All materials, equipment and work will be of good quality, free from faults and defects, and will be in conformance with the contract documents. A one (1) year guarantee of the materials, equipment, and work shall commence from the date of completion. If within one (1) year after the completion of the project, any portion of the materials, equipment, and work is found to be defective or not in accordance with the contract documents, the bidder agrees to correct the problem at his own cost and expense. The payment of the contract sum shall not constitute an acceptance of the work performed in conformance with the contract documents.
4. The successful bidder will be required to enter into and assume the duties and obligations of a formal contract with Our House as described herein.
5. The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this notice. No special consideration will be given of a bidder’s failure to be knowledgeable as to all of the requirements herein.
6. Our House Inc. assumes no expressed or implied obligation to reimburse the individuals or entities submitting bids in response hereto for any expenses incurred in preparing their bids.
7. Any bid submitted in response hereto shall become the property of Our House Inc. Our House Inc. reserves the right to use any information or ideas submitted by any bidder in response to this request.

## **II. Submission of Bids**

1. Bids shall be submitted to Our House Inc., no later than **10 AM, February 12, 2019**.
2. The bid shall: (1) bear the name of the **PROJECT**; (2) bear the name and address of the **BIDDER**; and (3) be clearly marked **“BID”**.



3. It is the bidder's responsibility that bids are presented to Our House by the date and time listed above. **All bids must be either hand delivered, mailed or emailed (in PDF format) to Our House, Inc., Administrative Office, 76 Floral Avenue, New Providence, NJ 07974, Attn.: Diane Driscoll, ([ddriscoll@ourhousenj.org](mailto:ddriscoll@ourhousenj.org)).** Our House, Inc. disclaims any responsibility for bids forwarded by regular or overnight mail or email. Bids received after the designated time will not be accepted.
4. The bidder understands that the information and drawings contained in the specifications are of a proprietary and sensitive nature and agrees not to utilize, distribute, reproduce or disseminate any part of said specifications without the prior written consent of Our House Inc.
5. All contractors who respond to the advertised request for bids will receive one set of the Bid Documents in PDF format via email from Our House. Bid documents may also be downloaded from the website at [www.ourhousenj.org](http://www.ourhousenj.org).
6. Our House Inc, at all times, reserves the right to reject any or all bids and to waive irregularity in the bids and in the bidding.
7. Questions concerning the bid specifications must be submitted via email to Diane Driscoll ([ddriscoll@ourhousenj.org](mailto:ddriscoll@ourhousenj.org)). Responses will be issued to all bidders in a format that lists the question and the answer. Questions must be received within (5) business days of the pre-bid walk-through.

### **III. Bidder Requirements**

1. All bidders are strongly advised to visit the site for a pre-bid meeting at the 132 Pearl Street, Bridgewater site. Bidders may do so on **January 23 and/or January 24, 2019 at 9:30 am**, when pre-bid walk-through inspections will be held. Interested bidders may attend either or both opportunities. **This is an occupied special needs home and no other inspections will be permitted. Bidders who attempt to enter the home without authorization will be disqualified.** If necessary, an addendum will be delivered to attendees of the pre-bid meeting to address any concerns/clarifications that are raised at this walk-through. It is the responsibility of all bidders to submit an acknowledgement of addendum with their bid or the bid will be rejected.

### **IV. Bid Format**

1. **Each bid must be accompanied by a bid proposal form (attached)** and must give the full business address, business phone, and e-mail for the contact person for the bidder, and be signed by an authorized representative.
2. The successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include an allowance for this cost.





3. *There are two distinct parts to this bid –*

- *Part 1 = ADA Entrances*
- *Part 2 = Air Conditioning System*
- *Part 3 = Roof*
- *Bidders may respond to any or all parts. You only need to complete one set of the County CDBG documents, regardless of how many parts of this bid request to which you respond.*

V. **Our House Requirements**

1. **This home will be occupied by special needs individuals during construction.**  
Contractors must exercise care and be sensitive to the needs of the residents.
2. The contractor is responsible for:
  - a. Posting all required signs and permits
  - b. Identifying and marking all utilities. The contractor is responsible for any damage to utilities.
  - c. Meeting insurance requirements of Our House, Inc.
  - d. Removing all construction materials from the site at the completion of the project
  - e. Any damage/disruption to the property as a result of the construction shall be returned to the original conditions.
3. **All debris and potentially hazardous conditions must be cleaned up each day due to the presence of special needs individuals in the home.**
4. Driveway access shall remain safe and accessible to transport vehicles, agency staff and residents of the home
5. **Construction may occur between 8 AM and 5 PM daily, Monday through Friday. No weekend construction is permitted unless specific authorization is obtained from Our House, Inc.. Please consider this when you make your proposal.**
6. The successful bidder must provide proof of worker's compensation insurance.

VI. **CDBG Requirements**

1. Bids will be publicly opened and recorded at Our House, Inc. on **February 12, 2019 at 10 AM.**



2. This project is funded by HUD's Community Block Grant program and requires that you complete the Bidding & Labor Standards documents provided as part of this packet. (Note: public bid documents that are not required have been omitted.) These required documents are:

- a. Conflict of Interest/Non-Collusive Bidding Certification
- b. Affirmative Action EEO Affidavit
- c. Copeland Anti-Kickback Provisions
- d. Clean air and Water Acts
- e. Fair Labor Standards Act
- f. Age Discrimination Act
- g. Minority Business Enterprise Certification (you do not need to be a minority business, but you do need to complete the form)
- h. Record Retention and Audits
- i. Drug-Free Workplace Certification

**These documents must be completed and included with your bid. Missing documents will disqualify your bid.**

3. The project is NOT subject to the prevailing wage standards and does not require a performance bond. The project will be awarded to the lowest responsible bidder, contingent upon verification that the contractor is eligible to be awarded contracts that utilize HUD funds. **Our House, Inc. reserves the right to reject any or all bids when there are sound business reasons to do so.**

## **VII. Interpretation and Addenda**

1. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by Our House. The bidder accepts the obligation to become familiar with these specifications.
2. Bidders are expected to examine the specifications and related bid documents with care and observe all of Our House's requirements. Ambiguities, errors, and omissions noted by bidders should be promptly reported in writing to Our House, Inc. In the event the bidder fails to notify Our House, Inc. of such ambiguities, errors, and omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
3. No oral interpretation and/or clarification of the meaning of the specifications or bid documents will be made to any bidder. Such request shall be in writing, addressed to Our House, Inc's representative indicated above. In order to be given consideration, a written request must be received within five (5) business days of the pre-bid walk-through.
4. All interpretations, clarifications, and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all bidders whom obtained a copy of this bid package from Our House. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The owner's interpretations or corrections thereof shall be final.



5. Discrepancies in Bids:

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

6. Revisions/Addendum

In the event that it becomes necessary to revise any part of this bid package, revisions will be provided in the form of an addendum and provided only to those bidders whom obtained a copy of this bid package from Our House.

7. Brand Names, Standards of Quality and Performance

Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.

Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. **Equivalent specifications shall be furnished with the bid.** In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.

It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. Our House reserves the right to evaluate the equivalency of the goods and services and to reject any that do not demonstrate the equivalency of a substitute product/good/service.

8. Contractual Requirements

The bidder shall be required to prepare a construction contract in accordance with all building rules and regulations.

**VIII. Specific Building and Construction Requirements**

The bidder shall be responsible for coordinating and verifying the location of all utilities, conduits or any other appurtenances, which would be affected by the work.

- b) The bidder shall be responsible for coordinating with all local ordinances pertaining to allowable work hours.
- c) The bidder shall be responsible for maintaining safe and secure living environment during working hours. **This home will be occupied by special needs individuals during construction. All work areas are to**



**be cleaned and secured at the end of every business day and two means of egress are to be available to the residents.**

**IX. Date of Commencement and Substantial Completion**

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of the Contractor & Owner Agreement. The Contractor shall substantially complete the Work no later than the date specified in the construction contract, subject to adjustment as provided in Article 10 and Article 11 of the Agreement.

Contractor shall not be entitled to damages or additional compensation for any delay in or hindrance to the performance of the Work, whether such hindrances or delays be avoidable or unavoidable, and Contractor agrees to make no claim for compensation, damages or mitigation or liquidated damages for any such delays, and further agrees that any such claim shall be fully compensated for by an extension of Contract Time to complete performance of the Work.

“Substantially complete the Work” is the stage in the progress of the entire Project when the entire Project is sufficiently complete in accordance with the Contract Documents for the entire Project that the Owner can occupy or utilize all work which is to be performed and completed under the Contract Documents for the Project and occupy and utilize the Project for its intended use. Only punchlist items with respect to the Project shall remain after such date.

**X. Insurance Requirements**

The bidder shall secure and maintain in force for the term of the contract liability insurance as provided herein. The bidder shall provide Our House, Inc. with current certificates of insurance for all coverages and renewals thereof, and copies of policy endorsements evidencing same, naming Our House, Architecture Plus PC, and others to be designated by Our House, as an additional insured. Certificates of insurance shall also contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to Our House.

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

- Workers Compensation Insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to New Jersey State Law. Employers Liability Insurance with limits not less than \$1,000,000.
- Comprehensive General Liability Insurance: The minimum limit of liability shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage; medical expenses of





\$10,000 for any one person; products and completed operations in an amount of \$1,000,000.

- Automotive Liability Insurance shall be maintained for bodily injury and property damage with a limit of not less than \$1,000,000 per occurrence as a combined single limit.

## **XI. Indemnification Requirements**

To the fullest extent permitted by law, the successful bidder shall be required to indemnify and hold harmless Our House, Inc., and others to be designated from time to time, along with their agents, consultants, and employees, from and against all claims, suits, demands, losses, actions, damages, expenses and/or costs of every name and description, including attorneys fees, related to, arising out of, or resulting from the bidder's performance of the work. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described herein. In claims against any person or entity indemnified, by an employee of the bidder or subcontractor (if any), anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the bidder under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **XII. Termination of Contract**

- If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, Our House shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve Our House of any obligation for balances to the contractor of any sum or sums set forth in the contract. Our House will pay only for goods and services accepted prior to termination.
- Notwithstanding the above, the contractor shall not be relieved of liability to Our House for damages sustained by Our House by virtue of any breach of the contract by the contractor and Our House may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due Our House from the contractor is determined.
- The contractor agrees to indemnify and hold Our House harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by Our House under this provision.



- In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- The owner may terminate the contract for convenience by providing sixty (60) calendar days advanced notice to the contractor.

**XIII. Merger, Sale and/or Transfer of Business**

- It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by Our House.
- The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of Our House.

**XIV. Payments**

- Periodic Payments shall be made based in accordance with approved Applications for Payments, to be submitted by the bidder along with the most recent schedule of values, supported by such data necessary to substantiate the accuracy of the work. Retainage of 10% shall be withheld until final completion of the project and issue of the Certificate of Occupancy or Certificate of Acceptance (where applicable) by the municipality.

**XV. Timing**

- The successful bidder shall be expected to commence work immediately upon contract execution, and written notice to proceed.



**BID FORM**

**Project: Lafayette Lane Group Home Improvements – Roof**

**Bidder:** \_\_\_\_\_

**BID BREAKDOWN:**

**BASE BID**

1. Roof \$ \_\_\_\_\_  
As specified below

**TOTAL BASE BID** \$ \_\_\_\_\_

**ALTERNATES:**

**Alternate 1: (specify if needed)** \$ \_\_\_\_\_

**Construction Schedule**

This is a **required** part of your bid:

This portion of the project does not require building permits per the building department.

Anticipated construction schedule \_\_\_\_ **days for completion of base bid**

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

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

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

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

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



**2018 Somerset County CDBG Project –  
Lafayette Lane Group Home Improvements  
Public Bid Specifications for Roof**

**General Notes**

- Clean up of all debris is required
- *Specifications must be provided if using equivalent to specified materials below*

**Roof**

- Remove existing roof down to wood surface and replace with single layer asphalt shingles with underlayment and ridge vent
- Timberline HD Roofing Shingles or equivalent
- Per building code:
  - o Install 2 rows ice and water shield and 15 lb. felt, replace existing vent collars and flashing.
- Product/roof warranty
  - o Must be minimum 30 year warranty





**BID FORM**

**Project: Lafayette Lane Group Home Improvements – Air Conditioning System**

**Bidder:** \_\_\_\_\_

**BID BREAKDOWN:**

**BASE BID**

1. AC System, installed as specified \$ \_\_\_\_\_

2. Permits \$ \_\_\_\_\_

**TOTAL BASE BID** \$ \_\_\_\_\_

**Construction Schedule**

This is a required part of your bid:

Assume 4 weeks for building permit review.

Anticipated construction schedule \_\_\_\_ **days for completion of base bid**

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

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

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

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

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



**2018 Somerset County CDBG Project –  
Pearl Street Group Home Improvements  
Public Bid Specifications for Air Conditioning System**

**General Notes**

- Building permits are to be included in cost estimates
- Clean up of all debris is required
- *Specifications must be provided if using equivalent to specified materials below*

**Specifications**

Replace existing air conditioning system:

- Remove and dispose of existing condenser and associated air handler
- Remove and dispose of existing duct work and associated flex to diffusers
- Install new Goodman GSX130361 condenser (or equivalent)
- Install new Goodman ARUF37C14 air handler (or equivalent)
- Install associate line set - line set to be concealed in white aluminum downspout
- Install new 26 ga galvanized trunk line with 3" R-10.2 foil scrim face insulation
- Install new insulated flex duct to existing diffusers - flex connections from trunk line to diffuser boxes not to exceed 6'



**BID FORM**

**Project: Lafayette Lane Group Home Improvements – Accessibility Modifications**

**Bidder:** \_\_\_\_\_

**BID BREAKDOWN:**

**BASE BID**

1. Installed per plans  
Plans from Fran! Studios  
Plans dated 11-21-18 \$ \_\_\_\_\_

2. Permits \$ \_\_\_\_\_

**TOTAL BASE BID** \$ \_\_\_\_\_

**Construction Schedule**

This is a required part of your bid:

Assume 4 weeks for building permit review.

Anticipated construction schedule \_\_\_\_ **days for completion of base bid**

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

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

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

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

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



**2018 Somerset County CDBG Project –  
Pearl Street Group Home Improvements  
Public Bid Specifications for Handicapped Accessibility Modifications**

**General Notes**

- Building permits are to be included in cost estimates
- Clean up of all debris is required
- *Specifications must be provided if using equivalent to specified materials in the architect's plans*

**Specifications**

- General description of the work - front and rear handicapped accessibility modifications –
  - o Inclined walkway to front door, doorway modification
  - o Widened front concrete walkway
  - o Replace rear deck door with accessible door
  - o Ramp from deck to driveway, including hard surface from ramp to driveway
  - o Alternate: replace decking
- Detailed Specifications are contained in the architect's drawings from Fran! Studios dated 11-21-2018.





**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

<b>ADDENDUM NUMBER</b>	<b>DATE</b>	<b>ACKNOWLEDGE RECEIPT</b>  (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

**(Signature of Authorized Representative)**

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

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

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

**FORM NOT REQUIRED IF NO ADDENDA ISSUED**



**CONFLICT OF INTEREST**

No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, real or apparent, in the contract or subcontract, or the proceeds thereof.

**NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid or proposal, the bidder certifies that:

- a. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- b. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor.
- c. No attempt has been made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.
- d. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statement contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.
- e. Attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certification by the signatory of this bid or proposal of the corporate bidder.

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

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

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

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

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



**AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT**

SS:  
STATE OF

COUNTY OF

Being duly sworn according to law, upon his oath deposes and says:

That an Affirmative Action Program of Equal Employment Opportunity, in support of state law, as well as in accordance with Executive Order No. 11246, promulgated by the President of the United States, September 24, 1965, and Executive Order No. 11625, promulgated by the President of the United States, October 13, 1971, has been adopted by this organization to ensure that applicants are employed, employees are treated without regard to their race, creed, color, national origin, sex or age, and that the selection and utilization of contractors, subcontractors, consultants, materials suppliers and equipment lessors, shall be done without regard to their race, creed, color or national origin. The Affirmative Action Program shall address the internal recruitment, employment and utilization of minorities and the external recruitment policy regarding minority contractors, subcontractors, consultants, materials suppliers and equipment lessors.

\_\_\_\_\_  
(NAME OF ORGANIZATION)

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

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

\_\_\_\_\_  
(TITLE)



## EQUAL EMPLOYMENT OPPORTUNITY

It will comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in the Department of Labor regulations (41 CFR Part 60).

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor 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.
2. The contractor 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 race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.





7. The contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.



**STATEMENT OF COMPLIANCE WITH SECTION 3**  
**HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968**

- A. The project assisted under this contract/agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 USC 1701n. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to residents of public housing and lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. Notwithstanding any other provision of this contract/agreement, the applicant/recipient shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 39 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this contract/agreement. The requirements of said regulation include, but are not limited to, development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulations, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.20(b) of the regulations in all contracts for work in connection with the project. The applicant/recipient certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.
- C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this agreement/contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant/recipient, its successors and assignees. Failure to fulfill these requirements shall subject the applicant/recipient, its contractors and subcontractors, its successors and assignees to the sanctions specified by this agreement/contract, and to such sanctions as are specified by 24 CFR Section 135.

**Applicant/Company Name:** \_\_\_\_\_

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

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

**Printed Name and Title:** \_\_\_\_\_



### COPELAND ANTI KICKBACK PROVISIONS

Compliance with the Copeland Anti-Kickback Act (18 USC 874) is required. This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. All suspected or reported violations shall be reported to the grantor agency.

### CLEAN AIR AND WATER ACTS

The following requirements are to be inserted in this contract and all subcontracts.

1. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15.
2. Agreement by the contractor to comply with Executive Order 11738 and with all the requirements of Section 306 of the Clean Air Act, as amended, (42 USC 1857(n)) and section 508 of the Clean Water Act (33 USC 1368), relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said section 306 and section 508, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph 1 through 4 of this section in every nonexempt subcontract, and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.



**FAIR LABOR STANDARDS ACT**

The contractor will comply with the Fair Labor Standards, Act of 1938, CH. 676, 29 USC and 201 et. seq.

**AGE DISCRIMINATION ACT**

It will comply with the Age Discrimination Act of 1975, Pub. L. 94-135, 42 USC Sec. 6101 et seq., which provides prohibition against discrimination on the basis of age. In addition, it will comply with the Rehabilitation Act of 1973, Pub. L. 93-112, 29 USC Sec. 701 et. seq., which provides that qualified handicapped individuals will not be discriminated against. (See 29 USC Sec. 794)

**MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE CERTIFICATION**

U. S. Department of Housing and Urban Development additional certification of status as a Minority/Women-Owned Business Enterprise:

Officers, bidders or suppliers are requested to complete, sign and attach this page, in single copy, to any bid, proposal or quote submitted under the Solicitation identified above. Completion of the certification is not a condition of eligibility for contract award.

The Bidder/Officer/Supplier certifies that he/she \_\_\_\_\_ is, \_\_\_\_\_ is not, (check one) a minority/women-owned business enterprise which is defined as a business which is at least 51 percent owned by one or more minority group members/women or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members/women, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, and Asian Indian Americans.

(Applicant/Company Name): \_\_\_\_\_

(Name of person signing): \_\_\_\_\_

(Title of person signing): \_\_\_\_\_

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

Date:





### RECORD RETENTION AND AUDITS

The Secretary of the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to all books, accounts, records, reports, files, and other papers or property of contractors and subcontractors pertaining to funds provided under this part for the purpose of making surveys, audits, examinations, excerpts and transcripts.

Financial records, supporting documents, statistical records, the environmental records required by 24 CFR 58.11, and all other records pertinent to the program, shall be retained by the contractor for a period of four years from the date of the completion of the contract. Records that are the subject of audit findings shall be retained for four years or until such audit findings have been resolved, whichever is later.



### DRUG-FREE WORKPLACE CERTIFICATION

The Subgrantee and Contractor will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The grantee's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
  - (a) Abide by the terms of the statement; and
  - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
  - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## INSTRUCTIONS CONCERNING DRUG-FREE WORKPLACE REQUIREMENTS:

By signing and/or submitting this application or grant agreement, the grantee is providing the certification.

The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

For grantees other than individuals, Alternate I will apply. (This is the information to which jurisdictions certify).

For grantees who are individuals, Alternate II applies. (Not applicable jurisdictions.)

Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question.

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

---

Check  if there are workplaces on file that are not identified here; The certification with regard to the drug-free workplace required by 24 CFR part 24, subpart F.

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled



Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

