

REQUEST FOR BID

For

**Owners seeking General Contractor for
Weatherization Improvements at**

INCCA CARROLL STREET HOUSES

40 Albert M Tyler Place

Paterson, NJ 07501

Issue Date: August 17, 2011

DUE DATE: August 31, 2011

Request for Bid
FOR
General Contractor for
Weatherization Improvements at
INCCA CARROLL STREET HOUSES
40 Albert M Tyler Place, Paterson, NJ 07501

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**REQUEST FOR BID
FOR
MULTIFAMILY WEATHERIZATION ASSISTANCE PROGRAM**

1.0 INFORMATION FOR BIDDERS

1.1 Background

Under the American Recovery and Reinvestment Act of 2009, H.R. 1 (“ARRA”), the United States Department of Energy (“USDOE”) provided Recovery Act Weatherization Formula Grants to the States, including a grant to the Weatherization Assistance Program (“WAP”) administered by the New Jersey Department of Community Affairs, (“DCA”) Office of Low-Income Energy Conservation, (“OLIEC”). This bid is in accordance with ARRA and regulations and guidelines promulgated by the United States Department of Energy, 10 CFR 440 et seq. (“DOE Regulations”) and WAP.

The Owner of the premises located at (insert address of building), (the “Project”) has received a commitment under WAP to provide funding to install weatherization and energy efficiency measures at the Project through DCA’s subgrantee, the New Jersey Housing and Mortgage Finance Agency, (“HMFA” or “Agency”).

1.2 Purpose and Intent

The Owner is seeking proposals from general contractors to install the weatherization and energy efficiency measures and perform the work identified in the Scope of Work, attached at **Exhibit A** hereto. The successful Bidder shall be available to commence work at the Project as soon as possible and must complete construction and submit for final payment by December 31, 2011.

2.0 DEFINITIONS

Bidder – An individual or business entity submitting a proposal in response to this Request for Bid.

Contractor – The Bidder awarded a contract resulting from this bid request. The Contractor shall retain full responsibility for the performance of all of its obligations under the contract, including payment to any Subcontractor.

EA-QUIP – Energy Audit using the Queens Information Package. EA-QUIP determines economically optimal mixes of energy-saving measures for a given building and within a chosen budget, for which it uses retrofit and cost libraries. From the library of measures, the program chooses those which are applicable to the building under consideration and ranks them by decreasing savings-to-cost ratio.

Energy Auditor - A contractor that has participated Multifamily WAP Training and is qualified through the Pay for Performance Program established by the New Jersey Office of Clean Energy to provide energy audit services to commercial buildings.

Firm Fixed Price (or Not-to-Exceed Amount) – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid unless there is a pre-approved (by Owner and HMFA) change in the scope of work.

Multifamily Weatherization Assistance Program (Program) – An HMFA program in which the Project is a participant created in accordance with ARRA and DOE Regulations.

New Jersey Housing & Mortgage Finance Agency (HMFA) - a body corporate and politic created in, but not of, the DCA pursuant to the New Jersey Housing and Mortgage Finance Law of 1983, as amended, N.J.S.A. 55:14K-1 et seq. and a subgrantee of DCA for WAP.

Owner – The owner of the Project and party to the contract with the successful Bidder.

Scope of Work – work to be performed at the Project as identified in Exhibit A attached hereto.

Subcontractor – An entity having an arrangement with a general contractor, in which the Contractor uses the products and/or services of that entity to fulfill some of its obligations under its contract.

Weatherization Assistance Program (WAP) - The federal Weatherization Assistance Program (WAP) created in 1976 pursuant to 42 U.S.C. 6861, et seq. and is subject to regulations set forth in Chapter 10, Part 440 of the Code of Federal Regulations to assist low-income families who lack resources to invest in energy efficiency.

3.0 SCOPE OF WORK

The successful Bidder shall enter into a contract with the Owner to install the energy measures and perform the work identified in the Scope of Work, attached at **Exhibit A** hereto. The work shall be subject to the inspection of the USDOE, DCA, the HMFA and their designees.

4.0 SPECIFIC REQUIREMENTS

The purpose of these requirements is to assist the Owner in selecting the most responsible Bidder, price and other factors considered, to install the energy measures and perform the work identified in the Scope of Work attached at **Exhibit A**. The Owner is seeking written proposals from general contractors experienced in making improvements including the installation of energy efficiency measures into multifamily buildings.

All Bidders must provide the items listed below in a concise format, numbered and organized in the following order. Proposals that do not address each item below or do not include the information requested below may not be considered.

1. Eligibility Criteria:

All Bidders must provide a copy of their Certificate of Formation (NJ Businesses) or their Authorization to do Business in New Jersey (Non-NJ Businesses)

2. Qualifications:

Provide a detailed narrative of your firm's qualifications.

3. Similar Projects:

A detailed list and description of similar projects your firm has worked on including any specific projects that included the installation of energy efficiency measures.

4. Bidder Personnel and Subcontractors:

a) Identify the personnel who will be assigned, directly involved and responsible throughout the duration of the Project. Include their specific experience, title, expertise and hourly rate. Two or more members of Bidder's staff shall be identified as having a primary and secondary role with the Project.

b) Identify each Subcontractor your firm intends to utilize in performing the work by trade.

5. Price:

a) Provide in detail the cost of each measure to be installed as described in the Scope of Work (Exhibit A) including a trade payment breakdown of labor and materials. Also include the following:

1. Firm Fixed Price for each **measure** identified in the Scope of Work (Exhibit A) to be detailed on the Cost Sheet (**Exhibit B**). All prices must reflect the locally determined prevailing wage rate (the greater of the living wage set forth in the New Jersey State Weatherization Plan (\$17.40) or the applicable Davis Bacon rate) to anyone performing work on the jobsite. Properties 4 stories and under are subject to the **residential** Davis-Bacon wage rates, while properties 5 stories or greater are subject to the commercial building wage rates.
2. The normal hourly rate of each principal and staff member whose resume is provided or whose job category may be required, and the rate used in the proposal.
3. Detailed description of construction management services.

b) All work must be performed in accordance with USDOE Standards for Weatherization Materials as set forth at 10 CFR Part 440, Appendix A attached hereto at **Exhibit C**.

6. Compliance with Weatherization Bulletin #501A dated September 21 – Responsible Contractor:

The 2009-2012 New Jersey State Plan and Grant Application for U.S. Department of Energy's American Recovery and Reinvestment Act (ARRA) Weatherization Assistance Program Grant requires that all Contractors as well as Subcontractors identified in a bid on a project funded in whole or in part by ARRA shall state in its bid whether or not it is a Responsible Contractor as set forth in Weatherization Bulletin #501A attached hereto at **Exhibit D**. Each Bidder must agree that all new crew workers and supervisors hired subsequent to bid award and performing work on this project shall be graduates of the Weatherization Training Program administered by the New Jersey Building Laborers Training and Apprenticeship Fund / Donald Howard, Training Director / 732.521.0200. Each Bidder shall complete and sign the **Responsible Contractor Certification, attached hereto at Exhibit E**, and submit supporting documentation relative to licensing and registration, violations, work history and current employees as set forth therein.

7. Ownership Disclosure Form:

A completed Ownership Disclosure Form attached hereto at **Exhibit J** shall be submitted by bidder in response to this Request for Bid.

8. USDOE WAP and ARRA Flow Down Requirements:

The successful Bidder must comply with all program requirements of WAP as well as the terms and conditions of ARRA as set forth in **Exhibit F attached**. In addition, the successful Bidder must include these same requirements in all of the Bidders contracts with Subcontractors and suppliers providing labor and materials for work funded by WAP funds.

5.0 ADDITIONAL INFORMATION FOR BIDDERS

5.1 Bid Opening

Sealed bids must be received at the Owner by **11:00 AM on August 31, 2011** to be considered. Sealed bids received after this time will not be accepted. Faxed bids will not be accepted.

All bids must be must be mailed or hand delivered to the Owner, **C/O David McCants, INCCA Carroll Street Houses, 40 ALBERT M TYLER PLACE, PATERSON, NJ 07501**. *“Sealed Bid – MULTIFAMILY WEATHERIZATION ASSISTANCE PROGRAM FOR INCCA Carroll Street Houses”* must be indicated on the outside of the envelope. *Each bidder must submit three (3) copies of their bid: one (1) original with original signatures marked “ORIGINAL” and two (2) full, complete and exact copies of the original, marked “COPY”.*

5.2 Bidder's Responsibility

The Bidder assumes sole responsibility for submission of a complete bid. No special consideration will be given after bids are submitted because of a Bidder's failure to be knowledgeable of all the requirements herein. By submitting a bid, the Bidder shall be deemed to have understood all the requirements. It is the responsibility of the Bidder to complete the Bidder's Checklist (**Exhibit G**) and submit with the bid proposal.

5.3 Subcontracting or Assignment

The contract may not be subcontracted or assigned by the Contractor, in whole or in part, without the prior written consent of the Owner. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract.

In the event the Bidder proposes to subcontract for the services to be performed under the terms of the contract award, he/she shall state so in their bid and attach for approval a list of said Subcontractors and an itemization of the products and/or services to be supplied by them.

All Subcontractors will be required to submit the Responsible Contractor Certification.

5.4 HMFA WAP Addendum Requirement

Owner and successful Bidder shall be required to enter into HMFA WAP Addendum the form of which is attached hereto as **Exhibit H**.

5.5 Payments

Payments will only be made for completed units. A unit will be deemed completed once **all** weatherization measures have been completed, the final health and safety post-construction inspection is completed and tenant sign off has been obtained. Contractor must provide evidence of completion on a unit-by-unit basis at the time a requisition is submitted for payment. Requisitions may only be submitted on a monthly basis. In addition, contractor is responsible for submission of weekly certified payroll reports along with payment requisition. Payment will be made upon the later of 30 days from submission of requisition (if complete) or evidence of completion of units and all above listed requirements.

Payments for completed work are subject to inspection and approval by Owner, DCA, HMFA and their designees.

6.0 **PROJECT TERM**

6.1 **Contract Term**

This contract will be awarded for a term as set forth in the construction contract to be entered into between the successful Bidder and the Owner, provided however, that the work set forth in the Scope of Work shall be completed **no later than December 31, 2011**.

7.0 **CONFLICTS OF INTEREST**

7.1 **Standards Prohibiting Conflicts of Interest**

The following prohibitions on Contractor activities shall apply to contracts or purchase agreements made with the Owner under the **Multifamily Weatherization Assistance Program**

- A. No Bidder shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to the Owner or Owner's designee.
- B. No Bidder shall influence, or attempt to influence or cause to be influenced, the Owner or Owner's designee in their employment capacity in any manner which might tend to impair the objectivity or independence of judgment of said Owner or Owner's designee.
- C. No Bidder shall cause or influence, or attempt to influence or cause to be influenced, the Owner or Owner's designee to use, or attempt to use, their official position to secure unwarranted privileges or advantages for the Bidder or any other person.

8.0 **BONDING REQUIREMENTS**

The successful Bidder shall provide one of the following at the time of grant closing:

Payment and Performance Bond -
Successful Bidder shall submit an executed bond in the amount of one hundred percent (100%) of the construction costs as security for the faithful performance of this contract.

If required, failure to deliver this with the executed contract shall be cause for declaring the contract null and void.

Maintenance Bond
Successful Bidder shall, upon acceptance of the work, submit a maintenance bond in the amount of 30% of construction costs, guaranteeing against defective quality of work or materials for the period of 2 years:

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the Owner and HMFA.

The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5.

If at any time the HMFA, for justifiable cause, is dissatisfied with any surety which has issued or proposes to issue a performance of payment bond, the contractor shall, within ten (10) calendar days after notice from the Owner and the HMFA to do so, substitute an acceptable bond (or bonds). The substituted bond (s) shall be in such form and sum executed by such other surety or contractor. No contract shall be executed and/or no payments made under a contract until the new surety or sureties shall have furnished such an acceptable bond to the Owner and HMFA.

Bonds must be legally effective as of the date of the contract is signed. Each must indicate the contractor's name exactly as it appears on the contract. Current attorney-in-fact instruments and financial statements of the surety must be included with the bonds. Bonds must be executed by an authorized officer of the surety. Bonds furnished under this section shall conform in all respects to the requirements and language of N.J.S.A. 2A:44-143 to 147.

9.0 INSURANCE

9.1 Contractor's Insurance

The successful Bidder must assume all risks connected with his/her work. The successful Bidder shall comply with all State Laws and Regulations concerning Workers' Compensation and shall maintain such insurance as will protect him/her against all claims for damages for personal injury, including death which may arise during the performance of the contract, either by him/herself or by any Subcontractor or anyone directly or indirectly employed by either of them. Any insurance company providing coverage must be authorized to do business in the State of New Jersey

The successful Bidder shall not commence work until the successful Bidder has obtained all insurance as required and such insurance has been approved by the Owner and HMFA, nor shall the successful Bidder allow any Subcontractor to commence work, in his/her subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.

Insurance coverage shall remain in effect until the contract is completed or the project is accepted by the Owner and HMFA, and at all times thereafter when the Successful Bidder may be removing or replacing defective work.

The successful Bidder shall furnish the Owner with proof of Insurance by execution of the Certificate of Insurance. The Owner and HMFA shall be named an additional insured.

The successful Bidder's insurance shall apply to and provide coverage for all Subcontractors and/or suppliers unless the Successful Bidder forwards to the Owner and HMFA and building's Facility Manager the Certificate of Insurance for the Subcontractor and/or supplier.

The successful Bidder shall give the Owner and HMFA 30 days written notice of any material change in, cancellation of, or expiration of the policies.

9.2 Insurance Requirements

The following insurance requirements, if indicated by an (X) shall be applicable to this contract and shall provide for, but are not limited to the following coverages. Certificates of Insurance for those policies required below shall be submitted by the successful Bidder at the time of grant closing. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Owner and HMFA as an additional insured.

X

Worker's Compensation Insurance

Workers' Compensation and Employers' Liability. This insurance shall be maintained in force during the life of this contract covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

X

General Liability Insurance

General liability insurance shall be provided with limits of not less than **\$1,000,000** any one person and **\$1,000,000** any one accident for bodily injury and **\$2,000,000** aggregate for property damage, and shall be maintained in full force during the life of the contract. . Successful Bidder shall provide a certificate from its insurance company listing the types and limits of liability coverage and naming the project as the certificate holder. The Owner and the HMFA require "general comprehensive liability" covering at least "products/completed operations hazard" and "contractual insurance" coverages of \$1,000,000 unless circumstances warrant a lesser amount, as approved by the Owner and HMFA.

X

Automotive Liability Insurance

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

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**Scope of Work
EXHIBIT A**

The subject site is located at 40 Albert M. Tyler Place in Paterson, NJ 07501-1206. The site consists of ten (10) two-story buildings clustered on a single square block. The buildings contain four units per floor. The units come in four (4) different configurations: 1-family, 2-family, 3-family, and 4-family units.

The scope of work includes window replacement, replacement of shower heads with energy efficient heads at all showers at all units, provide air conditioner covers for every wall-mounted unit in the ten buildings, and replace interior and exterior lighting with energy efficient bulbs.

The window project includes all operable windows at all units and buildings. These windows come in a couple of repetitive sizes and configurations. See the drawings for more information. The existing fixed windows are to remain and are not part of the scope of work. All necessary demolition, repairs, painting, etc. necessary to provide a watertight and complete window replacement at each location is to be included in the price for the window replacement work. Change orders will not be issued for basic repairs that are expected, visible, and obviously required as part of the window removal and installation of new.

Refer to Exhibit K for specifications and drawings.

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**COST SHEET
EXHIBIT B
(Page 1 of 4)**

Please provide costs for the following Scope of Work items, broken down by labor & materials. If you are submitting an 'or equivalent' to a specified product, include the necessary cut sheet(s) and other supporting documentation with your complete bid proposal. Specified product replacements and equivalencies will be considered when reviewing bids. Acceptance of a bid does not indicate acceptance of an equivalent / product substitution. All equivalents are subject to additional HMFA approval.

Weatherization / Energy Efficiency Scope of Work	Labor Cost (for all units)	Materials Cost (for all units)
Buildings 1&2		
Replace Apartment Lighting		
Upgrade External Public Lighting		
Seal & Insulate A/C sleeve		
LO-FLO Showers & Restrictors		
Replace w/LowE argon-filled Thermal Pane (Dr/Ir#2 72 x 58)		
Replace w/LowE argon-filled Thermal Pane (Dr/Ir- 60" x 58)		
Replace w/LowE argon-filled Thermal Pane (Primary)		
Buildings 3&4		
Replace Apartment Lighting		
Upgrade External Public Lighting		
Seal & Insulate A/C sleeve		
LO-FLO Showers & Restrictors		
Replace w/LowE argon-filled Thermal Pane (Dr/Ir#2 72 x 58)		
Replace w/LowE argon-filled Thermal Pane (Primary)		

Continued on Next Page

**COST SHEET
EXHIBIT B
(Page 2 of 4)**

Weatherization / Energy Efficiency Scope of Work	Labor Cost (for all units)	Materials Cost (for all units)
Building 5		
Replace Apartment Lighting		
Upgrade External Public Lighting		
Seal & Insulate A/C sleeve		
LO-FLO Showers & Restrictors		
Replace w/LowE argon-filled Thermal Pane (WN-N21 (4), WN-S2L)		
Replace w/LowE argon-filled Thermal Pane (WN-S3, WN-N1)		
Building 6		
Replace Apartment Lighting		
Upgrade External Public Lighting		
Seal & Insulate A/C sleeve		
LO-FLO Showers & Restrictors		
Replace w/LowE argon-filled Thermal Pane (Dr/lr#2 72 x 58)		
Replace w/LowE argon-filled Thermal Pane (Dr/lr-60" x 58)		
Replace w/LowE argon-filled Thermal Pane (Primary)		
Building 7		
Replace Apartment Lighting		
Upgrade External Public Lighting		
Seal & Insulate A/C sleeve		
LO-FLO Showers & Restrictors		
Replace w/LowE argon-filled Thermal Pane (Dr/lr#2 72 x 58)		
Replace w/LowE argon-filled Thermal Pane (Dr/lr-60" x 58)		
Replace w/LowE argon-filled Thermal Pane (Primary)		

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**COST SHEET
EXHIBIT B
(Page 3 of 4)**

Weatherization / Energy Efficiency Scope of Work	Labor Cost (for all units)	Materials Cost (for all units)
Building 8		
Replace Apartment Lighting		
Upgrade External Public Lighting		
Seal & Insulate A/C sleeve		
LO-FLO Showers & Restrictors		
Replace w/LowE argon-filled Thermal Pane (Dr/lr#2 72 x 58)		
Replace w/LowE argon-filled Thermal Pane (Primary)		
Buildings 9&10		
Replace Apartment Lighting		
Upgrade External Public Lighting		
Seal & Insulate A/C sleeve		
LO-FLO Showers & Restrictors		
Replace w/LowE argon-filled Thermal Pane (Dr/lr#2 72 x 58)		
Replace w/LowE argon-filled Thermal Pane (Primary)		
Municipal Approvals and/or Permitting Included? (Circle One)	Yes	No
Permitting Cost / Municipal Approvals		
Insurance		
General Conditions		
Construction Management		
TOTAL NOT-TO-EXCEED AMOUNT		

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**REQUEST FOR BID
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**COST SHEET
EXHIBIT B
(Page 4 of 4)**

ALL COSTS FOR THIS CONTRACT MUST BE INCLUDED IN THE ABOVE PROPOSED COSTS.

Payment will be made, at most, once a month upon receipt of approved Requisitions for Payment. Payment is made directly from HMFA to the Contractor(s). *Note: General Contractor is responsible for paying wages on a weekly basis, per Davis-Bacon requirements.*

Signature of the Bidder attests that the Bidder has read, understands, and agrees to all terms, conditions, and specifications set forth in this Bid Document, including all addenda.

Name of Firm (Please print or type)

Address

Phone Number

Fax Number

E-mail

Name (Please print or type)

Title

Signature

Date

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**USDOE Standards for Weatherization Materials
Appendix A to 10 CFR Part 440
EXHIBIT C**

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APPENDIX A—STANDARDS FOR WEATHERIZATION
MATERIALS

If the standards listed in this appendix conflict with those required by current local codes, the local code shall have precedence and a copy of the applicable section will be retained with procurement records.

The following Government standards are produced by the Consumer Product Safety Commission and are published in title 16, Code of Federal Regulations:

Thermal Insulating Materials for Building Elements Including Walls, Floors, Ceilings, Attics, and Roofs
Insulation—organic fiber—conformance to Interim Safety Standard in 16 CFR part 1209;

Fire Safety Requirements for Thermal Insulating Materials According to Insulation Use—Attic Floor—insulation materials intended for exposed use in attic floors shall be capable of meeting the same flammability requirements given for cellulose insulation in 16 CFR part 1209;

Enclosed spaces—insulation materials intended for use within enclosed stud or joist spaces shall be capable of meeting smoldering combustion requirements in 16 CFR part 1209.

The following standards which are not otherwise set forth in part 440 are incorporated by reference and made part of part 440. The following standards have been approved for incorporation by reference by the Director of the Federal Register in accordance with 5 U.S.C. 552(a) and 1 CFR part 51. These materials are incorporated as they exist on January 3, 2002 and a notice of any change in these materials will be published in the FEDERAL REGISTER. The standards incorporated by reference are available for inspection at the Office of the Federal Register Information Center, 800 North Capitol Street, Suite 700, Washington, DC 20001.

The standards incorporated by reference in part 440 can be obtained from the following sources:
Air Conditioning and Refrigeration Institute, 4301 N. Fairfax Drive, Suite 425, Arlington, VA 22203; (703) 524-8800.
American Architectural Manufacturers Association, 1827 Walden Office Square, Suite 104, Schaumburg, Illinois 60173-4268; (847) 303-5664.
American Gas Association, 400 N. Capitol Street, NW, Washington, DC 20001; (202) 824-7000.
American National Standards Institute, Inc., 11 West 42nd Street, New York, NY 10036; (212) 642-4900.
American Society of Mechanical Engineers, Three Park Avenue, New York, NY 10016-5990; (212) 591-7722.

American Society for Testing and Materials, 100 Barr Harbor Drive, West Conshohocken, PA 19428-2959; (610) 832-9585.

Association of Home Appliance Manufacturers, 1111 19th Street, NW, Suite 402, Washington DC, 20036; (202) 872-5955.

Federal Specifications, General Services Administration, General Services Administration, Federal Supply Service, Office of the CIO and Marketing Division, Room 800, 1941 Jefferson Davis Hwy., Arlington, VA 22202; (703) 305-6288.

Gas Appliance Manufacturers Association, 2107 Wilson Boulevard, Suite 600, Arlington, Virginia 22201; (703) 525-7060.

National Electrical Manufacturers Association, 1300 North 17th Street, Suite 1847, Rosslyn, VA 22209; (703) 841-3200.

National Fire Protection Association, 1 Batterymarch Park, P.O. Box 9101, Quincy, MA 02269-9101; (617) 770-3000.

Sheet Metal and Air Conditioning Contractors Association, 4201 Lafayette Center Drive, Chantilly, Virginia 20151-1209; (703) 803-2980.

Solar Rating and Certification Corporation, c/o FSEC, 1679 Clearlake Road, Cocoa, FL 32922-5703; (321) 638-1537.
Steel Door Institute, 30200 Detroit Road, Cleveland, OH 44145-1967; (440) 899-0010.

Steel Window Institute, 1300 Sumner Avenue, Cleveland, OH 44115-2851; (216) 241-7333.

Tubular Exchanger Manufacturers Association, 25 North Broadway, Tarrytown, NY 10591; (914) 322-0040.

Underwriters Laboratories, Inc., 333 Pfingsten Road, Northbrook, IL 60062-2096; (847) 272-8800.

Window & Door Manufacturers Association, 1400 East Touhy Avenue, Suite 470, Des Plaines, IL 60018; (800) 223-2301.

More information regarding the standards in this reference can be obtained from the following sources:
Environmental Protection Agency, 401 M Street, NW, Washington, DC 20006; (202) 554-1080.

National Institute of Standards and Technology, U.S. Department of Commerce, Gaithersburg, MD 20899; (301) 975-2000.

Weatherization Assistance Program, Office of Building Technology Assistance, Energy Efficiency and Renewable Energy, 1000 Independence Avenue, SW, EE-42, Washington, DC 20585-0121; (202) 586-4074.

**THERMAL INSULATING MATERIALS FOR
BUILDING ELEMENTS INCLUDING WALLS,
FLOORS, CEILINGS, ATTICS, AND ROOFS**
[Standards for conformance]

Insulation—mineral fiber:	
Blanket insulation	ASTM ¹ C665-98.
Roof insulation board	ASTM C726-00a.
Loose-fill insulation	ASTM C764-99.
Insulation—mineral cellular:	
Vermiculite loose-fill insulation	ASTM C516-80 (1996)e1.
Perlite loose-fill insulation .	ASTM C549-81 (1995)e1.
Cellular glass insulation block	ASTM C552-00.
Perlite insulation board . . .	ASTM C728-97.
Insulation—organic fiber:	
Cellulosic fiber insulating board	ASTM C208-95.
Cellulose loose-fill insulation	ASTM C739-00.
Cellulose wet-spray insulation	ASTM C1149-97.
Insulation—organic cellular:	
Preformed block-type polystyrene insulation	ASTM C578-95.
Rigid preformed polyurethane insulation board	ASTM C591-00.
Polyurethane or polyisocyanurate insulation board face with aluminum foil on both sides	FS ² HH-I-1972/1 (1981).
Polyurethane or polyisocyanurate insulation board face with felt on both sides	FS HH-I-1972/2 (1981) and Amendment 1, October 3, 1985.
Insulation—composite boards:	
Mineral fiber insulation board	ASTM C726-00a.
Perlite board	ASTM C728-97.
Gypsum board and polyurethane or polyisocyanurate composite board	FS HH-I-1972/4 (1981).

¹ ASTM indicates American Society for Testing and Materials.

² FS indicates Federal Specifications.

**THERMAL INSULATING MATERIALS FOR
BUILDING ELEMENTS INCLUDING WALLS,
FLOORS, CEILINGS, ATTICS, AND
ROOFS—Continued**

[Standards for conformance]

Materials used as a patch to reduce infiltration through the building envelope	Commercially available.
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**THERMAL INSULATING MATERIALS FOR PIPES,
DUCTS, AND EQUIPMENT SUCH AS BOILERS
AND FURNACES**

[Standards for conformance]

Insulation—mineral fiber:	
Preformed pipe insulation .	ASTM ¹ C547-00.
Blanket and felt insulation (industrial type)	ASTM C553-00.
Blanket insulation and blanket type pipe insulation (metal-mesh covered, industrial type)	ASTM C592-00.
Block and board insulation	ASTM C612-00.
Spray applied mineral fiber thermal and sound absorbing insulation	ASTM C1014-99ae1.
High-temperature fiber blanket insulation	ASTM C892-00.
Duct work insulation	ASTM C1290-00.
Insulation—mineral cellular:	
Calcium silicate block and pipe insulation	ASTM C533-95.
Cellular glass insulation . .	ASTM C552-00.
Expanded perlite block and pipe insulation	ASTM C610-99.
Insulation—organic cellular:	
Preformed flexible elastomeric cellular insulation in sheet and tubular form	ASTM C534-99.
Unfaced preformed rigid cellular polyurethane insulation	ASTM C591-00.
Insulation skirting	Commercially available.

¹ ASTM indicates American Society for Testing and Materials.

FIRE SAFETY REQUIREMENTS FOR INSULATING MATERIALS ACCORDING TO INSULATION USE

[Standards for conformance]

Attic floor	Insulation materials intended for exposed use in attic floors shall be capable of meeting the same smoldering combustion requirements given for cellulose insulation in ASTM ¹ C739-00.
Enclosed space	Insulation materials intended for use within enclosed stud or joist spaces shall be capable of meeting the same smoldering combustion requirements given for cellulose insulation in ASTM C739-00.
Exposed interior walls and ceilings	Insulation materials, including those with combustible facings, which remain exposed and serve as wall or ceiling interior finish, shall have a flame spread classification not to exceed 150 (per ASTM E84-00a).
Exterior envelope walls and roofs	Exterior envelope walls and roofs containing thermal insulation shall meet applicable local government building code requirements for the complete wall or roof assembly.
Pipes, ducts, and equipment	Insulation materials intended for use on pipes, ducts, and equipment shall be capable of meeting a flame spread classification not to exceed 150 (per ASTM E84-00a).

¹ ASTM indicates American Society for Testing and Materials.

STORM WINDOWS

[Standards for conformance]

Storm windows:	
All storm windows . .	AAMA/NWWDA ¹ 101/I.S. 2-97.
Aluminum frame storm windows	AAMA ² 1002.10-93.
Rigid vinyl frame storm windows	ASTM ³ D4726-00.
Frameless plastic glazing storm	Required minimum thickness for windows is 6 mil (0.006 inches). Commercially available.
Movable insulation systems for windows	

¹ AAMA/NWWDA indicates American Architectural Manufacturers Association/National Wood Window & Door Association (now the Window & Door Manufacturers Association).

² AAMA indicates American Architectural Manufacturers Association.

³ ASTM indicates American Society for Testing and Materials.

REPLACEMENT WINDOWS

[Standards for conformance]

Replacement windows:	
All windows	AAMA/NWWDA ¹ 101/I.S. 2-97.
Steel frame windows	Steel Window Institute recommended specifications for steel windows, 1990.
Rigid vinyl frame windows	ASTM ² D4726-00.

¹ AAMA/NWWDA indicates American Architectural Manufacturers Association/National Wood Window & Door Association (now the Window & Door Manufacturers Association).

² ASTM indicates American Society for Testing and Materials.

STORM DOORS
[Standards for conformance]

Storm doors:	
All storm (glass) doors	AAMA/NWWDA ¹ 101/I.S. 2-97.
Aluminum frame storm doors	AAMA ² 1102.7-89.
Sliding glass storm doors	AAMA 1002.10-93.
Rigid vinyl storm doors .	ASTM ³ D3678-97 and D4726-00..
Vestibules:	
Materials to construct vestibules	Commercially available.

¹ AAMA/NWWDA indicates American Architectural Manufacturers Association/National Wood Window & Door Association (now the Window & Door Manufacturers Association).

² AAMA indicates American Architectural Manufacturers Association.

³ ASTM indicates American Society for Testing and Materials.

REPLACEMENT DOORS
[Standards for conformance]

Replacement doors:	
All replacement doors	AAMA/NWWDA ¹ 101/I.S. 2-97.
Steel doors	ANSI ² A250.8-98.
Wood doors:	
Flush doors	ANSI/NWWDA ³ I.S. 1-97 (Amendment, exterior door provisions).
Stile and rail doors	NWWDA ⁴ I.S. 6-97.

¹ AAMA/NWWDA indicates American Architectural Manufacturers Association/National Wood Window & Door Association (now the Window & Door Manufacturers Association).

² ANSI indicates American National Standards Institute.

³ ANSI/NWWDA indicates American National Standards Institute/National Wood Window & Door Association (now the Window & Door Manufacturers Association).

⁴ NWWDA indicates National Wood Window & Door Association (now the Window & Door Manufacturers Association).

CAULKS AND SEALANTS
[Standards for conformance]

Caulks and sealants:	
Glazing compounds for metal sash	ASTM ¹ C669-00.
Oil and resin base caulks	ASTM C570-00.
Acrylic (solvent types) sealants	ASTM C920-98e1.
Butyl rubber sealants	FS ² Commercial Item Description A-A-272 (6/7/95).
Chlorosulfonated polyethylene sealants	ASTM C920-98e1.
Latex sealing compounds	ASTM C834-00e1.
Elastomeric joint sealants (normally considered to include polysulfide, polyurethane, and silicone)	ASTM C920-98e1.
Preformed gaskets and sealing materials	ASTM C509-00.
Duct sealing mastic	UL ³ 181A-M, Second Edition, 1994 and UL 181B-M, First Edition, 1995.

¹ ASTM indicates American Society for Testing and Materials.

² FS indicates Federal Specifications.

³ UL indicates Underwriters Laboratories.

WEATHERSTRIPPING
[Standards for conformance]

Weatherstripping Vapor retarders	Commercially available. Selected according to the provisions cited in ASTM ¹ C755-97. Permeance not greater than 1 perm when determined according to the desiccant method described in ASTM E96-00.
Items to improve attic ventilation	Commercially available.

¹ ASTM indicates American Society for Testing and Materials.

HEAT EXCHANGERS
[Standards for conformance]

Heat exchangers, water-to-water and steam-to-water	ASME ¹ Boiler and Pressure Vessel Code, 1998, Sections II, V, VIII, IX, and X, as applicable to pressure vessels. Standards of Tubular Exchanger Manufacturers Association, Eighth Edition, 1999.
Heat exchangers with gas-fired appliances ²	ANSI/UL ³ 462, Ninth Edition, approved by ANSI February 28, 1997.

¹ ASME indicates American Society for Mechanical Engineers.

² The heat reclaimer is for installation in a section of the vent connector from appliances equipped with draft hoods or appliances equipped with powered burners or induced draft and not equipped with a draft hood.

³ ANSI/UL indicates American National Standards Institute/Underwriters Laboratories.

BOILER/FURNACE CONTROL SYSTEMS
[Standards for conformance]

Automatic set back thermostats	Listed by UL ¹ . Conformance to NEMA ² DC3-1989 (R1996).
Line voltage or low voltage room thermostats	Listed by UL. Conformance to NEMA DC3-1989 (R1996).
Clock thermostats	Listed by UL. Conformance to NEMA DC3-1989 (R1996).
Automatic gas ignition systems	ANSI ³ Z21.21-2000. AGA ⁴ Laboratories Certification Seal.
Energy management systems	Listed by UL.
Hydronic boiler controls	Listed by UL.
Other burner controls . . .	Listed by UL.

¹ UL indicates Underwriters Laboratories.

² NEMA indicates National Electrical Manufacturers Association.

³ ANSI indicates American National Standards Institute.

⁴ AGA indicates American Gas Association.

WATER HEATER MODIFICATIONS

[Standards for conformance]

Insulate tank and distribution piping	(See insulation section of this appendix)
Install heat traps on inlet and outlet piping	Applicable local plumbing code.
Install/replace water heater heating elements	Listed by UL ¹ .
Electric, freeze-prevention tape for pipes	Listed by UL.
Install stack damper, gas-fueled	ANSI ² Z21.66-1996, including Exhibits A & B, and ANSI Z223.1-1999 (same as NFPA ³ 54-1999).
Install stack damper, oil-fueled	UL 17, Third Edition, 1994, NFPA 31-2001, NFPA 211-2000 (same as ANSI A52.1), and ANSI/NFPA 70-1999 (same as IEEE ⁴ National Electrical Code).
Install water flow modifiers	Commercially available.

¹ UL indicates Underwriters Laboratories.

² ANSI indicates American National Standards Institute.

³ NFPA indicates National Fire Prevention Association.

⁴ IEEE indicates Institute of Electrical and Electronics Engineers.

REPLACEMENT WATER HEATERS

[Standards for conformance]

Electric (resistance) water heaters	10 CFR ¹ 430 and UL ² 174.
Heat pump water heaters	UL 1995, Second Edition, 1995. Electrical components to be listed by UL.
Gas water heaters: Rated ≤ 75 kBtu/hr . . .	10 CFR 430 and ANSI ⁴ Z21.10.1-1998.
Rated > 75 kBtu/hr . . .	ANSI Z21.10.3-1998.
Oil water heaters	UL 732, Fifth Edition, 1995.

¹ CFR indicates Code of Federal Regulations.

² UL indicates Underwriters Laboratories.

³ ANSI indicates American National Standards Institute.

SOLAR WATER HEATING SYSTEMS

[Standards for conformance]

Solar water heating systems including forced circulation, integral collector storage, thermo-syphon, and self-pumping systems	System must be certified per SRCC ¹ OG 300, July 16, 1998.
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¹ SRCC indicates Solar Rating and Certification Corporation.

WASTE HEAT RECOVERY DEVICES

[Standards for conformance]

Desuperheater/water heaters	ARI ¹ 470-1995 and UL 1995, Second Edition, 1995.
Condensing heat exchangers	Commercially available components installed per manufacturers' specifications. NFPA ² 211-2000 (same as ANSI A52.1) may apply in certain instances. See also the Heat Exchangers section of this appendix.
Heat pump water heating heat recovery systems	UL 1995, Second Edition, 1995. Electrical components to be listed by UL.
Energy recovery equipment	Energy Systems Analysis and Management, 1997 (SMACNA ³).

¹ ARI indicates Air Conditioning and Refrigeration Institute.

² NFPA indicates National Fire Prevention Association.

³ SMACNA denotes Sheet Metal and Air Conditioning Contractors' National Association.

BOILER REPAIR AND

Install gas conversion burners	ANSI ¹ Z21.8-1994 (for gas- or oil-fired systems), ANSI Z21.17-1998, and ANSI Z223.1-1999 (same as NFPA 54-1999). AGA ² Laboratories Certification Seal.
Replace oil burner	UL ³ 296, Ninth Edition, 1994 and NFPA 31-2001.
Install burners (oil/gas)	ANSI Z223.1-1999 for gas equipment and NFPA ⁴ 31-2001 for oil equipment.
Re-adjust boiler water temperature or install automatic boiler temperature reset control	ASME ⁵ CSD-1-1998, ANSI Z223.1-1999, and NFPA 31-2001.
Replace/modify boilers	ASME Boiler and Pressure Vessel Code, 1998, Section II, IV, V, VI, VIII, IX, and X. Boilers must be Hydronics Institute Division of GAMA equipment.
Clean heat exchanger, adjust burner air shutter(s), check smoke no. on oil-fueled equipment. Check operation of pump(s) and replacement filters.	Per manufacturers' instructions.
Replace combustion chambers	Refractory linings may be required for conversions.

BOILER REPAIR AND MODIFICATIONS/EFFICIENCY IMPROVEMENTS—Continued

[Standards for conformance]

Replace heat exchangers, tubes	Protection from flame contact with conversion burners by refractory shield.
Install/replace thermostatic radiator valves	Commercially available. One-pipe steam systems require air vents on each radiator; see manufacturers' requirements.
Install boiler duty cycle control system	Commercially available. ANSI/NFPA 70-1999 (same as IEEE National Electrical Code) and local electrical code provisions for wiring.

¹ ANSI indicates American National Standards Institute.
² AGA indicates American Gas Association.
³ UL indicates Underwriters Laboratories.
⁴ NFPA indicates National Fire Prevention Association.
⁵ ASME indicates American Society for Mechanical Engineers.

HEATING AND COOLING SYSTEM REPAIRS AND
TUNE-UPS/EFFICIENCY IMPROVEMENTS

[Standards for conformance]

Install duct insulation . .	ASTM ¹ C612-00 (see insulation sections of this appendix).
Reduce Input of burner; derate gas-fueled equipment	Local utility company and procedures if applicable for gas-fueled furnaces and ANSI ² Z223.1-1999 (same as NFPA ³ 54-1999) including Appendix H.
Repair/replace oil-fired equipment	NFPA 31-2001.
Replace combustion chamber in oil-fired furnaces or boilers	NFPA 31-2001.
Clean heat exchanger and adjust burner; adjust air shutter and check CO ₂ and stack temperature. Clean or replace air filter on forced air furnace	ANSI Z223.1-1999 (same as NFPA 54-1999) including Appendix H.
Install vent dampers for gas-fueled heating systems	Applicable sections of ANSI Z223.1-1999 (same as NFPA 54-1999) including Appendix H, I, J, and K. ANSI Z21.66-1996 and Exhibits A&B for electrically operated dampers.
Install vent dampers for oil-fueled heating systems	Applicable sections of NFPA 31-2001 for installation and in conformance with UL ⁴ 17, Third Edition, 1994.

HEATING AND COOLING SYSTEM REPAIRS AND
TUNE-UPS/EFFICIENCY IMPROVEMENTS—Continued

[Standards for conformance]

Reduce excess combustion air: A: Reduce vent connector size of gas-fueled appliances B: Adjust barometric draft regulator for oil fuels	ANSI Z223.1-1999 (same as NFPA 54-1999) part 9 and Appendices G & H. NFPA 31-2001 and per furnace and boiler manufacturers' instructions.
Replace constant burning pilot with electric ignition device on gas-fueled furnaces or boilers	ANSI Z21.71-1993.
Readjust fan switch on forced air gas-or oil-fueled furnaces	Applicable sections and Appendix H of ANSI Z223.1-1999 (same as NFPA 54-1999) for gas furnaces and NFPA 31-2001 for oil furnaces.
Replace burners	See install burners (oil/gas).
Install/replace duct furnaces (gas)	ANSI Z223.1-1999 (same as NFPA 54-1999).
Install/replace heat pumps	ARI ⁵ 210/240-1994. UL 1995, Second Edition, 1995.
Replace air diffusers, intakes, registers, and grilles	Commercially available.
Install/replace warm air heating metal ducts	UL 181, Ninth Edition 1996, including UL 181A, Second Edition 1994 and 181B, First Edition, 1995.
Filter alarm units	Commercially available.

¹ASTM indicates American Society for Testing and Materials.

²ANSI indicates American National Standards Institute.

³NFPA indicates National Fire Prevention Association.

⁴UL indicates Underwriters Laboratories.

⁵ARI indicates Air Conditioning and Refrigeration Institute.

**REPLACEMENT FURNACES, BOILERS, AND
WOOD STOVES**

[Standards for conformance]

Chimneys, fireplaces, vents and solid fuel burning appliances	NFPA ¹ 211-2000 (same as ANSI ² A52.1).
Gas-fired furnaces	ANSI Z21.47-1998 and ANSI Z223.1-1999 (same as NFPA 54-1999).
Oil-fired furnaces	UL ³ 727, Eighth Edition, 1994 and NFPA 31-2001.
Liquefied petroleum gas storage	NFPA 58-2001.
Ventilation fans: Including electric attic, ceiling, and whole-house fans	UL 507, Ninth Edition, 1999.

¹ NFPA indicates National Fire Prevention Association.

² ANSI indicates American National Standards Institute.

³ UL indicates Underwriters Laboratories.

AIR CONDITIONERS AND COOLING EQUIPMENT

[Standards for conformance]

Air conditioners: Central air conditioners Room size units	ARI ¹ 210/240-1994. ANSI/AHAM ² RAC 1-1992.
Other cooling equipment: Including evaporative coolers, heat pumps, and other equipment	UL ³ 1995, Second Edition, 1995.

¹ ARI indicates Air Conditioning and Refrigeration Institute.

² ANSI/AHAM indicates American National Standards Institute/Association of Home Appliance Manufacturers.

³ UL indicates Underwriters Laboratories.

**SCREENS, WINDOW FILMS, AND REFLECTIVE
MATERIALS**

[Standards for conformance]

Insect screens	Commercially available.
Window films	Commercially available.
Shade screens:	
Fiberglass shade screens	Commercially available.
Polyester shade screens	Commercially available.
Rigid awnings:	
Wood rigid awnings	Commercially available.
Metal rigid awnings .	Commercially available.
Louver systems:	
Wood louver awnings	Commercially available.
Metal louver awnings	Commercially available.
Industrial-grade white paint used as a heat-reflective measure on roofs, awnings, window louvers, doors, and exterior duct work (exposed)	Commercially available.

REFRIGERATORS

[Standards for conformance]

Refrigerator/freezers (does not include freezer-only units)	UL ¹ 250. Replaced units must be disposed of properly per Clean Air Act 1990, Section 608, as amended by 40 CFR ² 82, May 14, 1993.
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¹ UL indicates Underwriters Laboratories.

² CFR indicates Code of Federal Regulations.

FLUORESCENT LAMPS AND FIXTURES

[Standards for conformance]

Compact fluorescent lamps	ANSI/UL ¹ 542, Seventh Edition, February 6, 1997 and UL 1993, First Edition, 1993.
Fluorescent lighting fixtures	UL 1570, Fourth Edition, 1995.

¹ ANSI/UL indicates American National Standards Institute/Underwriters Laboratories.

**REQUEST FOR BID
FOR
MULTIFAMILY WEATHERIZATION ASSISTANCE PROGRAM**

**Weatherization Bulletin #501A
EXHIBIT D**

Weatherization Bulletin #501A

To: Executive Directors and Weatherization Managers

From: Paul Stridick, AIA Director, Division of Housing and Community Resources

DATE: September 21, 2010

Supersedes: Weatherization Bulletin 507A

Topic: Responsible Contractor

Reference:

American Recovery and Reinvestment Act Weatherization Projects

Summary:

The 2009-2012 New Jersey State Plan and Application for U.S. Department of Energy's American Recovery and Reinvestment Act Weatherization Assistance Program Grant contained several provisions which impact the contract bidding process, including a Responsible Contractor bidding requirement. The purpose of this Policy Bulletin is to provide guidance on how this bidding requirement is to be implemented. This provision is only applicable to jobs funded in whole or part with ARRA Weatherization funds.

1. **Responsible Contractor:** Each Bidder for a contract to perform weatherization work shall state in its bid whether or not it is a "Responsible Contractor". The Contractor shall certify on the attached "Responsible Contractor Certification," that the conditions to be considered a responsible contractor for the purpose of doing business with the ARRA WAP have been met.

Statement of Policy:

The 2009-2012 New Jersey State Plan and Grant Application for U.S. Department of Energy's American Recovery and Reinvestment Act (ARRA) Weatherization Assistance Program (WAP) Grant requires that all contractors bidding on a job funded in whole or in part by the ARRA WAP funds "state in its bid whether or not it is a Responsible Contractor." The purpose of this bulletin is to provide guidance on the definition of a Responsible Contractor.

A weatherization agency shall require all Bidders to complete and sign the attached Responsible Contractor Certification. The contractor shall attach supporting documentation relative to items

1. Licensing and registration;
2. Violations;
3. Work history; and
4. Current employees.

The Responsible Contractor Certification must be completed by all Bidders, regardless of the type of work being performed.

Bidders must agree to hire from Weatherization Training Program:

The New Jersey Department of Labor and Workforce Development administers a grant for the Weatherization Training Program. This Weatherization Training Program is funded by the American Recovery and Reinvestment Act (ARRA) through a grant from the U.S. Department of Energy to the N.J. Department of Community Affairs (DCA). The Weatherization Training Program will develop a skilled workforce that will assist the DCA Weatherization Assistance Program to provide income qualified residents with services that reduce household energy use and costs by improving the energy efficiency of their homes.

As a condition of responding to a bid for ARRA funded work under the WAP, each Bidder must agree that all new crew workers and supervisors hired subsequent to submitting a bid to perform work funded under the WAP contract shall be graduates of the Weatherization Training Program. This requirement to hire from the Weatherization Training Program is applicable only to new crew workers and supervisors performing work under the “weatherization worker” job classification established by the U.S. Department of Labor. Any new hires which perform skilled labor requiring a special training or licensing that is not provided through the Weatherization Training Program, such as HVAC, electrical or plumbing work, are exempt from this requirement.

This requirement shall apply to all Bidders as well as sub-contractors hired by the Bidders. Bidders are responsible for ensuring that any and all sub contractors hired by them are compliant with the hiring provisions contained in this bulletin.

Waiver:

During the term of ARRA WAP contract, a contractor may request a waiver of the provision requiring all new hires to come from the Weatherization Training Program where:

1. The contractor can demonstrate that they took diligent effort to hire a graduate of the Weatherization Training Program and no trainees were available. The contractor must include dates and names of who was contacted in these efforts;
2. Other extraordinary circumstances exist; and
3. Written approval was granted by the DCA or Weatherization Agency, prior to the labor being performed by the intended new hire.

All requests for a waiver should be made to the appropriate Weatherization Agency with respect to the specific contract awarded by the Weatherization Agency. The Weatherization Agency may seek guidance from the DCA on any specific waiver request. The Weatherization Agency

must notify the DCA in writing of all approved or denied Waiver Requests.

Contractors in need of hiring graduates of the Weatherization training Program should contact:
NJ Building Laborers Training and Apprenticeship Fund
Donald Howard, Training Director
732-521-0200

Weatherization Agencies shall be responsible for determining whether the Bidder is a Responsible Contractor:

Weatherization Agencies shall:

1. Verify that the Responsible contractor Certification is completely and satisfactorily completed.
2. Include as part of the bid package and contracts for Weatherization work funded by ARRA a clear statement that all new crew workers and supervisors hired subsequent to acceptance of the WAP contract and performing work on the project funded under the WAP contract shall be graduates of the Weatherization Training Program.
3. Monitor the work of contractors in order to ensure that all new hires of the contractor are graduates of the Weatherization Training Program. Any labor costs associated with new hires that are not graduates of the Weatherization Training Program may be disallowed by the OLIEC.

Attachment (See Exhibit E)

**REQUEST FOR BID
FOR
MULTIFAMILY WEATHERIZATION ASSISTANCE PROGRAM**

**Responsible Contractor Certification
EXHIBIT E**

I _____ certify that I am familiar with the requirements to bid on a project funded in whole or in part through the ARRA WAP. Further, _____ (“Bidder”) complies with the definition of a Responsible Contractor contained in the 2009-2012 New Jersey State Plan and Grant Application for the U.S. Department of Energy ARRA Weatherization Assistance Program, as set forth below:

After reading and understanding, please initial each line:

1. Bidder possesses appropriate business and contracting licensing (New Jersey Home Improvement Contractors’ Registration, if applicable), insurance and bonding. Copies attached. _____

2. Bidder agrees to perform all work through utilization of individuals properly classified as employees, rather than independent contractors (except where subcontracting to a subcontractor). _____

3. Bidder has had no more than six governmental determinations of a violation of federal, state, or local laws relating to public safety, workplace safety or employment in the past three years. (Attach a description of each such violation) _____

4. Bidder has not been disbarred from any public contract (federal, state, or local). _____

5. Bidder has successfully completed a job of this size and this type or a similar type of work in the past five years with a satisfactory record of on-time performance. (Attach documentation). _____

6. Bidder will require all employees on weatherization program work to complete at least 10 hours of OSHA safety training. _____

7. Bidder will comply with any applicable local hiring or first source policy. _____

**REQUEST FOR BID
FOR
MULTIFAMILY WEATHERIZATION ASSISTANCE PROGRAM**

USDOE WAP and ARRA FLOW DOWN REQUIREMENTS

EXHIBIT F

WEATHERIZATION ASSISTANCE PROGRAM REQUIREMENTS

Because funding is being made available through the Weatherization Assistance Program (.WAP.) pursuant to the American Recovery and Reinvestment Act of 2009 (.ARRA.), Contractor and subcontractors shall comply with the following requirements:

1. WAP and ARRA Flow Down Requirement – Contractor must comply with all program requirements of WAP as well as the terms and conditions of ARRA. In addition, Contractor must have those same requirements under WAP and ARRA "flow down" to all subcontractors and suppliers that are providing labor and/or materials for work to be funded by WAP funds.

2. Quarterly Project Reporting – For each calendar quarter in which WAP funds are provided to the project, Contractor will be required to submit the following to HMFA within three (3) calendar days after the end of the quarter:

(a) For the Contractor provide:

- i. Business Name
- ii. DUNS Number
- iii. Date of Payment(s)
- iv. Payment Amount(s)
- v. Zip + 4 Code of contractor's headquarters
- vi. Description of work or products

(b) Number of jobs created or retained

- i. Calculate the number of jobs using a .full time equivalent. of 40 hours per week including paid leave
- ii. .Retained. is used to describe a worker or position that would have otherwise been laid off had it not be for the WAP funded activity
- iii. When describing a job that has been created or retained, use terms that are widely understood and describe the general nature of the work (e.g., job titles, broader labor categories, or the existing practice for describing jobs) iv. Report the number of jobs created or retained that directly support the activity paid with WAP
- v. Report the total hours worked during the quarter in jobs created or retained
- vi. Do not include jobs that provide .indirect support. to the activity (e.g., clerical/administrative staff preparing reports, review board staff, departmental administrators)
- vii. Do not include jobs created by material suppliers or central service providers.

3. Federal Labor Standards – The Federal Labor Standards contained in HUD-4010 and incorporated herein by reference. Contractor shall be responsible for the full compliance of all employers (Contractor, subcontractors and any lower-tier subcontractors) with the labor standards identified therein.

4. Davis-Bacon Compliance – The Davis-Bacon Act and regulations promulgated by the U.S. Department of Labor (.DOL.) at Title 29 CFR Parts 1, 3, 5, 6 and 7, as amended, which includes, but is not limited to, compliance with the Davis-Bacon wage decision/determination, requirements for payroll deductions, submission of weekly certified payroll reports and labor standards relating to Davis-Bacon wage rates.

Contractor shall pay prevailing wage rates as established and published by DOL to all laborers and mechanics employed in construction of the Development no less frequently than weekly. The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid. The Davis-Bacon wage decision/determination applicable to the Development is attached to and incorporated into the Contract Documents and Contractor shall maintain the wage rates identified therein during construction of the Development. For buildings less than five stories in height, the "Weatherization/Residential" rates are applicable. For buildings that are five or more stories in height, the "Building" rates are applicable.

Contractor shall submit weekly certified payroll reports on DOL Form 1413 beginning with the first week Contractor and subcontractors work on the Development and every week thereafter until construction is complete as required by the Davis-Bacon regulations.

Contractor will provide a construction schedule of when subcontractors will be on site to HMFA's Technical Services Representative for Davis-Bacon compliance monitoring purposes.

5. Standards for Weatherization Materials – as set forth in Exhibit C.

6. The Copeland Act – The Copeland (Anti-Kickback) Act prohibits anyone to require any laborer or mechanic to give up or pay back any part of their wages. Contractor and subcontractors shall comply with all requirements of the Copeland Act and any and all regulations promulgated therewith as amended from time to time.

7. Contract Work Hours and Safety Standards Act – The Contract Work Hours and Safety Standards Act requires that no contractor or subcontractor under the Agreement may require or permit laborers or mechanics to work in excess of 40 hours in any workweek unless said 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.

8. Job Postings – To ensure New Jersey citizens have the utmost opportunity to be hired for jobs created through receipt of WAP funding, all Contractors are required to fill vacancies through the Weatherization Training Program (WAP Bulletin 501A, attached hereto as Exhibit D) administered by the NJ Building Laborers Training and Apprenticeship Fund / Donald Howard, Training Director / 732.521.0200.

9. Lead Based Paint Requirements – Renovations disturbing painted finishes in any development built prior to 1978 in which children under the age of six may reside, must comply with Environmental Protection Agency's "Renovation, Repair and Painting" (RRP) final rule, unless the surfaces disturbed can be proven to be lead free or the disturbed area is smaller than the "de minimis" limits established in the rule. The RRP rule requires all firms performing renovations to be certified, all individuals performing renovations to be trained, a Certified Renovator to be assigned to each renovation project, and lead safe work practices to be followed.

In addition, any development meeting the above criteria and which is federally owned or receives federal assistance in the form of multifamily mortgage insurance; project-based rental assistance; rehabilitation assistance; acquisition, leasing, supportive services or operation assistance; tenant-based rental assistance; or is owned by a public housing authority, is subject to HUD's "Lead Safe Housing Rule." This rule requires renovation worker certification or on-the-job training from a Certified Renovator/Certified Lead

Abatement Supervisor, and lead safe work practices. These requirements do not apply if the surfaces disturbed can be proven to be lead free or the disturbed area is smaller than the "de minimis" limits established in the rule. However, HUD's training, lead safe work practices, lead based paint testing methods, and "de minimis" requirements are different from those of the EPA.

Both the EPA and HUD rules require pre-renovation tenant notification regarding the potential hazards of lead based paint and lead paint dust.

For more information on the EPA's Renovation, Repair and Painting rule, see:

<http://www.epa.gov/lead/pubs/renovation.htm>

For more information on HUD's Lead Safe Housing Rule, see: <http://www.hud.gov/offices/lead/enforcement/lshr.cfm>

For a comparison of the requirements between the EPA and HUD rules, See:

http://www.hud.gov/offices/lead/enforcement/lshr_rrp_changes.cfm

10. In compliance with Section 106 of the National Historic Preservation Act, the following activities, when performed on a building over fifty years old, require consultation with the State Historic Preservation office (SHPO):

- (a) Changes to the exterior appearance of a building,
- (b) Replacement of original (non-replacement) windows or doors on facades visible from the street,
- (c) Replacement of any window or door with a new window or door of a different size, shape, or placement from the original.

11. Buy American – Use of American Iron, Steel, and Manufactured Goods - **Please use subsections I and II in the alternative, as detailed below:**

I. The following shall apply for Projects using ARRA funds for the construction, alteration, maintenance, or repair of a public building or public work when:

- the estimated value of the project is less than \$7,443,000; or
- the procurement is being conducted by local governments and municipalities; or the specific item being procured is not covered under the World Trade Organization Agreement on Government Procurement or other international procurement agreement. (e.g. mass transit or highway procurements, dredging service procurements, or national defense-related procurements).

(a) Requirement. All iron, steel, and other manufactured goods used as construction material for the construction, alteration, maintenance, or repair of a public building or public work must be produced in the United States. This requirement shall be applied in a manner that is consistent with the laws and agreements of the United States and the State of New Jersey.

(b) Definitions.

1. "Building or work" means construction, maintenance, alteration, or repair. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not building or work within the meaning of this definition unless conducted in connection with and at the site of such building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

2. "Construction material" means an article, material, or supply brought to the construction site by the recipient, subrecipient or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

3. "Domestic construction material" means:

- (i) An unmanufactured construction material mined or produced in the United States; or
- (ii) A construction material manufactured in the United States.

4. "Foreign construction material" means a construction material other than a domestic construction material.

5. "Manufactured good or product" means a good or product used as construction material in a project that is the result of processing materials by way of machinery and/or labor that produce a substantially different article. Where the basic character, function, or kind of material processed remains the same, it is not manufactured.

6. "Manufactured construction material" means any construction material that is not unmanufactured construction material."

7. "Public building or public work" means building or work, the construction, alteration, maintenance, or repair of which, as defined in this award term, is carried on directly by authority of, or with funds of, a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.

8. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

9. "Unmanufactured construction material" means raw material brought to the construction site for incorporation into the building or work that has not been:

- (i) Processed into a specific form and shape; or
- (ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

10. "United States" means the 50 States, the District of Columbia, and outlying areas including:

(i) Commonwealths:

- (a) Puerto Rico;
- (b) The Northern Mariana Islands;

(ii) Territories:

- (a) American Samoa;
- (b) Guam;
- (c) U.S. Virgin Islands; and

(iii) Minor outlying islands:

- (a) Baker Island;

- (b) Howland Island;
- (c) Jarvis Island;
- (d) Johnston Atoll;
- (e) Kingman Reef;
- (f) Midway Islands;
- (g) Navassa Island;
- (h) Palmyra Atoll;
- (i) Wake Atoll.

(c) Domestic preference.

1. This award term and condition implements Section 1605 of ARRA, by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States.

2. The recipient shall use only domestic construction material in performing this project, except as provided in paragraph (c)(3) and (c)(4) of this term and condition.

3. This requirement does not apply to the construction material or components listed by the Government as follows:

[Award official to list applicable excepted materials or indicate “none”]

4. The award official may add other foreign construction material to the list in paragraph (c)(3) of this term and condition if the Federal government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of domestic iron, steel, or other manufactured goods used as construction material in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of ARRA to a particular construction material would be inconsistent with the public interest.

(d) Request for determination of inapplicability of Section 1605 of ARRA.

1. (i) Any request to use foreign construction material in accordance with paragraph (c)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(a) A description of the foreign and domestic construction materials;

(b) Unit of measure;

(c) Quantity;

(d) Price;

(e) Time of delivery or availability;

(f) Location of the construction project;

(g) Name and address of the proposed supplier; and

(h) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(i) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (e) of this clause.

(ii) The price of construction material shall include all delivery costs to the construction site and any applicable duty.

(iii) Any recipient request for a determination submitted after award shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before award. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

2. If the Federal government determines after award that an exception to section 1605 of ARRA applies, the award official will amend the award to allow use of the foreign construction material. When the basis of the exception is non-availability or public interest, the amended award shall reflect adjustment of the award amount or redistribution of budgeted funds, as appropriate, to cover costs associated with acquiring or using the foreign construction material. When the basis for the exception is the unreasonable price of a domestic construction material, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

3. Unless the Federal government determines that an exception to section 1605 of ARRA applies, use of foreign construction material is noncompliant with section 1605 of ARRA.

(e) Data. To permit evaluation of requests under paragraph (d) of this clause based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
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Item 1:

Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

Item 2:

Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

1. [List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

2. [Include other applicable supporting information.]

3. [* Include all delivery costs to the construction site.]

II. The following shall apply for Projects using ARRA funds for the construction, alteration, maintenance, or repair of a public building or public work with an estimated value of \$7,443,000 or more:

(a) Requirement. All iron and steel used in the construction, reconstruction, alteration or repair of a public building or public work must be manufactured in the United States. All other manufactured goods used as construction material for the construction, alteration, maintenance, or repair of a public building or public work must be produced in the United States or a designated country. This requirement shall be applied in a manner that is consistent with the laws and agreements of the United States and the State of New Jersey.

(b) Definitions. As used in this award term and condition:

1. "Building or work" includes, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not "building" or "work" within the meaning of this definition unless conducted in connection with and at the site of such building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

2. "Construction material" means iron, steel, and other manufactured goods used as construction material brought to the construction site by the recipient, subrecipient, or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

3. "Designated country" means: Aruba, Australia, Austria, Belgium, Bulgaria, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom.

4. "Designated country construction material" means a construction material that
(i) Is wholly the growth, product, or manufacture of a designated country; or
(ii) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

5. "Domestic construction material" means:
(i) An unmanufactured construction material mined or produced in the United States; or
(ii) A construction material manufactured in the United States.

6. "Foreign construction material" means a construction material other than a domestic construction material.

7. "Manufactured construction material" means any construction material that is not unmanufactured construction material."

8. "Public building or public work" means building or work, the construction, alteration, maintenance, or repair of which, as defined in this Subpart, is carried on directly by authority of, or with funds of, a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.

9. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

10. "Unmanufactured construction material" means raw material brought to the construction site for incorporation into the building or work that has not been--

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

11. "United States" means the 50 States, the District of Columbia, and outlying areas.

(c) Construction materials.

1. This award term and condition implements

(i) Section 1605(a) of the American ARRA, by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of ARRA do not apply to designated country construction materials. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used as construction material in the project are

from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services, or where the iron, steel or manufactured goods used as construction material in the project are from a least developed country. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

2. The recipient shall use only domestic or designated country construction material in performing the work funded in whole or part with this award, except as provided in paragraphs (c)(3) and (c)(4) of this term and condition.

3. The requirement in paragraph (c)(2) of this term and condition does not apply to the construction materials or components listed by the Government as follows:

[Award official to list applicable excepted materials or indicate .none.]

4. The award official may add other construction material to the list in paragraph (c)(3) of this award term and condition if the Federal government determines that:

(i) The cost of domestic construction material would be unreasonable. The cost of domestic iron, steel, or other manufactured goods used as construction material in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of ARRA to a particular construction material would be inconsistent with the public interest.

(d) Request for determination of inapplicability of section 1605 of ARRA or the Buy American Act.

1. (i) Any recipient request to use foreign construction material in accordance with paragraph(c)(4) of this term and condition shall include 15 adequate information for Government evaluation of the request, including—

(a) A description of the foreign and domestic construction materials;

(b) Unit of measure;

(c) Quantity;

(d) Price;

(e) Time of delivery or availability;

(f) Location of the construction project;

(g) Name and address of the proposed supplier; and

(h) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph(c)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (e) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after award shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before award. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

2. If the Federal government determines after award that an exception to section 1605 of ARRA applies and the award official will amend the award to allow use of the foreign construction material. When the basis of the exception is non availability or public interest, the amended award shall reflect adjustment of the award amount or redistribution of budgeted funds, as appropriate, to cover costs associated with acquiring or using the foreign construction material. When the basis for the exception is the unreasonable price of a domestic construction material, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in paragraph (c)(4)(i) of this term and condition.

3. Unless the Federal government determines that an exception to the section 1605 of ARRA applies, use of foreign construction material other than designated country construction material is noncompliant with the applicable Act.

(e) Data. To permit evaluation of requests under paragraph (d) of this clause based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

1. [List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

2. [Include other applicable supporting information.]

3. [* Include all delivery costs to the construction site.]

12. Byrd Anti-Lobbying Certification- Contractor and any subcontractor who receives more than \$100,000 in federal funds must submit an executed certification in form attached as (Exhibit E) regarding compliance with 24 CFR Part 87 with each request for payment.

**REQUEST FOR BID
FOR
MULTIFAMILY WEATHERIZATION ASSISTANCE PROGRAM**

**BIDDERS CHECKLIST
EXHIBIT G**

Please sign and return this form confirming all required information listed below is included in response to this Request for Bid.

All Bidders must submit three (3) copies of the proposal; one (1) with original signatures marked "ORIGINAL" and two (2) full, complete and exact copies of the original, marked "COPY"

1. Certificate of Formation, Authorization for Foreign Entities to do Business in New Jersey or Copy of Home Improvement Contractor Registration issued by NJ Division of Consumer Affairs (as applicable) _____
2. Narrative of Qualifications (include list of References –see form located at Exhibit I) _____
3. Similar Projects (List and Description) _____
4. Bidder Personnel and Subcontractors
 - a) Identify Personnel _____
 - b) Identify each Subcontractor _____
5. Price
 - a.) Complete Cost Sheet (Exhibit B) _____
 - b.) Hourly Rate for Each Principal and Staff Member _____
 - c.) Description of Construction Management Services _____
6. Responsible Contractor Certification (for Contractor and all Subcontractors) (Exhibit E) _____
7. Ownership Disclosure Form (Exhibit J) _____

Signature

Company Name

Date

**REQUEST FOR BID
FOR
MULTIFAMILY WEATHERIZATION ASSISTANCE PROGRAM**

HMFA WAP Addendum

EXHIBIT H

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
WEATHERIZATION PROGRAM AGREEMENT BETWEEN
New Jersey Housing and Mortgage Finance Agency (“NJHMFA” or “Agency”)
Contractor identified in attached AIA Agreement (“Contractor”)
Owner identified in attached AIA Agreement (“Owner”)**

This agreement is made this ____ day of _____ 20__ to outline the requirements, terms and conditions relating to the scope of work set forth in the attached AIA Agreement. The purpose of this agreement is to memorialize and confirm the relationship of the NJHMFA to the parties to the AIA Agreement. The NJHMFA has approved the AIA Agreement between the Contractor and the Owner. The NJHMFA is a party to this agreement as required by the U.S. Department of Energy.

BACKGROUND

WHEREAS, Owner is participating in the Agency’s Multifamily Weatherization Assistance Program (“WAP”) which has been created in accordance with the American Recovery and Reinvestment Act, P.L. 111-5, (“ARRA”) regulations and guidelines promulgated by the U.S. Department of Energy, 10 CFR 440 et seq. (“DOE Regulations”) and the New Jersey State Weatherization Assistance Program;

WHEREAS, Contractor and Owner have entered into a construction contract dated _____, ("the Construction Contract") whereby Contractor is to complete certain improvements that increase the energy efficiency of the property and thereby enable residents to permanently reduce their energy consumption and reduce energy costs (the "Improvements") to property owned by Owner and located _____, New Jersey (the "Property").

WHEREAS, Owner is obtaining WAP grant funds for the improvements on the Property from New Jersey Housing and Mortgage Finance Agency (the "Agency") and the Agency is requiring that the Construction Contract be amended to comply with the regulations of the Agency, ARRA, DOE Regulations, and the New Jersey State Weatherization Program.

NOW, THEREFORE, Owner and Contractor for and in consideration of the Construction Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each agrees that the Construction Contract shall be amended to include the following provisions and that these provisions shall be paramount and controlling as to the rights and obligations of the Agency and the parties hereto and shall supersede any other provisions of the Construction Contract to the contrary:

1. The parties agree and acknowledge that the NJHMFA is a party to this agreement for the limited purpose of ensuring compliance with all regulations of the Agency, ARRA, DOE Regulations, and the New Jersey State Weatherization Program and oversight of the WAP.
2. Representatives of the Agency shall have full and free access through the Owner, who shall compile the same and make the same available to the Agency, to all books of accounts and records of the Contractor relating to the work performed by Contractor under the Construction Contract, including the right to make photostatic copies of or excerpts or transcripts from such books of account and records and related and supporting documents and statements, including, but not limited to, bank statements, checks paid by banks, checkbook stubs, subcontracts, invoices and payroll records as deemed necessary by the Agency in connection with its powers to inspect a housing project pursuant to N.J.S.A. 55:14K-7b(1), ensure compliance with applicable provisions of ARRA, including but not limited to Davis Bacon wage rates, DOE Regulations and the New Jersey State Weatherization Program.
3. Representatives of the Agency shall have the right to inspect the Project at any and all reasonable times during construction and to attend job meetings and interview workers for compliance with Davis Bacon standards.
4. Owner shall not approve changes to any plans related to the contract documents except pursuant to change orders approved by the Agency.
5. NJHMFA will review and approve all requisitions for payment related to work performed by any party relative to this Agreement. All payments will be made directly to the general contractor. Under no circumstances will funds be paid directly to the Owner.
6. The parties agree that any claims asserted against the Agency shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. (except for N.J.S.A. 59:13-9 thereof). While this statute is not applicable by its terms to claims arising under contracts with the Agency, the Owner and Contractor agree that it shall be applicable to claims arising under this Agreement. It is acknowledged by the parties that the Agency is a public entity covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.
7. The parties agree that should legal action be filed against the NJHMFA in connection with this agreement, the venue and forum for such action shall be the Superior Court of New Jersey, Mercer County.
8. The terms of this Agreement shall not be modified except with the express written consent of the Agency.
9. The terms, conditions and covenants contained in the Construction Contract that are not inconsistent with the provisions of Paragraphs 1 through 4 of this Agreement shall, unless specifically amended hereby, remain in full force and effect.

IN WITNESS WHEREOF, Owner and Contractor and NJHMFA have executed this Agreement as of the day and year first above stated.

OWNER:

CONTRACTOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

New Jersey Housing and Mortgage Finance Agency

By: _____

Name: _____

Title: _____

**REQUEST FOR BID
FOR
MULTIFAMILY WEATHERIZATION ASSISTANCE PROGRAM**

**REFERENCES
EXHIBIT I**

This form must be completed and submitted with your bid. A minimum of three references of similar projects or contracts must be provided. List any government contracts first. Each reference must include current contact person, company name, address, telephone number and fax numbers. Use additional sheets as necessary.

1)

2)

3)

**REQUEST FOR BID
FOR
MULTIFAMILY WEATHERIZATION ASSISTANCE PROGRAM**

**OWNERSHIP DISCLOSURE FORM
EXHIBIT J**

Firm Name: _____

INSTRUCTIONS: Provide below the name, home addresses, date(s) of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

OWNERSHIP INTEREST

NAME **HOME ADDRESS** **DATE OF BIRTH** **OFFICE HELD** (Shares owned or % Partnership)

INSTRUCTIONS: Provide below the names, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. If there are no owners with 10% or more interest in your firm, enter "None" below. Complete the certification at the bottom of the form.

NAME **HOME ADDRESS** **DATE OF BIRTH** **OFFICE HELD** (Shares owned or % Partnership)

COMPLETE ALL QUESTIONS BELOW

- | | YES | NO |
|---|------------|-----------|
| 1. Within the past five years, has another company or corporation had a 10% or greater interest in the firm identified above? <i>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)</i> | _____ | _____ |
| 2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other state or the U.S. Government? <i>(If yes, attach a detailed explanation for each instance.)</i> | _____ | _____ |
| 3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency or government from bidding or contracting to provide services, labor, material or supplies? <i>(If yes, attach a detailed explanation for each instance.)</i> | _____ | _____ |
| 4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? <i>(If yes, attach a detailed explanation for each instance.)</i> | _____ | _____ |
| 5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? <i>(If yes to any part of this question, attach a detailed explanation for each instance.)</i> | _____ | _____ |

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the New Jersey Housing and Mortgage Finance Agency is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Agency to notify the Agency in writing of any changes to the answers or information contained herein. I acknowledge that I am aware it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Agency and that the Agency at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

COMPANY NAME: _____

Signature

ADDRESS: _____

Name

Title

FEIN/SSN#: _____

Date: _____