SPECIFICATIONS AND PROPOSAL DOCUMENTS FOR THE SENIOR HOUSE WINDOW REPLACEMENT PROJECT

TOWNSHIP OF PEQUANNOCK

MORRIS COUNTY, NEW JERSEY

Date of Notice for Publication – June 21, 2020

Proposals Due – July 8, 2020, 10:00 a.m.

TOWNSHIP OF PEQUANNOCK MORRIS COUNTY, NEW JERSEY

SENIOR HOUSE WINDOW REPLACEMENT PROJECT

NOTICE FOR PUBLICATION

SENIOR HOUSE WINDOW REPLACEMENT PROJECTS

Sealed Proposals will be received by the Township of Pequannock, New Jersey, in the Manager's Office of the Municipal Building, 530 Newark-Pompton Turnpike, Pompton Plains, New Jersey, until 10:00 a.m. Prevailing Time, July 8, 2020.

Due to the current COVID-19 state of emergency and in order to limit possible exposure to pathogens, all proposals must be submitted by either regular mail, Federal Express or United Parcel Service and received at the offices of the Township of Pequannock — Office of the Township Manager, located at 530 Newark-Pompton Turnpike, Pompton Plains, New Jersey, 07444 prior to the time of opening at 1:00 p.m. on July 8, 2020. Proposals received after the above time shall not be accepted and/or opened. All bids submitted shall be addressed exactly as follows:

Township Manager Township of Pequannock Municipal Building 530 Newark-Pompton Turnpike Pompton Plains, NJ 07444

Attn: Senior House Window Replacement Project Proposal

In accordance with Local Finance Notice 2020-10, proposals shall be opened in a modified public format. Inperson attendance by bidders and/or the general public shall not be permitted due to the current state of emergency. In lieu of same, all bidders shall be provided instructions for web-conference access prior to the opening. A live-stream link will also be posted on the Township's website prior to the opening for use by the general public. Following the opening of bids, the three lowest bids shall be available for review on the Township's website.

The Township will not be responsible for proposal submissions that are lost in transit or delivered late by the USPS or any other carrier service. All Proposals must be received in and stamped "RECEIVED" by the Township Manager's office prior to the date and time of bid opening. All Proposals not received on time will be returned unopened to the bidder.

In general, Work consists of providing and installing replacement windows in the Township's Senior House building.

Beginning on June 22, 2020, proposal documents may be obtained by contacting the office of the Township Manager by calling 973-835-5700 ext. 133 or e-mailing manager@peqtwp.org between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, excluding legal holidays. There is no charge for the documents.

Proposals will be accompanied, in the case of corporations not chartered in New Jersey, by proper certificate that such corporation is authorized to do business in the State of New Jersey.

Each Proposal will be enclosed in a sealed envelope bearing the name and address of the Bidder will be addressed as previously noted.

All Bidders must submit to the Township a Business Registration Certificate issued by the New Jersey Division of Revenue, PL 2004 c.57 (NJSA 52:32-44) and NJSA 40A:11-23.2. BRCs may be submitted with Bids but must be submitted prior to the execution of a contract.

Simultaneously with the submission of proposals, the corporation or partnership so bidding will furnish a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or greater therein pursuant to Chapter 33, P.L. 1977.

Proposers are notified that they must pay workmen the prevailing wage rate as determined by the New Jersey Department of Labor and Industry for the project, pursuant to the "New Jersey Prevailing Wage Act" - Chapter 150 of the Laws of 1963.

Funding for this project is provided by the United States Department of Housing and Urban Development to the County of Morris. Therefore, the Federal Labor Standards Provisions and Davis Bacon wage rates and reporting will apply. Attention is called to the fact that the contractor must ensure that employees and applicants for employment are not discriminated against because of their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and to the greatest extent possible, opportunities for training and employment shall be given to lower-income residents of the project area and that, when possible, contracts shall be awarded to business concerns owned by area residents. Small, Minority and Women's Business Enterprises, and Section 3 businesses (contracts and subcontracts over \$100,000) are encouraged to submit proposals.

The right is hereby reserved to reject any and all bids or any part thereof or to waive any minor informalities or irregularities and to accept any bid or bids if deemed in the best interest of the Township of Pequannock to do so.

TOWNSHIP OF PEQUANNOCK

Adam W. Brewer, Township Manager

TOWNSHIP OF PEQUANNOCK MORRIS COUNTY, NEW JERSEY

PROPOSAL

TO TOWNSHIP OF PEQUANNOCK

The undersigned declares that he has carefully examined the enclosed documents and the site of the work and that he will provide all the necessary materials, labor, tools and equipment and all else necessary therefore and incidental thereto, complete in place, for the prices hereinafter quoted. The undersigned further declares that he understands the scope of work and will complete the work within the prescribed time.

It is understood that the quantities stated in this SCHEDULE OF PRICES for the various items are estimates only and may be increased or decreased to any amount, unless otherwise provided for in the Specifications.

| Name of Bidder | |
|----------------|--|

TOWNSHIP OF PEQUANNOCK MORRIS COUNTY, NEW JERSEY

| CENTOR | HOUSE | WINDOW | REPLACEN | JENT | PRC | MECT |
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| | SCHEDULE OF PRICES |
|----------------------------------|--------------------|
| Window Replacement – Lump Su | um |
| Amount in Numbers: \$ | |
| Amount in Words: \$ | |
| | |
| | |
| Individual Name of Firm or Title | , |
| Signature | Date |

| State? | |
|---|--|
| No Yes | - |
| | ling the dates of all occurrences |
| | partnership corporation under the laws individual |
| of the State of | having its principal office at |
| with a telephone number of (purposes of receiving telephone |) , and a fax number of () for one communications in connection with the performance of the Contract. |
| | Name of Bidder |
| | Name of Didder |

Has the undersigned bidder, or has any person, firm, corporation or partnership having an interest in the undersigned bidder, ever been listed or barred from the performance of public work by any department or agency of the State of New Jersey by reason of the violation of any law, rule or regulation of the

TOWNSHIP OF PEQUANNOCK

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract. Part I – Vendor Information Vendor Name: Address: State: Zip: City: The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form. Printed Name Title Signature Part II - Contribution Disclosure Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit. Check here if disclosure is provided in electronic form. Dollar Amount Recipient Name Date **Contributor Name**

Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 19:44A-20.26

County Name: Morris

State: Governor, and Legislative Leadership Committees

Legislative District #s: 40

State Senator and two members of the General Assembly per district: Senator Kristen Corrado, Assemblyman Kevin J. Rooney, and Assemblyman Christopher DePhillips

County: Morris

Freeholders: Deborah Smith, Stephen Shaw, Douglas Cabana, Kathryn DeFillipo, John Krickus,

Thomas Mastrangelo, Tayfun Selen

County Clerk: Ann Grossi Sheriff: James Gannon

Surrogate: Heather Darling

Municipalities (Mayor and members of governing body, regardless of title):

Ryan Herd, Kyle Russell, Richard Phelan, Melissa Florance-Lynch, David Kohle

STOCKHOLDER DISCLOSURE CERTIFICATION

| Name of Business: | | |
|---|--|---------------------------------|
| • | elow contains the names and home a of the issued and outstanding stock of OR | |
| I certify that no one st the undersigned. | ockholder owns 10% or more of the | issued and outstanding stock of |
| Check the box that represent | ts the type of business organization: | |
| Partnership | Corporation | Sole Proprietorship |
| Limited Partnership | Limited Liability Corporation | Limited Liability Partnership |
| Subchapter S Corporation | | |
| Sign and notarize the form Stockholders: | below, and, if necessary, complete | the stockholder list below. |
| Name: | Name: | |
| Home Address: | Home Addre | ss: |
| Name: | Name: | |
| Home Address: | Home Addre | ss: |
| Name: | Name: | |
| | | |
| Home Address: | Home Addre | SS: |
| | | |
| Subscribed and sworn before me this | day of, 2 | (Affiant) |
| (Notary Public) | | (Print name & title of affiant) |
| My Commission expires: | | (Cornorate Seal) |

PAYMENT OF PREVAILING WAGES

In accordance with the New Jersey Prevailing Wage Act, Chapter 150 of the Lawsa of 1963, as amended by Chapter 64 of the Laws of 1974, the contractor and ant subcontractor shall pay to workman wages, which are not less than the prevailing wages only if the contract exceeds \$16,263.00.

As this project to funded through a Federal Grant, Federal Labor Standards Provisions and Davis Bacon wage rates and reporting will apply.

PAY TO PLAY

The successful bidder is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the successful bidder receives contracts in excess of \$50,000 from public entities in a calendar year. It is the successful bidder's responsibility to determine if filing is necessary.

AFFIRMATIVE ACTION AFFIDAVIT

| State of New Jersey | | |
|---|---|---------------------------------------|
| County of | SS: | |
| I, of the (City, State of | , Town, Borough) of | in the County of |
| , State of | , of full age being duly swe | orn according to law on |
| my oath depose and say that: | | |
| | er, owner, member) of the firm | |
| contractor of the State of New Jersey, C | • | 2 |
| | affirmative action requirements of | · · · · · · · · · · · · · · · · · · · |
| rules and regulations issued by the Trea | surer, State of New Jersey, pursua | nt thereto. |
| 3 has o | complied with all the affirmative | action requirements of |
| the State of New Jersey, including thos | e required by P.L. 1975, c. 127 ar | nd rules and regulations |
| issued by the Treasurer, State of New Je | ersey pursuant thereto. | |
| 4. I am aware that if | does not comply with | h P.L. 1975, c. 127 and |
| rules and regulations issued pursuant t | hereto, that no monies will be pa | id by the State of New |
| Jersey, County of Morris, Township of | | |
| I am also aware that the contract may be | be terminated and that | may be debarred |
| from all public contracts for a period of | | |
| 5. I am aware that | is required to subn | nit one of the following |
| three documents to the Township of I | Pequannock along with the signed | d contract for goods or |
| services: 1) a copy of a letter from | | |
| evidencing federal affirmative action | plan approval; 2) a copy of a C | ertificate of Employee |
| Information Report issued by the Stat | e of New Jersey; or 3) a comple | eted Initial Affirmative |
| Action Employee Information Report (I | Form AA302). | |
| 6. If I am submitting an I | nitial Affirmative Action Employ | ee Information Report |
| (Form AA302), in compliance with pa | aragraph 5 above, I do hereby ce | ertify that I have never |
| before applied for a certificate of e | employee information report in | accordance with rules |
| promulgated by the Treasurer purs | uant to N.J.S.A. 10:5-31 et s | eq., as amended and |
| supplemented from time to time; and I | | |
| Employee Information Report. | | |
| Subscribed and Sworn to | | |
| Before me this day | Signature of Authoriz | zed Representative |
| of2016. | | |
| | | |
| | | |

AFFIRMATIVE ACTION PROGRAM INFORMATION

| The undersigned furnished the frequirements of the State of New J | | native Action Program: | e with the |
|---|-------------------|---------------------------------|------------|
| The undersigned is operating un Program. | der a Federally a | approved or sanctioned Affirmat | ive Action |
| Yes | No | | |
| The undersigned has less than | more than | fifty (50) employees. | |
| | | | |
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| | | | |
| | | | |
| | | | |
| | | Name of Bidder | |

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

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

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

The contractor or subcontractor, where applicable, will send to each labor union or representative 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.

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated

by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
- (I) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
- (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and

experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

- (ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
- (iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to <u>Subchapter 10 of the Administrative Code (NJAC 17:27)</u>.

RECORD OF RECENT CONTRACT AWARDS

Give full information about all of your contracts; of similar size or larger; whether private or government contracts; whether prime or sub-contracts; whether in progress or awarded but not yet begun.

| PROJECT TITLE: |
|-------------------------------------|
| Location: |
| Description: |
| \$ Value: |
| Date Started: |
| Date Completed: |
| Owner: |
| Address: |
| Telephone Number: |
| Architect/Engineer |
| Architect/Engineer Telephone Number |
| PROJECT TITLE: |
| Location: |
| Description: |

| \$Value: | |
|-------------------------------------|---|
| Date Started: | |
| Date Completed: | |
| Owner: | |
| Address: | |
| Telephone Number: | |
| Architect/Engineer | |
| Architect/Engineer Telephone Number | |
| PROJECT TITLE: | |
| Location: | _ |
| Description: | |
| \$ Value: | |
| Date Started: | |
| Date Completed: | |
| Owner: | |
| Address: | |
| Telephone Number: | |

| Architect/Engineer | |
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| Architect/Engineer Telephone Number | |
| PROJECT TITLE: | |
| Location: | |
| Description: | |
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| Date Started: | |
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| Owner: | |
| Address: | |
| Telephone Number: | |
| Architect/Engineer | |
| Architect/Engineer Telephone Number | |

TOWNSHIP OF PEQUANNOCK MORRIS COUNTY, NEW JERSEY

SENIOR HOUSE WINDOW REPLACEMENT PROJECT

Technical Specification

The project calls for the replacement of fourteen (14) windows in the Township of Pequannock's Senior House, located at 530 Newark-Pompton Turnpike, Pompton Plains, NJ 07444; the building adjacent and to the north of the municipal building.

Ten (10) windows are approximately 28.5" X 50.5" Four (4) windows are approximately 40" X 50.5"

- 1. All windows shall be replaced with White PVC Double-Hung Vinyl Replacement Windows, Anderson 200 Series Windows or those windows which are equivalent.
- 2. Windows shall have a minimum NFRC U-Factor of 0.30 (U.S./I-P)
- 3. Window screens shall be a half screen only
- 4. The contractor shall remove and dispose of all old windows and associated refuse.
- 5. All installation shall be conducted as per manufacturer requirements and manufacturer warranty must be provided with the windows.
- 6. Installation of all windows shall be square, plumb and level
- 7. The contractor is responsible for measuring all windows onsite; the measurements above are provided for reference.
- 8. Should any damage occur to the Senior House during installation, the contractor shall fix said damage at his/her cost.
- 9. The Township will be responsible for the painting of and damaged molding should repair to molding be necessary.
- 10. Labels on windows shall only be removed after final inspection and approval by the Director of the Department Public Works
- 11. All work is subject to the approval of the Director of the Department of Public Works.

TOWNSHIP OF PEQUANNOCK MORRIS COUNTY, NEW JERSEY

SENIOR HOUSE WINDOW REPLACEMENT PROJECT

Following and included is the compliance package from the County of Morris; all applicable sections shall apply.

ATTACHMENT A

NOTICE TO BIDDERS

Funding for this project is provided by the United States Department of Housing and Urban Development to the County of Morris. Therefore, the Federal Labor Standards Provisions and Davis Bacon wage rates and reporting will apply. Attention is called to the fact that the contractor must ensure that employees and applicants for employment are not discriminated against because of their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and to the greatest extent possible, opportunities for training and employment shall be given to lower-income residents of the project area and that, when possible, contracts shall be awarded to business concerns owned by area residents. Small, Minority and Women's Business Enterprises, and Section 3 businesses (contracts and subcontracts over \$100,000) are encouraged to submit bids.

SMALL AND MINORITY AND WOMEN'S BUSINESS ENTERPRISES

In order to comply with applicable federal requirements, subgrantees and prime contractors should take all the necessary affirmative steps to assure that minority firms and women's business enterprises and labor surplus area firms are used to the maximum extent possible. These steps shall include:

- a) Placing qualified small and minority and women's business enterprises on solicitation lists.
- b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- d) Establishing delivery schedules, where the requirements permit, which will encourage participation by small and minority businesses and women's business enterprises.
- e) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. This office will provide a New Jersey Commerce list of certified women and minority owned companies for your use based on the crafts indicated on your wage request form.
- f) Requiring the prime contractor, if sub-contracts are to be let, to take the affirmative steps as outlined in IV (a) through (e) of this paragraph.

TO: Morris County Community Development Subgrantees

FROM: Morris County Office of Community Development

RE: The Davis- Bacon Act and NJ State Prevailing Wages

DATE: September 15, 2016

Please consider the below information pertaining to Community Development bid packages.

- ./ Only the Davis-Bacon wage decision is to be inserted along with CD compliance package in the bid documents. NOTE: The state prevailing wages are not required in bid package but the procurement department requires the regulations be mentioned.
- ./ Davis Bacon is triggered upon any construction over \$2,000. The prevailing wages are triggered upon all construction over \$15,444.00.
- ./ State prevailing wages are enforced through contract provisions. Davis Bacon is also but as a part of the bid documents that are referenced in the contract. Only the highest of the two is to be paid by the contractor. NOTE: Contractor must compare the two lists and pay the highest in each area.
- ./ CD monitors Davis Bacon wages; the state does random checks to ensure state labor compliance. The contractor and the municipality must check because the state wages are not always the highest.
- ./ When paying overtime, with Davis-Bacon you must pay 1.5 of wage only plus the base fringe benefit. However, with prevailing wages the overtime is paid at 1.5 of wage plus fringe benefits.
- ./ The certified payroll must be submitted every single week the job is occurring to the County of Morris via forms WH347. The state will do random checks on the payroll compliance.
- ./ Contractors and subcontractors must submit Attachment G (from the compliance package to be cleared from federal and state debarred lists by Community Development. NOTE: contracts cannot be awarded until clearance occurs. For the state, only the state list must be adhered to.
- ./ If receiving federal grant funds: Then all federal provisions and acts also apply, such as the Copeland Anti-Kickback Act, Executive order 11246, Section 3, MBEIWBE and EEO. The state only requires adherence to contract law.

If you have any questions, please contact Darsi Beauchamp at 973-285-6029. Thank you.

| Bld Opening Gata Contact Person quotes In regard to the | this invitation for bld. Bidder's co | ntract with |
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| | this invitation for bld. Bidder's co | ntract with |
| quoles in regard to t | this Invitation for bld. Bidder's co | ntract with |
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| PENT, SERVICES VIDED TO THE | (6) TOTAL DOIIAR AMOUNT OF QUOTE RECEIVED | *(7) TOTAL COMMITMENT DOLLAR AMOUN |
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| *************************************** | | |
| | | - GOOTE RECEIVED |

EXPLANATION OF COLUMN ITEMS (MBE/WBE Contract Solicitation and Commitment Statement)

- 1. Provide your company name, address, telephone number.
- 2. Provide the Invitation for Bid (IFB) number, if available, bid opening date and bidder's contact person.
- Enter the subcontractor's company name, Employer Identification Number (EIN), Social Security Number (SSN) and telephone number with area code. Only the company's name is a mandatory item.
- 4. Indicate whether or not the firm is an MBE/ WBE firm. Place a check mark in either the MBE column or the WBE column.
- 5. Indicate type of work to be performed and/or material to be supplied.
- 6. Enter the total dollar amount of the quote received.
- 7. Enter the dollar amount of the commitment which you have made to the MBE or WBE firm. If no amount is provided in this space, it will be presumed that your firm made no commitment to the MBE or WBE firm.
- 8. NOTE: You must include information on both solicited and unsolicited quotes. Failure to include a firm providing solicited or unsolicited quotes may result in the rejection of the bid. Five days is a guide. However, adequate time must be provided for subcontractors and suppliers to respond to bids.
- 9. NOTE: If the minimum participation levels for this project are not achieved, you must provide a written explanation on this or a separate sheet explaining the failure to achieve the MPL for either MBE or WBE. Failure to provide this explanation will result in rejection of the bid as non-responsive.
- Indicate the name and title of the person(s) who prepared the form, along with an e-mail address.
- *KEY NOTE: Mandatory Items: Failure to provide mandatory items will result in rejection of the bid as non-responsive. These items appear in Columns 3 and 7. Only the company name is a mandatory item in Column 3.

ATTACHMENT B

EXECUTIVE ORDER 11246

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

- The contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- (2) The conttactor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.
- (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 agency contracting officer, advising the labor union or workers' representative of the contractors commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 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 No. 11246 of September 24, 1965 and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will finnish all infimmation and reports required by Executive Order No. 11246 of September 24, 1965 and by the rules, regulations and orders of the Secretary of Labor or pursuant thereto and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's non-compliance with non-discrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in patt and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965 or by rule, regulation or order of the Secretary of Labor or as otherwise provided by law.
- (7) The contractor will include 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 No. 11246 of September 24, 1965, 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 contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States,

EXECUTIVE ORDER 11246 (AS AMENDED BY EXECUTIVE ORDER 11375)

Requires an Affirmative Action Plan from all federal contractors and subcontractors and requires that firms with contracts over \$50,000 and 50 or more employees develop and implement written programs to be monitored by the Department of Labor. Revised order 4 covers underutilization of females and minorities and Rule 401:2741 covers payment of dues in private clubs that discriminate on the basis of race, sex, religion, and national origin. Executive Order 11246 is enforced through compliance reviews during which the employer's Affirmative Action Compliance Plan and supporting EEO policies and practices are closely scrutinized.

Mon·is County Community Development Program- Specification Inclusions

ATTACHMENT C

ACCESSIBILITY TO CONSTRUCTION SITE AND CONTRACTOR'S FILES

The municipality, the County of Morris, Department of Human Services, Division of Community & Behavioral Health Services, Office of Community Development and the U.S. Department of Housing and Urban Development shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment, material invoices, contractors' books of account, relevant data and records.

ATTACHMENT D

INTEREST OF OTHER PARTIES

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

No member, officer or employees of the County of Morris or its designees or agents, no member of the governing body of the locality in which the project is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project shall, during his tenure or for one year thereafter, have any interest, direct or indirect, in this matter or the proceeds thereof.

ATTACHMENT E

SECTION 3 REQUIREMENTS

In conformance with the requirements of Section 3 of the Housing and Community Development Act of 1968, to the greatest extent feasible, subrecipients receiving \$100,000 or more must award contracts for work to be performed to eligible business concerns located in or owned by residents of the target area to ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of governmental assistance for housing.

- 1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701, Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to 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 the persons residing in the area of the project.
- 2. The parties to this contract will comply with the provisions of said Section 3 and the requirements issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of this agreement. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them fi om complying with these requirements.
- 3. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organizations or workers' representative of his commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- 4. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided the contractor with a preliminary statement of ability to comply with the requirements of these regulations.
- 5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135 and all applicable mles and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant, loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR 135.

Monis County Community Development Program-Specification Inclusions

SECTION 3 AT A GIANCE

COUNTY OF MORRIS COMMUNITY DEVELOPMENT

- 1. Section 3 directs the recipient (County of Morris) and the subreceipients and developers to give preference for training and employment opportunities arising from those programs to local low-income residents "to the greatest extent feasible."
- 2. This is inclusive of giving preference to Section 3 business concerns or the businesses that hire Section 3 residents for contracts as contractors and subcontractors.
- 3. Section 3 was developed to foster local economic development and improvements and individual self-sufficiency in the County of Morris.
- 4. A business may be MBE/WBE and Section 3 certified.
- 5. Any jobs over \$10,000 requires outreach for MBE/WBE (gender and race specific)
- 6. Any jobs over \$100,000 (regardless of how much the County of Morris provides in the grant) requires outreach for Section 3 (not gender and race specific)
- 7. A Section 3 resident is one that either: a.) lives in a public housing or Indian Housing, b.) is a resident of the area where the project funds will be expended by Community Development c.) is a low-income person whose income does not exceed 80% of the median federal income levels.
- 8. A Section 3 business is one that: a.) is owned by 51% or more by Section 3 residents b.) a business whose staff whether full-time, part-time, seasonal, or temporary is comprised of at least 30% of Section 3 residents. In other words 3 out of 10 employees, d.) a businesses that has committed 25% of the dollar amount of its subcontracts to Section 3 businesses.
- 9. The other area that qualifies is Youthbuild working on projects.
- 10. All Section 3 and MBE/WBE businesses must submit evidence of their ability to successfully complete the contract and demonstrate certification in both programs.
- 11. All jobs all levels may be Section 3.
- 12. Employment: 30% of new full-time, part-time, seasonal, temporary workers that qualify as Section 3 residents.
- 13. Employment: 10% of total dollar amount of all Section 3 covered contracts for building trades work.
- 14. Employment: 3% of total dollar amount for contracts in professional services
- 15. Hires can be counted for 3 years even if the residents' income is over the median federal income limits
- 16. Bids are set aside to Section 3 businesses if: a.) the bid is within the maximum total contract price established in solicitation (please see attached sheet for the chart), b.) bid is not more than "X" higher than the total bid price of the lowest responsible bidder, c.) if no Section 3 bidder, then bid goes to the lowest bidder (Section 3 bidders, that are qualified, take precedence over the lowest bidder).
- 17. 15to 25% of total number of rating points set aside for preference to Section 3 businesses.
- 18. Unions may help with the Section 3 annual quotas.
- 19. County of Morris has outreached to different non-profit agencies that may assist the projects and contractors for new hires (subcontractors are new hires, even if they always work with contractor).
- 20. For more information and training for subgrantees and contractors, please contact: Darsi D. Beauchamp, Ph.D. at 973-285-6029.

ADDENDUM TO CDBG PROGRAM

| Date | |
|-------------|--|
| しなに | |

BETWEEN COUNTY OF MORRIS

AND

SECTION 3 REQUIREMENTS FOR PROJECTS OVER \$100,000

§135.38 Section 3 clause.

DATE

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 ?(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 ?(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 ?(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section ?(b).

| I HAVE READ AND UNDERSTOOD THE SECTION 3 CLAUSE AS STATED IN THE 24 CFR PART 135 | | | | | | | | |
|--|-----------|--|--|--|--|--|--|--|
| NAME | SIGNATURE | | | | | | | |
| | | | | | | | | |

SECTION 3 CONTRACT SOLICITATION AND COMMITMENT STATEMENT (2) IFB Number (1) Name of Bidder Add Bid Opening Oata COntact Peroon Telephone Number (8) NOTE: list those certified minority/woman owned businesses from which you solicited quotes or which contacted you and gave you quotes in regard to this invitation for bid. Bidder's contract with Sub<ahreeding the substitute of the substitute (7) TOTAL DOIIAR AMOUNT OF QUOTE RECEIVED *(8) TOTAL (6) TYPE OF CONSTRUCTION, EQUIPENT, SERVICES AND/OR SUPPLIES TO BE PROVIDED TO THE PROJECT (5) SECTION3 *(4) EIN OR *(3) COMPANY NAME, COMMITMENT (X) DOU.AR AMOUNT &TELEPHONE NUMBER SSN 10) NOTE Minimum lavals (MPL): Section 3-10% A presum JUon of rasp: mslbillty may be made if the dollar commitment of Sel:tion 3's reflect the minimum participation level. Telephone NumberjEmail Address (11) Prept red By Use additional sheets If necessmy.

EXPLANATION OF COLUMN ITEMS (Section 3 Contract Solicitation and Commitment Statement)

- 1. Provide your company name, address, telephone number.
- 2. Provide the Invitation for Bid (IFB) number, if available, bid opening date and bidder's contact person.
- 3. Company's name and telephone number with area code are mandatory items.
- 4. Employer Identification Number (EIN) or Social Security Number (SSN).
- 5. Indicate whether or not the firm is a Section 3 firm. Place a check mark in the Section 3 column.
- 6. Indicate type of work to be performed and/or material to be supplied.
- 7. Enter the total dollar amount of the quote received.
- 8. Enter the dollar amount of the commitment which you have made to the Section 3 firm. If no amount is provided in this space, it will be presumed that your firm made no commitment.
- 9. NOTE: You must include information on both solicited and unsolicited quotes. Failure to include a firm providing solicited or unsolicited quotes may result in the rejection of the bid. Five days is a guide. However, adequate time must be provided for subcontractors and suppliers to respond to bids.
- 10. NOTE: If the minimum participation levels for this project are not achieved, you must provide a written explanation on this on a separate sheet explaining the failure to achieve the MPL. Failure to provide this explanation will result in rejection of the bid as non-responsive.
- 11. Indicate the name and title of the person(s) who prepared form, along with an e-mail address.
- *KEY NOTE: Mandatory Items: Failure to provide mandatory items will result in rejection of the bid as non-responsive. These items appear in Columns 3, 4 and 8.

TO BE SUBMITTED WITH CONTRACT DOCUMENTS IF AWARDED

WORK FORCE NEEDS TABLE (EMPLOYEES)

| OCCUPATION/CATEGORY | APPROX. NUMBER OF SKILLED EMPLOYEES REQUIRED | TOTAL NUMBER OF SKILLED EMPLOYEES PRESENTLY ON PAYROLL | TOTAL NUMBER OF SKILLED EMPLOYEES TO BE HIRED | TOTAL NUMBER OF LOWER INCOME RESIDENTS TO BE HIRED |
|---------------------|--|--|---|--|
| | | | | |
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| | | l | | |

The following are the occupational category classifications that should be inserted in the Table:

- 1. Professional
- 2. Technicians
- 3. Office/Clerical
- 4. Tradesman: (a) Carpenter, (b) Electrician, (c) Laborer, (d) Other

Employment Certification

- A. The Contractor certifies that the above table represents the approximate number of employee positions that are needed and which are not presently filled by regular and permanent employees, and which new employees will be required in the execution of the contract and also represents the number of lower income County residents that the Contractor proposes to make good faith effort to employ.
- B. The Contractor certifies that it will make a good faith effort to employ the number of lower income employees stated above by contacting such community based organizations and service agencies in addition to advertising through the County's newspapers and erecting signs on the project site contractor's employment posters.
- C. The Contractor, prior to subcontracting any portion of the work covered by this contract, will require a Work Force Needs Table to be prepared and certification similar to paragraph A, B, and C to be executed.

WORK FORCE NEEDS TABLE (TRAINEES)

| OCCUPATION/CATEGORY | APPROX. NUMBER OF TRAINEES REQUIRED | TOTAL NUMBER OF TRAINEES PRESENTLY ON PAYROLL | TOTAL NUMBER OF TRAINEES TO BE HIRED | TOTAL NUMBER OF LOWER INCOME TRAINEES TO BE HIRED |
|---------------------|--|---|---|---|
| | | | | |
| | | | | |
| | | | | |

The following are the occupational category classifications that should be inserted in the Table:

- I. Professional
- 2. Teclmicians
- 3. Office/Clerical
- 4. Tradesman: (a) Carpenter, (b) Electrician, (c) Laborer, (d) Other

Trainee Certification

- A. The Contractor certifies that the above table represents that approximate number of trainee positions required in the execution of the _____ contract and also represents the number of lower income County residents that the Contractor proposes to utilize in filling trainee positions.
- B. The Contractor certifies that it will make a good faith effort to fulfill the number of lower income trainees' state above by utilizing such community based organizations.
- C. The Contractor certifies that trainees to be utilized on this project in no event are less than the number of trainees determined by the Secretary of Labor for each building construction occupation.

| D. | The Contractor, prior to subcontracting any portion of the work covered by this |
|----|--|
| | contract will require a Work Force Needs Table to be prepared and certifications |
| | similar to paragraph A, B, C and D to be executed. |

Reporting

| The Contractor will report the results of employee and trainee employment of lower necome residents of the County at the conclusion of the contract. The Contractor reports will include not only his efforts, but the efforts of subcontractor, if any. | | | | |
|--|--|--|--|--|
| will, to the greatest extent feasible, abide by the required Urban Development Act of 1968, 12, U.S.C. | the Contractor uirements of Section 3 of the Housing 70lu, in carrying out its contract. | | | |
| Project Name | | | | |
| Contractor | Date | | | |
| Signature | | | | |
| Title | | | | |

SECTION 3 OPPORTUNITIES PLAN

Business Opportunities and Employment Training of Public Housing Residents and Low and Very Low Income Residents of Morris County

Please review the information below, and provide your responses on separate paper. (A Section 3 Economic Opportunity Plan Instruction Sheet is attached to further assist you in developing your responses to the information requested below.)

- 1. Identify individual(s) responsible for planning, implementing and tracking the projects' Section 3 training and employment goals. Describe their prior experience in this area.
- 2. Describe efforts (contractor and subcontractor) to be taken to recruit, solicit, encourage, facilitate, and hire public housing and other low-income persons. Identify any private or public resources that will be used.
- 3. Describe contractor's activities to be taken for recruiting, soliciting, encouraging, facilitating and selecting Section 3 subcontractors, where applicable.
- 4. Describe plans to structure project activities in ways that create opportunities for Section 3 firms' participation, where applicable.

YOUR RESPONSES TO QUESTIONS 1-4, WILL CONSTITUTE YOUR PLAN; PLEASE ATTACH YOUR PLAN DOCUMENT AND ALSO INCLUDE THE FOLLOWING INFORMATION ON YOUR PLAN:

- (1) COMPANY NAME
- (2) YOUR NAME AND PHONE NUMBER
- (3) BID NUMBER AND NAME.

See sample attached

SAMPLE PLAN

PLEASE RE-TYPE YOUR OWN FIRM'S PLAN ON YOUR FIRM STATIONERY

FIRM NAME, ADDRESS, TELEPHONE AND FAX NUMBER

Question#!

Identify individuals responsible for planning, implementing, and tracking the project's Section 3 training and employment goals. Describe their prior experience in this area.

| The individual responsible for planning, implem- | enting and tracking the project's |
|---|--|
| Section 3 training and employment goals is | (identify appropriate title of |
| this individual), of name of firm | (hereafter referred to as "Contractor"). |
| He (or she) will obtain all pertinent information | to become thoroughly familiar and |
| ensure contract compliance with the HUD Section | 3 Regulation. Name of individual: |
| has worked on construction (or service | e, whichever is applicable) projects, |
| and is qualified to administer contractor's Section | 3 Economic Opportunity Plan (Plan.) |

Question#2

Describe efforts (contractor and subcontractor) to be taken to recruit, solicit, encourage, facilitate and hire public housing and other low-income persons. Identify any private or public resources that will be used.

The employment goal is thirty percent (30%) of the aggregate number of new hires. Contractor will take the following steps to recruit, solicit, encourage, facilitate and hire public housing and other low-income persons, in the event any vacancies occur throughout the duration of the project:

- 1. Meet with One-Stop to review the employment needs for this project.
- 2. Outreach to public housing resident associations and others to alert them to the employment opportunities.
- 3. Develop a list of "pre-qualified" Section 3 public housing and other low-income residents who could fill job vacancies that may later become available.
- 4. Send notices about Section 3 training and employment obligations and opportunities required for this project to labor organizations.
- 5. Establish a training program to provide public residents and other low income residents with the opportunity to learn basic skills and job requirements.
- 6. Advertise in major and community newspapers and on job sites for workers who meet the definition of a Section 3 resident.

Contractor will establish files to record and retain written documentation of all training and employment outreach efforts and resources from agency representatives and job applicants.

Question#3

(ONLY APPLICABLE TO FIRMS THAT SUBCONTRACT]

Describe the contractor's activities to be taken for recruiting, soliciting, encouraging, facilitating and selecting Section 3 subcontractors, where applicable.

Contractor will take all feasible measures to recruit, solicit, encourage, facilitate, and select qualified Section 3 business subcontracting firms to perform at least 10% of the project award amount (contract sum) for each project for which Contractor is the successful bidder.

Contractor will request the organizations, listed below, to provide lists of firms, organized by trade category, which can perform required project work (in addition to these organizations, Contractor may also contact other organizations that provide such listings):

- 1. Contractor's Resource Center
- 2. Small Business Administration
- 3. Minority Business Development Center

Contractor understands that, in addition to awarding work to qualified Section 3 businesses, it is our responsibility to:

- 1. Use the contractor's or firms solicitation letter to advertise to the "greatest extent feasible" to all firms on lists provided *to* us by Morris County and other organizations about the type of work needed to complete each project;
- 2. Advise firms of Contractor's obligation to seek and award work to qualified Section 3 businesses, where feasible,
- 3. Clarify the definition of a Section 3 resident and business,
- 4. Explain how to qualify as a Section 3 business in order to be eligible to receive a preference from Contractor when subcontractor work is to be awarded, and
- 5. Provide Section 3 certified firms that are qualified to perform work with an opportunity to submit price quotations for the project work, and where financially feasible, hire such firms as subcontractors.
 - •! Documentation of Outreach to find Eligible Section 3 Subcontracting Firms
- Contractor will establish files to record and retain written documentation of all outreach efforts and responses received from organizations and subcontractors who are contacted.

| 2. | Contractor will provide a report on each outreach effort and at the conclusion of the |
|----|---|
| | project on Section 3 individuals and firms employed. |

Question #4:

Describe plans to structure project activities in ways that create opportunities for Section 3 firms' participation, where applicable.

Contractor will make every effort to structure project activities to increase opportunities for Section 3 businesses. This will be accomplished by sub-dividing the work into smaller amounts, or by using multiple firms to complete similar types of work.

| Submitted by: | Submission Date: |
|----------------|------------------|
| | |
| | |
| President Name | |

CONTRACTOR'S SECTION 3 ACTION PLAN FOR BUSINESS UTILIZATION

- A. The Contractor shall utilize, to the maximum extent feasible, eligible Section 3 Business Concerns located in the County of Morris in contracting for work to be performed in connection with the completion of the contract. Eligible Section 3 businesses are those which qualify as 'small' under the Small Business Administration size standards and which are socially and economically disadvantaged.
- B. The Contractor has established a goal of 30% (Minimum Goal) of the total contract amount which he expects to award to eligible Section 3 business concerns. Table I, Business Utilization Table, sets forth the classification of subcontracts, the estimate of each subcontractor dollar amount, whether a Section 3 business is intended to be utilized and the dollar amount of proposed subcontracts to Section 3 businesses.
- C. To achieve the goal specified in paragraph "B", the Contractor shall:
 - 1. Make full use of minority business listings made available by the Morris County.
 - 2. Take steps to insure that subcontracts which are typically let on a negotiated rather than a bid basis are also let on a negotiated basis, whenever feasible.
 - 3. Where competitive bids are solicited, include as part of the bid documents the Contractor's goals for Section 3 as it related to the work for which bids are being solicited, require each bidder to submit their Utilization Goals and Affirmative Action Plan for achieving Section 3 Business Utilization.
 - 4. Insert the Section 3 contract language required by 24 CFR 135.38 in all subcontracts; and require to be executed by the subcontractor a certification of compliance with Section 3, similar to the Contractor's Certification of Compliance, Form S3-4, and an Affirmative Action Plan for Business Utilization, Form S3-4.

| The Contractor will report the results of the affirmative efforts and undertakings per paragraph A, B, and C above, including the efforts of its subcontractors at the conclus of the project. | | | |
|--|------|--|--|
| Signature / Contractor | Date | | |
| Approved / County of Morris | Date | | |

BUSINESS UTILIZATION TABLE

| | | USE OF SECTION 3 BUSINESSES | | PROPOSED | |
|--------------------------|------------------------------------|-----------------------------|----|--|--|
| PROPOSED SUBCONTRACTS | SUBCONTRACT DOLLAR AMOUNT ESTIMATE | YES | NO | SUBCONTRACTS TO SECTION 3 BUSINESSES DOLLAR AMOUNT | |
| | | | | | |
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| | | | - | | |
| TOTALS: | | | | | |

The following are the examples of services, which may be required by subcontractors and these classifications, should be inserted in the table if applicable:

- 1. Selling bricks
- 2. Selling lumber
- 3. Selling cement, sand, gravel
- 4. Making steel cast
- 5. Selling electric supplies
- 6. Selling kitchen appliances
- 7. Selling bathroom fixtures
- Window-installation
- 9. Air conditioning sales and/or installations
- 10. Floor tile sales and/or installations
- 11. Door sales and/or installations
- 12. Landscaping
- 13. Carpeting
- 14. Stationery and/or advertising
- 15. Other (Specify):

This list should also include professional services, and all of the construction trades, i.e., plumbing, electrical, drywall, carpenters, etc., which are intended to be subcontracted.

WORK FORCE NEEDS TABLE (EMPLOYEES)

| OCCUPATION/CATEGORY | APPROX. NUMBER OF | TOTAL NUMBER OF | TOTAL NUMBER OF | TOTAL NUMBER OF |
|---------------------|-------------------|-------------------|-------------------|-----------------|
| | SKILLED EMPLOYEES | SKILLED EMPLOYEES | SKilled EMPLOYEES | LOWER INCOME |
| | REQUIRED | PRESENTLY ON | TO BE HIRED | RESIDENTS TO BE |
| | | PAYROU | | HIRED |
| | | | *** | |

The following are the occupational category classifications that should be inserted in the Table:

- 1. Professional
- 2. Technicians
- 3. Office/Clerical
- 4. Tradesman: (a) Carpenter, (b) Electrician, (c) laborer, (d) Other

Employment Certification

| A. | The Contractor certifies that the above table represents the approximate number of employee positions that are needed and which are not presently filled by regular and permanent employees, and which new employees will be required in the execution of the | | |
|----|---|--|--|
| | _ | | |
| | contract and also represents the | | |
| | number of lower income County residents that the Contractor proposes to make good faith effort to employ. | | |
| В. | The Contractor certifies that It will make a good faith effort to employ the number of lower | | |

- B. The Contractor certifies that It will make a good faith effort to employ the number of lower income employees stated above by contacting such community based organizations and service agencies in addition to advertising through the County's newspapers and erecting signs on the project site contractor's employment posters.
- C. The Contractor, prior to subcontracting any portion of the work covered by this contract, will require a Manpower Utilization Table to be prepared and certification similar to paragraph A, B, and C to be executed.

WORK FORCE NEEDS TABLE (EMPLOYEES)

| OCCUPATION/CATEGORY | APPROX. NUMBER OF TRAINEES REQUIRED | TOTAL NUMBER OF TRAINEES PRESENTLY ON PAYROLL | TOTAL NUMBER OF TRAINEES TO BE HIRED | TOTAL NUMBER OF LOWER INCOME TRAINEES TO BE HIRED |
|---------------------|--|---|--|--|
| | | | | |

The following are the occupational category classifications that should be inserted in the Table:

- 1. Professional
- 2. Technicians
- 3. Office/Clerical
- 4. Tradesman: (a) Carpenter, (b) Electrician, (c) Laborer, (d) Other

Trainee Certification

- B. The Contractor certifies that it will make a good faith effort to fulfill the number of lower income trainees state above by utilizing such community based organizations.
- C. The Contractor certifies that trainees to be utilized on this project in no event are less than the number of trainees determined by the Secretary of Labor for each building construction occupation.
- D. The Contractor, prior to subcontracting any portion of the work covered by this contract will require a Manpower Utilization Table to be prepared and certifications similar to paragraph A, B and C to be executed.

| Reporting | | |
|--|--------------------------------|---|
| The Contractor will report to the County on a regular basemployee and trainee employment of lower income reswill include not only his efforts, but the efforts of subcontractors are contracted in the country of the co | idents of the County. The Cor | |
| greatest extent feasible, abide by the requirements of Se Act of 1968, 12, U.S.C. 1701u, in carrying out its contract | ction 3 of the Housing and Url | , |
| Project Name | | |
| | _ | |
| Contractor | Date | |
| Signature | _ | |

Title

<u>ATTACHMENT F</u>

FEDERAL LABOR STANDARDS PROVISIONS

Morris County Community Development Program - Specification Inclusions

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 representatives, and HUD or Its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where a propriate), 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 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 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 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 I(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 I(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 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 Optional Form WH-347 is available for this purpose from Hour Division the Wage and Web http://www.dol.govlesalwhd/formslwh347instr.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 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 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, 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 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. 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
- 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 5.12.
- 8. Compliance with DavisMBacon 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
- 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 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 subcontractor because such employee has filed anv 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.
- Contract Work Hours and Safety Standards Act The provisions of this paragraph 8 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 sub paragraph (1) of this paragraph.

- (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.

ATTACHMENT- G

CONTRACTOR and SUBCONTRACTOR CLEARANCE REQUIREMENTS

| COMPANY NAME: | | | |
|---------------------------|-------|---------|------------|
| OFFICE ADDRESS: | | | |
| | | | |
| PHONE NUMBER: | | | |
| *FEDERAL TREASURY NUMBER: | | | |
| *DUNS NUMBER AND SAMS/CAG | ENUMB | ER | |
| WBE D | MBE | D | SECTION3 |
| | P | RINCIPA | L OFFICERS |
| PRESIDENT: | | | |
| ADDRESS: | | | |
| | | | |
| *SOCIAL SECURITY NUMBER: | | | |
| VICE PRESIDENT: | | | |
| ADDRESS: | | | |
| | | | |
| *SOCIALSECURITYNUMBER: | | | |
| TREASURER; | | | |
| ADDRESS: | | | |
| | | | |
| *SOCIAL SECURITY NUMBER: | | | |
| SECRETARY: | | | |
| ADDRESS: | | | |
| | | | |
| *COCIAL CECLIDITY NUMBER. | | | |

*Your EIN, DUNS and Social Security numbers are required to obtain debarment clearance-NO EXCEPTIONS. You are responsible for compliance with all Federal regulations, as this is a federal project. Contractors and subcontractors are responsible to incorporate the highest wage decision from Federal and State for each job title. A weekly report of subcontractors and certified payrolls are required from contractors and subcontractors. Failure to comply with submission of documentation or required corrections could result in withholding of progress and/or final payments.

ATTACHMENT H

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

ATTACHMENT I

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the contract documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

| Name of Company | |
|----------------------|---|
| Authorized Signature | *************************************** |
| PnntName | |
| Title | |
| Date: | |

Morris County Community Development Program- Specification Inclusions

ATTACHMENT J

HOUSING CONSTRUCTION STANDARDS

The structure must meet the standards set by the New Jersey State and local codes.

The contractor is responsible for obtaining all permits and complying with local building codes.