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PROJECT #24.041

BIDDING & GENERAL CONSTRUCTION CONTRACT REQUIREMENTS

FOR

COQUILLE INDIAN HOUSING AUTHORITY

SINGLE FAMILY RESIDENCE PROJECT & DUPLEX BUILDING PROJECT

REGISTERED ARCHITECT
2840
JOSEPH A. SLACK
COOS BAY, OREGON
STATE OF OREGON

MARCH 2026

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PROJECT TITLE PAGE

PROJECT MANUAL

FOR

COQUILLE INDIAN HOUSING AUTHORITY

SINGLE FAMILY RESIDENCE & DUPLEX BUILDING PROJECTS

COOS BAY, OREGON

MARCH 2026

PROJECT 24.041

HGE ARCHITECTS, INC.

333 SOUTH 4TH STREET

COOS BAY, OREGON 97420

(541) 269-1166

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COQUILLE INDIAN HOUSING AUTHORITY
INVITATION FOR BIDS

KILKICH ACCESSIBLE HOUSING PROJECT
CONSTRUCTION OF DUPLEX AND SINGLE-FAMILY RESIDENCE
COQUILLE TRIBAL LANDS, COOS BAY, OREGON

MARCH 10, 2026

The Coquille Indian Housing Authority (CIHA) invites qualified Contractors to submit Sealed Bids for the **Kilkich Accessible Housing Project Construction of Duplex and Single-Family Residence** on Coquille Tribal Lands in Coos Bay, Oregon.

Sealed Bids submitted in response to this Invitation for Bids **will be received until 2:00 p.m. PDT, Thursday, April 9, 2026,** at the office of the **Coquille Indian Housing Authority, 2678 Mexeye Loop, Coquille Tribal Lands, Coos Bay, OR 97420**, at which time and place all Sealed Bids will be publicly opened and read aloud. It is the sole responsibility of the Bidder to see that its bid is received in proper time at the proper location. Faxed or emailed bids will not be accepted.

Bidding documents may be accessed online via the Coquille Indian Housing Authority webpage at coquilleiha.org or on the HGE Architects, Inc. website at hge1.com.

Prospective Bidders are encouraged to attend a non-mandatory **Pre-Bid Conference at the CIHA Office at 1:30 p.m. PDT, Tuesday, March 24, 2026,** to learn more about the project and review building site conditions.

Questions regarding the Invitation for Bids are to be submitted to **HGE Principal Architect Joe Slack by email at general@hge1.com** and **are due no later than 5:00 p.m. PDT, Thursday, April 2, 2026. Responses to questions and addenda will be available at hge1.com.**

This project is subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. §450e(b)), which requires that to the greatest extend feasible (1) preferences and opportunities for training and employment shall be given to Indians; and (2) preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises. Coquille Tribal member-owned and other Indian-owned firms or enterprises will be given preference in the award of this Contract. CIHA does not maintain a list of Indian-owned economic enterprises or organizations for Bidder use.

All Bidders and proposed Subcontractors must be licensed and registered with the State of Oregon Construction Contractors Board.

CIHA reserves the right to reject or accept any or all bids, waive irregularities or informalities in the bid or in the bidding, and cancel or delay the bid opening at any time.

By: Anne Cook, Executive Director
Coquille Indian Housing Authority

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

Instructions to Bidders for Contracts Public and Indian Housing Programs

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

(1) Integrity;

(2) Compliance with public policy;

(3) Record of past performance; and

(4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

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

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

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

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

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

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

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. **Bid Guarantee** (applicable to construction and equipment contracts exceeding $25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[ ] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[ ] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[ ] (3) a 20 percent cash escrow;

[ ] (4) a 25 percent irrevocable letter of credit; or,

[ ] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website **http://www.fms.treas.gov/c570/index.html**, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. **Preconstruction Conference** (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. **Indian Preference Requirements** (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

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COQUILLE INDIAN HOUSING AUTHORITY
INVITATION FOR BIDS

KILKICH ACCESSIBLE HOUSING PROJECT
CONSTRUCTION OF DUPLEX AND SINGLE-FAMILY RESIDENCE
COQUILLE TRIBAL LANDS, COOS BAY, OREGON

MARCH 10, 2026

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

1. General.

   The following supplements shall modify, change, delete from or add to the Instructions to Bidders. Where any Article of the Instructions to Bidders is modified or any Paragraph, Subparagraph, or Clause thereof is modified or deleted by these Supplements, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

2. Definitions.

   Add the following:

   A. The word Owner is the Coquille Indian Housing Authority.

   B. The word Architect is HGE Architects.

3. Article 5 - Late Submissions, Modifications, and Withdrawal of Bids.

   Add the following:

   Bids not in substantial compliance with the Instructions to Bidders cannot be considered and cannot be supplemented by submissions delivered after Closing. However, the Owner may waive minor informalities and irregularities, and may seek clarification of any response that, in its sole discretion, it deems necessary or advisable.

4. Article 8 – Contract Award.

   Add the following:

   The Contractor shall within ten (10) days after notification in writing of the Owner's intent to award a Contract, execute and return to the Owner the Form of Agreement and all applicable Certificates of Insurance.

5. Article 9 - Bid Guarantee.

   Bid guarantee as outlined is required.

6. Article 9 – Bid Guarantee.

   Add the following paragraph:

All Bidders will leave their bids open for a period of thirty (30) days after the date of bid opening. No bid may be withdrawn during such period of time. Owner may accept any Bid in accordance with the Instructions to Bidders within such thirty (30) day period.

7. Article 10 – Assurance of Completion.

   Contractor shall provide separate Performance Bond and Labor and Material Payment Bond made payable to the Owner issued by a Corporation legally licensed to transact business in the State of Oregon. Each bond is to be in the amount of 100% of the contract sum to assure the Owner of full and prompt performance of the Contract.

8. Article 10 – Assurance of Completion.

   Add "Liquidated Damages" as follows:

   It is understood that time is of the essence in the execution of this Contract in order to avoid undue hardship upon the Owner. It is also understood that unless extended in accordance with "The General Conditions of the Contract for Construction" that the Contractor will pay as liquidated damages to the Owner for any delay beyond the Substantial Completion Date established by the Contract, the sum of $750.00 per calendar day, for each day required beyond that date.

9. Article 12 – Indian Preference Requirements.

   Add the following:

   Tribal and Indian Preference Requirements. Projects developed and operated with assistance under NAHASDA are subject to Section 7(b) of the Indian Self-determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) provides that to the greatest extent feasible, preference shall be given to Indian organizations and Indian-owned economic enterprises in the award of all contracts and subcontracts. However, NAHASDA and its applicable regulations also provide that "Notwithstanding any other provision of law, with respect to any grant (or portion of a grant) made on behalf of an Indian tribe under [NAHASDA] that is intended to benefit 1 Indian tribe, the tribal employment and contract preference laws (including regulations and tribal ordinances) adopted by the Indian tribe that receives the benefit shall apply with respect to the administration of the grant (or portion of the grant)." (25 U.S.C. 4111(k)). In its Procurement Policy, the Coquille Indian Housing Authority has adopted tribal preference requirements consistent with Coquille Indian Tribal Code, 160.200(6)(c). Tribal preference requirements must be applied first, and only if there is no Tribal contractor who meets those requirements would the Indian preference requirements apply. Preference must be provided in accordance with the methods set forth in NAHASDA and consistent with 2 CFR Part 200.318-26. Where Tribal and Indian preference is determined not to be feasible, CIHA shall document the procurement file with the basis for its findings. Tribal and Indian preference applies not only on Coquille Tribal Lands or elsewhere within CIHA's jurisdiction, but also to contracts with firms that operate outside these areas. Tribal and Indian preference in the solicitation, evaluation, and award process shall be as described above.

10. Bid Submission Checklist

The following items should be included with each Bidder's submission:

1. A fully completed Bid Certification Form
2. Bid Bond
3. Representations, Certifications, and Other Statements of Bidders Form
4. Supplemental Representations, Certifications, and Other Statements of Bidders Form
5. Non-Collusion Affidavit
6. Bidder Qualifications Form
7. Bidder References Form
8. Indian Enterprise Qualification Statement
9. Statement Regarding Indian Preference

END OF SECTION

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BID CERTIFICATION FORM - DUPLEX

PROJECT: Coquille Indian Housing Authority
Kilkich Accessible Housing Project
Construction of Duplex and Single-Family Residence

LOCATION: 498/500 Miluk Drive
Coquille Tribal Lands
Coos Bay, Oregon

The Undersigned Bidder ("Bidder") declares that Bidder has carefully examined the Drawings and Specifications, that Bidder has made an examination of the site of the proposed work and has made such investigations necessary to determine the character of material and the conditions to be encountered. The Bidder hereby proposes to furnish all materials and labor and perform all work to complete the above referenced Project, in strict accordance with the Drawings and Specifications prepared by HGE Architects, 333 South 4th Street, Coos Bay, Oregon 97420 for the following sum:

BASIC BID

_____Dollars

AND_____Cents. ($_____)

And be bound by the following documents:

- Invitation to Bid
- Instructions to Bidders
- Supplemental Instructions to Bidders
- Bid Certification Form
- Bid Bond
- Representations, Certifications, and Other Statements of Bidders
- Supplemental Representations, Certifications, and Other Statements of Bidders
- Non-Collusion Affidavit
- Bidder Qualifications Form
- Bidder References
- Indian Enterprise Qualification Statement
- Statement Regarding Indian Preference
- Base Contract for Construction
- Performance Security Bond
- Labor and Materials Payment Bond
- General Conditions of the Contract for Construction Native American Housing Programs (NWIHA (July 2023))
- Supplemental Conditions to NWIHA General Conditions.
- Davis-Bacon Wage Rate Determinations
- Specifications
- Drawings

COMPLETION DATES

It is understood that time is of the essence in the execution of this Contract in order to avoid undue hardship upon the Owner, and that the Completion Dates designated herein may be a prime consideration in the award of this contract. The Bidder is advised that the Owner desires to have the project completed by **October 31, 2026**.

If the Bidder agrees to the Owner-desired completion date, Bidder should indicate this in the space below. If the Bidder would like to propose an earlier completion date, Bidder should indicate as such below. All completion dates submitted on this Bid Form are done so with the understanding that the Bidder will receive a "Notice to Proceed" no later than **April 23, 2026**. If the "Notice to Proceed" is issued after this date, Completion Dates shall be adjusted accordingly.

- I agree to the Owner-desired completion date_____; or,
  (indicate yes or no)
- I propose an alternate completion date of_____; or,
  (month/day/year)
- I propose_____calendar days from the "Notice to Proceed".
  (days)

The Bidder hereby agrees and certifies that unless extended in accordance with "The General Conditions of the Contract for Construction" that the Bidder will pay as liquidated damages to the Owner for any delay beyond the number of days listed above, the sum of $750.00 per day, for each additional day required.

FEDERAL AND TRIBAL COMPLIANCE

The Bidder agrees that Bidder will comply with all applicable provisions of the Davis-Bacon Wage Rates and all the requirements associated with "Federally Assisted Projects", including but not limited to those listed within these specifications, and that Bidder will comply with all applicable provisions of Coquille Tribal Law and the regulations and policies of the Coquille Indian Housing Authority.

_____ **Initial here if agreed**

COMPLIANCE AND CERTIFICATION

By signing this bid form, the Bidder hereby agrees and certifies that:

a. The Bidder has not and will not discriminate against minority, women or emerging small business enterprises in obtaining subcontracts for the work, provided that notwithstanding this paragraph Bidder shall apply Indian and Tribal preference as required by the General Conditions Contract.

b. To the extent applicable to Bidder on this project, Bidder shall comply with the provisions of ORS 305.385 relating to Oregon tax laws.

c. The Bidder, its Sub-Contractors, if any, and all employers working under this Contract are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

d. The Bidder is registered with the Construction Contractors Board in accordance with ORS 701.021.

e. All Sub-Contractors performing work as described in ORS 701.005(2) will be registered with the Construction Contractors Board in accordance with ORS 701.021 before the Sub-Contractors commence work under the Contract.

f. The references in the preceding subparagraphs to various provisions of Oregon law do not and shall not be construed to make Oregon law applicable on the lands of the Coquille Indian Tribe or to the Tribe or any Tribal entity.

_____ **Initial here if Bidder agrees to comply with the above conditions**

The Name of the Bidder who is submitting this Proposal is:

_____

Mailing Address: _____

City:_____State:_____ZIP: _____

Telephone:_____ Fax: _____

Bidder's Email Address: _____

Bidder's Registration Number: _____

Check one of the following which best describes the Bidder's business organization.

_____Sole Proprietor _____Corporation _____Partnership

_____Other (Explain): _____

The Names of the Principal Officers of the Bidder submitting this Proposal, or of the Partnership, or of all persons interested in the Proposal as Principal are as follows:

_____ _____

_____ _____

_____ _____

Dated this_____day of_____, 20____.

Acknowledge Receipt of Addenda:

(1)_____ (2) _____

(3)_____ (4) _____

NAME OF BIDDER:

_____
(Signature)

_____
(Printed Name)

_____
(Title)

BID CERTIFICATION FORM - SINGLE FAMILY

PROJECT: Coquille Indian Housing Authority
Kilkich Accessible Housing Project
Construction of Duplex and Single-Family Residence

LOCATION: 2665 Mexeye Loop
Coquille Tribal Lands
Coos Bay, Oregon

The Undersigned Bidder ("Bidder") declares that Bidder has carefully examined the Drawings and Specifications, that Bidder has made an examination of the site of the proposed work and has made such investigations necessary to determine the character of material and the conditions to be encountered. The Bidder hereby proposes to furnish all materials and labor and perform all work to complete the above referenced Project, in strict accordance with the Drawings and Specifications prepared by HGE Architects, 333 South 4th Street, Coos Bay, Oregon 97420 for the following sum:

BASIC BID

_____Dollars

AND_____Cents. ($_____)

And be bound by the following documents:

- Invitation to Bid
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- Labor and Materials Payment Bond
- General Conditions of the Contract for Construction Native American Housing Programs (NWIHA (July 2023))
- Supplemental Conditions to NWIHA General Conditions.
- Davis-Bacon Wage Rate Determinations
- Specifications
- Drawings

COMPLETION DATES

It is understood that time is of the essence in the execution of this Contract in order to avoid undue hardship upon the Owner, and that the Completion Dates designated herein may be a prime consideration in the award of this contract. The Bidder is advised that the Owner desires to have the project completed by **October 31, 2026**.

If the Bidder agrees to the Owner-desired completion date, Bidder should indicate this in the space below. If the Bidder would like to propose an earlier completion date, Bidder should indicate as such below. All completion dates submitted on this Bid Form are done so with the understanding that the Bidder will receive a "Notice to Proceed" no later than **April 23, 2026**. If the "Notice to Proceed" is issued after this date, Completion Dates shall be adjusted accordingly.

- I agree to the Owner-desired completion date_____; or,
  (indicate yes or no)
- I propose an alternate completion date of_____; or,
  (month/day/year)
- I propose_____calendar days from the "Notice to Proceed".
  (days)

The Bidder hereby agrees and certifies that unless extended in accordance with "The General Conditions of the Contract for Construction" that the Bidder will pay as liquidated damages to the Owner for any delay beyond the number of days listed above, the sum of $750.00 per day, for each additional day required.

FEDERAL AND TRIBAL COMPLIANCE

The Bidder agrees that Bidder will comply with all applicable provisions of the Davis-Bacon Wage Rates and all the requirements associated with "Federally Assisted Projects", including but not limited to those listed within these specifications, and that Bidder will comply with all applicable provisions of Coquille Tribal Law and the regulations and policies of the Coquille Indian Housing Authority.

_____ **Initial here if agreed**

COMPLIANCE AND CERTIFICATION

By signing this bid form, the Bidder hereby agrees and certifies that:

a. The Bidder has not and will not discriminate against minority, women or emerging small business enterprises in obtaining subcontracts for the work, provided that notwithstanding this paragraph Bidder shall apply Indian and Tribal preference as required by the General Conditions Contract.

b. To the extent applicable to Bidder on this project, Bidder shall comply with the provisions of ORS 305.385 relating to Oregon tax laws.

c. The Bidder, its Sub-Contractors, if any, and all employers working under this Contract are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

d. The Bidder is registered with the Construction Contractors Board in accordance with ORS 701.021.

e. All Sub-Contractors performing work as described in ORS 701.005(2) will be registered with the Construction Contractors Board in accordance with ORS 701.021 before the Sub-Contractors commence work under the Contract.

f. The references in the preceding subparagraphs to various provisions of Oregon law do not and shall not be construed to make Oregon law applicable on the lands of the Coquille Indian Tribe or to the Tribe or any Tribal entity.

_____ **Initial here if Bidder agrees to comply with the above conditions**

The Name of the Bidder who is submitting this Proposal is:

_____

Mailing Address: _____

City:_____State:_____ZIP: _____

Telephone:_____ Fax: _____

Bidder's Email Address: _____

Bidder's Registration Number: _____

Check one of the following which best describes the Bidder's business organization.

_____Sole Proprietor _____Corporation _____Partnership

_____Other (Explain): _____

The Names of the Principal Officers of the Bidder submitting this Proposal, or of the Partnership, or of all persons interested in the Proposal as Principal are as follows:

_____ _____

_____ _____

_____ _____

Dated this_____day of_____, 20____.

Acknowledge Receipt of Addenda:

(1)_____ (2) _____

(3)_____ (4) _____

NAME OF BIDDER:

_____
(Signature)

_____
(Printed Name)

_____
(Title)

BID BOND

Bond No. _____

KNOW ALL BY THESE PRESENTS that _____

_____

[Insert full name and address of legal title of Contractor] as Principal, hereinafter called Contractor, and

_____, a duly organized
[Enter name of Bonding Company]
corporation under the laws of the State of Oregon and authorized to conduct surety business in the State of Oregon as Surety, hereinafter called Surety, are held and firmly bound unto the Coquille Indian Housing Authority, as Obligee, hereinafter called CIHA, for the use and benefit

of claimants herein below defined in the amount of $_____Dollars,
[Insert full amount of the Contract price]
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying bid, dated

_____, 20_____, for construction of the CIHA Kilkich Accessible Housing Project ("KAHP") Duplex and Single-Family Residence.

NOW, THEREFORE, if the Principal shall not withdraw said proposal within the period specified therein after the opening of the same, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with CIHA in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay CIHA the difference between the amount specified in said bid and the amount for which CIHA may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we hereunto set our hands this _____ day of _____, 20___.

Principal: _____
Name of Firm

By: _____

Title: _____

Surety: _____
Name of Firm

By: _____

Title: _____

Principal Address for Notices:

_____

_____

_____

Surety Address for Notices:

_____

_____

_____

Certification for Principal	*Certification for Surety*
County of _____))ss State of _____)	County of _____))ss State of _____)
I, the undersigned, a duly commissioned and sworn notary public, do hereby certify that on the _____day of _____, 20_____, the above-signed _____ personally appeared before me and was personally known to me, and executed the within instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.	I, the undersigned, a duly commissioned and sworn notary public, do hereby certify that on the _____day of _____, 20_____, the above-signed _____ personally appeared before me and was personally known to me, and executed the within instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.
_____ Notary Public for _____ My Commission Expires:	_____ Notary Public for _____ My Commission Expires:

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding $50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding $100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[ ] Black Americans	[ ] Asian Pacific Americans
[ ] Hispanic Americans	[ ] Asian Indian Americans
[ ] Native Americans	[ ] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding $2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding $10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed $10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding $100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding $50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[ ] is, [ ] is not included with the bid.

13. Bidder's Signature

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

_____
(Signature and Date)

_____
(Typed or Printed Name)

_____
(Title)

_____
(Company Name)

(Company Address)

COQUILLE INDIAN HOUSING AUTHORITY
INVITATION FOR BIDS

KILKICH ACCESSIBLE HOUSING PROJECT
CONSTRUCTION OF DUPLEX AND SINGLE-FAMILY RESIDENCE
COQUILLE TRIBAL LANDS, COOS BAY, OREGON

MARCH 10, 2026

SUPPLEMENTAL REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

In addition to, and not in any way intended to limit any of the Representations, Certifications, and Other Statements of Bidders set out in HUD Form 5369-A, the undersigned Bidder also hereby certifies and represents as follows:

1. General.

   Except where HUD Form 5369-A is expressly modified by these Supplemental Representation, Certifications, and Other Statement of Bidders, the unaltered provisions of HUD Form 5369-A shall remain in effect.

2. Definitions.

   A. The term PHA/IHA in HUD Form 5369-A shall refer to the Coquille Indian Housing Authority.

   B. The Architect is HGE Architects.

3. Clause 12. Previous Participation Certificate.

   Clause 12. Previous Participation Certificate is not applicable to this project and is deleted in its entirety.

4. Plans and Specifications.

   Bidder has carefully reviewed the drawings, plans, and specifications of the Architect, and has reviewed the project site. Bidder certifies and represents that its bid is in conformity with constructing the project according to the drawings, plans, and specifications of the Architect on the site for the bid amount for the price specified.

5. Applicable Contract Documents, Laws, and Regulations.

   Bidder has read, understands, and agrees to comply with all the provisions of the Invitation for Bid and in particular the contract documents (General and Supplemental Conditions), and relevant provisions of applicable law and regulations, including but not limited to the Native American Housing Assistance and Self-Determination Act, Coquille Tribal law, and the policies of Coquille Indian Housing Authority.

Bidder hereby certifies that the information contained in these Supplemental Representations, Certifications, and Other Statements of Bidders is accurate, complete, and correct.

_____

Signature Date

_____

Typed or Printed Name Title

_____

Company Name

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NON-COLLUSION AFFIDAVIT

I, _____, being first duly sworn under oath, do hereby attest and affirm as follows:

1. That I am a duly authorized officer or agent of _____ ("Firm"), which is submitting the competitive bid attached to this Affidavit, for the purpose of certifying the facts pertaining to the existence of collusion by the Firm or between the Firm and any officer, agent or employee of Coquille Indian Housing Authority ("CIHA") or Coquille Indian Tribe ("Tribe"), as well as facts pertaining to the giving or offering things of value to officers, agents or employees of CIHA or the Tribe in return for special consideration in the letting of any contract pursuant to the attached competitive proposal.

2. That I am fully aware of the facts and circumstances surrounding the making of the competitive proposal and have been personally and directly involved in the proceedings leading to the submission of such competitive proposal.

3. That the competitive proposal submitted is genuine and is not the product of any collusion and is not a sham, and that all statements in the competitive proposal are true.

4. That neither the Firm named above nor anyone subject to the Firm's direction or control has been a party:

   a. to any collusion among bidders to agree to bid at a fixed price or to refrain from bidding, or as to quantity, quality, cost element, profit, overhead, or price in the prospective contract or as to any other term of the prospective contract;

   b. to any collusion with any CIHA or Tribal officer, agent or employee as to quantity, quality, cost element, profit, overhead, or price in the prospective contract or as to any other term of the prospective contract;

   c. to any discussions between bidders or between this bidder and any officer, agent or employee of CIHA or the Tribe pertaining to the giving or offering things of value to officers, agents or employees of CIHA or the Tribe in return for special consideration in the letting of any contract pursuant to the attached competitive proposal.

So sworn this ___ day of _____, 20___.

_____
Signature of Affiant

Certification

County of _____)
)ss
State of _____)

I, the undersigned, a duly commissioned and sworn notary public, do hereby certify that on the _____ day of _____, 20___, the above-signed _____ personally appeared before me and was personally known to me, and executed the within instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

_____
Notary Public for _____
My Commission Expires:

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COQUILLE INDIAN HOUSING AUTHORITY
INVITATION FOR BIDS

KILKICH ACCESSIBLE HOUSING PROJECT
CONSTRUCTION OF DUPLEX AND SINGLE-FAMILY RESIDENCE
COQUILLE TRIBAL LANDS, COOS BAY, OREGON

MARCH 10, 2026

BIDDER QUALIFICATIONS

1. Name of Bidder/Offeror: _____

2. Trade Name (DBA): _____

3. Business Physical Address: _____

   _____

   _____

4. Mailing Address: _____

   _____

   _____

5. Business Phone: _____ Fax: _____

6. Tax ID Number: _____ 7. DUNS Number: _____

8. Point of Contact Name: _____

9. Point of Contact Title: _____

10. Point of Contact Phone Number(s): _____

11. Years in Business _____ (under current business name only)

12. State Contractor License Number and Type/Class: _____

13. Current Contracts (list 3 current or most recent):

Company/Agency	Project	Amount

14. Describe relevant experience of your firm in providing services similar in scope and magnitude to that specified in the solicitation (attach additional pages as required):

    _____

    _____

    _____

15. Has the firm ever failed to complete any awarded contract, in accordance with the contract requirements? ☐ No ☐ Yes

    If yes, provide contract name/description, awarding company, agency, or individual and provide explanation (attach additional pages as required):

    _____

    _____

16. Has the firm ever had a contract terminated for default? ☐ No ☐ Yes

    If yes, provide contract name/description, awarding company, agency, or individual and provide explanation (attach additional pages as required):

    _____

    _____

The information provided herein will be used to determine the firm's minimum qualifications, in accordance with the solicitation requirements, to be considered eligible for award of a contract pursuant to this procurement. Additionally, the form provides some minimum information required to make a responsibility determination. Prior to award of a contract, additional information may be required including audited financial statement, further statements of capability and resources, and may require a pre-award site survey.

The undersigned hereby certifies that the information provided in this document is accurate, complete, and current and that the signatory is authorized by the firm submitting this document to obligate the firm and attest to the accuracy of the statements and other information provided herein.

_____

Signature Date

_____

Typed or Printed Name Title

_____

Company Name

BIDDER REFERENCES

Bidder Name: _____

Reference 1 of 3

Company: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Dollar Value: _____

Description of Work:

BIDDER'S REFERENCES

Bidder Name: _____

Reference 2 of 3

Company: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Dollar Value: _____

Description of Work:

BIDDER'S REFERENCES

Bidder Name: _____

Reference 3 of 3

Company: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Dollar Value: _____

Description of Work:

Blank Page

COQUILLE INDIAN HOUSING AUTHORITY
INVITATION FOR BIDS

KILKICH ACCESSIBLE HOUSING PROJECT
CONSTRUCTION OF DUPLEX AND SINGLE-FAMILY RESIDENCE
COQUILLE TRIBAL LANDS, COOS BAY, OREGON

MARCH 10, 2026

INDIAN ENTERPRISE QUALIFICATION STATEMENT

NOTE: Submit completed questionnaire to the Coquille Indian Housing Authority within the time frame specified. Use additional sheets to complete answer if needed.

The Undersigned certifies under oath the truth and correctness of all answers to questions made hereinafter:

1. For purposes of being treated under "Indian preference" provisions, the Applicant wishes to qualify as:

   An "Economic Enterprise" as defined in Section 3(e) of the Indian Financing Act of 1974 (P.L. 93-262); that is: "any Indian-Owned...commercial, industrial or business activity established or organized for the purpose of profit: Provided, that such Indian Ownership shall constitute not less than 51 percentum of the enterprise";

   --Or--

   A "Tribal Organization" as defined in Section 4(c) of the Indian Self-Determination and Education Assistance Act (P.L. 93-638); that is: "the recognized governing body of any Indian Tribe; any legally established organization of Indians which is controlled, sanctioned or chartered by such governing body or which is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of Indians in all phases of its activities: Provided, that in any case where a contract is let or grant made to an organization to perform services benefiting more than one Indian Tribe, the approval of each such Indian Tribe shall be a prerequisite to the letting or making of such contract or grant..."

2. Name of Enterprise or Organization: _____

   Address: _____

   _____

   Telephone No.: _____

3. Check One:

   ____ Corporation ____ Joint Venture ____ Partnership ____ Sole Proprietorship

____ Other: _____

4. Answer the following:

   If a Corporation:

   a. Date of incorporation: _____
   b. State of incorporation: _____
   c. Give the names and addresses of the officers of this Corporation and establish whether they are Indian (I) or Non-Indian (NI).

Name and Social Security No.	I or NI	Title	Address	% of Stock Ownership
		President		
		Vice-President		
		Secretary or Clerk		
		Treasurer		

   d. Complete the following information on all stockholders who are not listed in c. above, owning 0% or more of the stock. Establish whether they are Indian (I) or Non-Indian (NI).

Name and Social Security No.	I or NI	Address	% of Stock Ownership

If a Sole Proprietorship or Partnership:

a. Date of Organization: _____

b. Give the following information on the individual or partners and establish whether they are Indian (I) or Non-Indian (NI).

Name and Social Security No.	I or NI	Address	% of Stock Ownership

If a Joint Venture:

a. Date of Joint Venture Agreement: _____

b. Attach the information for each member of the joint venture prepared in the appropriate format given above.

Name and Social Security No.	I or NI	Address	% of Stock Ownership

5. Give the name, address, and telephone number of the principal spokesperson of your organization or enterprise: _____

6. Has any officer or partner of your organization or enterprise listed in #4 been an officer or partner of another organization that failed in the last ten years to complete a contract?

   _____ Yes _____ No

   If Yes, state circumstances: _____

   _____

   _____

   _____

7. Has this enterprise or organization failed in the last ten years to complete any work awarded to it or to complete the work on time?

   _____ Yes _____ No

   If Yes, note when, where, and why: _____

   _____

   _____

   _____

8. Will any officer or partner listed in #4 be engaged in out-side employment?

   _____ Yes _____ No

   If Yes, complete:

Name/Title	Hours Per Week Outside the Enterprise
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

9. Is the enterprise or organization, or anyone listed in #4 above, currently subject to an administrative sanction issued by any department or agency of the Federal Government?

   _____ Yes _____ No

If Yes, complete:

Name of Person/Business	Date of Action	Type of Action	Department or Agency

10. Does this enterprise or organization have any subsidiaries or affiliates or is it a subsidiary or affiliate of another concern?

_____ Yes _____ No

If Yes, complete:

Name and Address of Subsidiary, Affiliate, or Other Concern	Description of Relationship

11. Does this enterprise or organization, or any person listed in #4 above, have or intend to enter into any type of agreement with any other concern or person which relates to or affects the ongoing administration, management, or operations of this enterprise? These include but are not limited to management, and joint venture agreements and any arrangement or contract involving the provision of such compensated services as administrative assistance, data processing, management consulting of all types, marketing, purchasing, production, and other types of compensated assistance.

_____ Yes _____ No

If yes, attach a copy of any written agreement or an explanation of any oral or intended agreement.

12. Has this enterprise or organization ever been subject to a judgment of any court or administrative sanction (Federal, State, or Tribal)?

_____ Yes _____ No

Has any individual listed in #4 ever been subject to judgment of any court or administrative sanction (Federal, State, or Tribal)?

_____ Yes _____ No

If the answer is Yes to either question, furnish details in a separate attachment.

13. Has any tax lien or other collection procedure been instituted against this enterprise or organization, or the individuals listed in #4, as a sole proprietor or partner in their capacities with this enterprise or organization, or other enterprise or organization?

    _____ Yes _____ No

14. Has this enterprise or organization, or any person listed in #4, ever been involved in a bankruptcy or insolvency proceeding?

    _____ Yes _____ No

    If yes, provide details in an attachment.

15. What dollar amount of Working Capital is available to your enterprise or organization prior to the start of construction? $ _____

    Explain the source of these funds: _____

    Include a copy of the enterprise's or organization's most recent audited financial statement.

16. How will project development bookkeeping and payroll be maintained: (choose one)

    a. By contract with an outside professional accounting firm:

       Name: _____

       Address: _____

       Telephone: _____

    b. Records are to be kept by enterprise or organization personnel.

       If "b" has been chosen, state the qualifications of your personnel to perform this function:

       _____

       _____

       _____

c. _____

_____

_____

17. Trade References (include addresses and phone numbers):

_____

_____

_____

18. Bank and credit references (including addresses and phone numbers):

_____

_____

_____

19. Employees

a. Indicate the core crew employees in your work force, their job titles, and whether they are Indian or Non-Indian. Core crew is defined as an individual who is either a current bona-fide employee or who is not a current employee but who is regularly employed in a supervisory or other key skilled position when work is available.

_____

_____

_____

_____

_____

_____

_____

b. Over the past three years, what has been the average number of employees of the organization or enterprise? _____

20. Attach certification by a tribe or other evidence of enrollment in a federally recognized tribe for each officer, partner or individual designated as an Indian in #4.

21. Attach a certified copy of the charter, article of incorporation, by-laws, partnership agreement, joint venture agreement and/or other pertinent organizational documentation.

22. Explain in narrative form the stock ownership, structure, management, control, financing, and salary or profit sharing arrangements of the enterprise or organization, if not covered in answers to specific questions heretofore. Attach copies of all shareholder agreements, including voting trust, employment contracts, agreements between owners and enterprise. Include information on salaries, fees, profit sharing, material purchases, and equipment lease or purchase arrangements.

    Evidence relating to structure, management, control, and financing should be specifically included.

23. I am a duly authorized officer or agent of _____, the bidder submitting the competitive bid attached to this Indian Enterprise Qualification Statement, and I have personal knowledge of the facts set out herein and attest that these facts are true and accurate.

Dated this _____ day of _____, 20____.

By:

_____

(Signature)

_____

(Printed Name)

_____

(Title)

Certification

County of _____)
)ss
State of _____)

I, the undersigned, a duly commissioned and sworn notary public, do hereby certify that on the _____ day of _____, 20___, the above-signed _____ personally appeared before me and was personally known to me, and executed the within instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

_____
Notary Public for _____
My Commission Expires:

COQUILLE INDIAN HOUSING AUTHORITY
INVITATION FOR BIDS

KILKICH ACCESSIBLE HOUSING PROJECT
CONSTRUCTION OF DUPLEX AND SINGLE-FAMILY RESIDENCE
COQUILLE TRIBAL LANDS, COOS BAY, OREGON

MARCH 10, 2026

STATEMENT REGARDING INDIAN PREFERENCE

If successful, Bidder (through its duly authorized and undersigned representative) hereby agrees and certifies that it will:

1. To the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned economic enterprises, and adopt and implement, for all subcontracts, the Indian Preference Requirements of the CIHA Procurement Policy to the greatest extent feasible. Copies of these provisions are attached hereto.
2. To the greatest extent feasible, give preference in opportunities for training and employment to Indians, and adopt and implement, for hiring, training, and promotion, the Indian Preference provisions of the CIHA Personnel Manual. Copies of these provisions are attached hereto.
3. Supply information to CIHA on a periodic basis during performance of its duties under the contract demonstrating its efforts to apply Indian preference in hiring, promotion, training, and subcontracting, including what steps were taken to solicit Indian businesses for subcontracting and Indian people for hiring, promotion, and training.
4. Submit, and cause each subcontractor to submit, a certification and supporting evidence to CIHA whenever it is not feasible to provide Indian preference in subcontracting.

Bidder acknowledges and understands that improper subcontracting or false certification as to Indian preference in hiring and training, or as to subcontracting with Indian enterprises or organizations, shall be grounds for termination of the contract and for seeking penalties against the Contractor.

Dated this ____ day of _____, 20____.

_____
Signature

On behalf of:

_____
Printed Name

_____
Name of Bidder

_____
Title

Tribal and Indian Preference Requirements

1. **General**. Projects developed and operated with assistance under NAHASDA are subject to Section 7(b) of the Indian Self-determination and Education Assistance Act (25 U.S.C. 5307(b)). Section 7(b) provides that to the greatest extent feasible, preference shall be given to Indian organizations and Indian-owned economic enterprises in the award of all contracts and subcontracts. However, NAHASDA and its applicable regulations also provide that "Notwithstanding any other provision of law, with respect to any grant (or portion of a grant) made on behalf of an Indian tribe under [NAHASDA] that is intended to benefit 1 Indian tribe, the tribal employment and contract preference laws (including regulations and tribal ordinances) adopted by the Indian tribe that receives the benefit shall apply with respect to the administration of the grant (or portion of a grant)." (25 U.S.C. 4111(k)). The Coquille Indian Tribe has adopted Tribal contract preference requirements in its Fiscal Management Ordinance, Coquille Tribal Code, §160.220(4). Thus, the Tribal preference requirements must be applied first, and only if there is no Tribal contractor who meets those requirements would the Indian preference requirements apply. Preference must be provided in accordance with the methods set forth in NAHASDA and consistent with 2 CFR Part 200. Where Tribal and Indian preference is determined not to be feasible, CIHA shall document the procurement file with the basis for its findings. Tribal and Indian preference applies not only on Coquille Tribal Lands or elsewhere within CIHA's jurisdiction, but also to contracts with firms that operate outside these areas. Tribal and Indian preference in the solicitation, evaluation, and award process shall be as described above.

2. **Eligibility.** To be eligible for Tribal preference, a business concern must be 51% or more owned by a Coquille Tribal member. Eligibility for Indian preference shall be established in accordance with procedures consistent with NAHASDA. If CIHA or its prime contractor determines an applicant ineligible for Tribal or for Indian preference, CIHA or the prime contractor shall notify the applicant in writing before contract award, or filling the position, or providing the desired training.

3. **Contract Clauses and Solicitation Notices.**

   a. Solicitations shall include the following information:

      i. A statement of the applicability of Tribal and Indian preference to the solicitation and a time before the due date for offers by which offerors must submit evidence of eligibility for Tribal or Indian preference;

      ii. Any applicable locally imposed preference requirements properly enacted by the tribal governing body and adopted by CIHA (or advise offeror to contact the tribal governing body to determine any applicable preference requirements);

      iii. Information as to whether CIHA maintains lists of Tribal- or Indian-owned economic enterprises and Tribal or Indian organizations by trade specialty which are available to contractors and subcontractors for use in meeting Tribal and Indian preference responsibilities;

iv. A requirement that offerors provide a statement describing how they will provide Tribal and Indian preference in subcontracting, training, and employment, including the number or percentage of Tribal members and Indians to be employed and trained;

v. CIHA's description of the information to be submitted on Tribal and Indian preference;

vi. The factors that CIHA will use in judging the adequacy of the Tribal or Indian preference information submitted;

vii. A statement that failure to submit the required Tribal and Indian preference statements on subcontracting, training, and employment shall be grounds for rejection of the offer;

viii. A requirement that each contractor and subcontractor submit a certification and supporting evidence to CIHA whenever it is not feasible to provide Tribal or Indian preference in subcontracting;

ix. For requests for proposals that are not restricted to Tribal member-owned or Indian-owned economic enterprises or organizations, the percentage or number of points set aside for Tribal or Indian preference and the method for allocating these points;

x. For requests for proposals that are not restricted to Tribal member-owned or Indian-owned economic enterprises or organizations, a requirement that contractors using a request for proposals to solicit subcontractors reserve 10% of the available rating points for Tribal preference and 5% for Indian preference in subcontracting, not to be combined, and the criteria to be used in evaluating subcontractor proposals, with the award to go to the Tribal member-owned economic enterprise or organization over the Indian-owned entity if the points are otherwise the same;

xi. A requirement that offerors submit a list of core crew employees with their offers and that contractors and subcontractors are required to provide preference to the greatest extent feasible by hiring qualified Tribal members and other Indians in all positions other than core crew positions; and,

xii. Requirements for the Build America, Buy America Act (BABA), if applicable. CIHA Procedures for BABA compliance are included in Appendix B to this Policy.

b. Solicitations, contracts, and subcontracts shall include the following:

i. A reference to the applicability of Tribal preference requirements consistent with this Policy and Coquille Tribal Code §160.220(4);

ii. The clause implementing Section 7(b) of the Indian Self-Determination and Education Assistance Act in connection with the development or operation of CIHA projects in accordance with 24 CFR § 1000.52 as this provision currently exists or is subsequently amended;

iii. The grounds for termination of a contract or the imposition of penalties for improper subcontracting or false certification as to subcontracting with Tribal member-owned or Indian-owned economic enterprises or organizations; and,

iv. Any additional information required because of the nature of the project.

c. If all required clauses and provisions are not included on form documents (e.g., HUD-5369 and HUD-5370), then CIHA shall attach any additional clauses or provisions to the forms used in solicitations and contract documents.

4. **Monitoring and Remedies.** CIHA shall monitor the implementation of Tribal and Indian preference in its contracts, subcontracts, training, and employment, and take appropriate remedial action (including cancellation of contracts and assessments of penalties) to ensure compliance.

Tribal and Indian Preference

As described below, preference shall be given to qualified Tribal members and other Preference Candidates and Preference Employees in all phases of employment, training, and contracting.

1. Employment Phases. Employment phases include but are not limited to recruitment, advertising, hiring, upgrading job duties, promotion, transfer, rate of pay changes, layoff or not for cause termination, and selection for training or apprenticeship.

2. Preference Order. The following order of preference ("Preference Order") shall be applied in all phases of employment to the extent permissible under applicable law, with the most preferred categories listed first:

   a. Qualified Tribal Member;
   b. Qualified spouse or domestic partner of a Tribal Member;
   c. Qualified Immediate Family Member of a Tribal member;
   d. Qualified Coquille Tribal Family Relation;
   e. Qualified Indian;
   f. Qualified United States Veteran;
   g. Other qualified applicant.

3. Preference As Applied. Preference shall be applied when two or more candidates are otherwise equally qualified regarding education, employment experience, skills, and training.

4. Recruitment, Advertising, and Hiring. Preference shall be applied when identifying qualified candidates and when assessing which candidate(s) shall receive an offer of employment/contracting.

5. Layoffs; Reductions in Force. In general, layoffs or furloughs of personnel shall consider the Preference Order in reverse.

6. Promotion, Career Advancement, and Succession Opportunities. Preference shall be applied in promotional opportunities, career advancement/succession opportunities or programs, specialized or general training opportunities, and employee or management development activities, etc., that are not available or distributed to all employees within a classification.

7. Training and Apprenticeship. CIHA will participate in applicable training programs to encourage Tribal Members and Tribal Spouses to advance their prospective job qualifications, as requested by the Coquille Indian Tribe's Tribal Development Department.

8. Part-Time, Temporary, Summer, and Cooperative Student Employees. Opportunities for part-time, temporary, summer, and co-operative student employment shall be filled in

accordance with the Preference Order. CIHA will work with the Coquille Indian Tribe's Tribal Development Department to locate and obtain referrals for qualified candidates.

9. Job Qualification Requirements. Job qualification criteria shall be designed for the sole purpose of identifying required and desirable skills, education, certifications, and experience for each position, and shall not purposely serve to effectively bar the employment or promotion of any candidate.

NORTHWEST INDIAN HOUSING ASSOCIATION (July 2023)

BASE CONTRACT FOR CONSTRUCTION CONTRACTOR SERVICES
NATIVE AMERICAN HOUSING PROGRAMS

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS USE, COMPLETION OR MODIFICATION. THIS DOCUMENT IS INTENDED TO BE USED WITH THE GENERAL CONDITIONS OF THE GENERAL CONSTRUCTION CONTRACT SERVICES (Form NWIHA GC/Construction).

This document is published by the Northwest Indian Housing Association (NWIHA), an association of the Tribally Designated Housing Entities (TDHEs) of federally recognized Indian tribes located in the states of Washington, Oregon, and Idaho, and Annette Island, Alaska.

Comments and suggestions concerning this document are welcome and may be forwarded to the NWIHA by mail, fax, or email. Comments and suggestions received may be used as the basis for changes or additions in future editions of this document.

Copies of this document and other construction documents and copies of this document and other documents in PDF format are available to NWIHA Voting Members at no charge.

Northwest Indian Housing Association (NWIHA)
P.O. Box 7653
Olympia, WA 8507-7653
(360) 288-7707
email: info@nwiha.org

BASE CONSTRUCTION CONTRACT BETWEEN
COQUILLE INDIAN HOUSING AUTHORITY
AND

_____

FOR
KILKICH ACCESSIBLE HOUSING PROJECT
CONSTRUCTION OF DUPLEX AND SINGLE-FAMILY RESIDENCE
COQUILLE TRIBAL LANDS, COOS BAY, OREGON

This Contract for Construction Services is entered into on _____, 20___, between the Coquille Indian Housing Authority, (hereinafter "TDHE") and _____, (hereinafter referred to as "CONTRACTOR"). WITNESSETH:

WHEREAS, TDHE desires to secure a general construction contractor for the construction of the Kilkich Accessible Housing Project ("Project"), which is described in further detail herein; and

WHEREAS, CONTRACTOR has submitted the lowest responsible and responsive bid to the Request (or Invitation) for Bids for the Project;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 1 – GENERAL AND SUPPLEMENTAL CONDITIONS

1.1 The General Conditions for this Contract are set out in the attached GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION/NATIVE AMERICAN PROGRAMS. FORM NWIHA GC (JULY 2023), as supplemented and modified by the attached SUPPLEMENTAL CONDITIONS TO THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION (IF ANY), both of which are hereby incorporated into this Contract by reference in their entirety. In addition, since the Invitation for Bids and the bid submitted by CONTRACTOR (which shall include all documents submitted as part of the bid) contain information specific to performance and compensation for the work, the Invitation for Bids and the bid submitted are also hereby incorporated by reference into this Contract in their entirety.

ARTICLE 2 - SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all the labor, materials, equipment, project management, expertise and other resources and services necessary for the construction and completion of the Project as described in the Request (or Invitation) for Bids, including the drawings and specifications by the Architect, and as presented in the bid submitted by CONTRACTOR on or about _____, 20___, which is hereby

incorporated by reference in its entirety. CONTRACTOR shall be responsible for the professional quality, technical accuracy, and timely completion of its work. Should additional services be required or requested that are outside the Scope of Work, they must be specified in an individual Change Order that is approved by the TDHE per the terms and conditions of this Contract.

ARTICLE 3 - TERM OF CONTRACT

3.1 This Contract shall become effective upon the date it is executed by the parties.

3.2 The Notice to Proceed will not be issued until the Payment and Performance Bonds have been provided to TDHE's satisfaction and until CONTRACTOR provides the required insurance.

3.3 This Contract shall continue in effect until 365 calendar days after the notice to proceed, unless terminated sooner in accordance with any applicable provisions of this Contract. By agreement of the TDHE and CONTRACTOR, the Term of the Contract can be extended through an amendment to the Contract.

ARTICLE 4 - COMPENSATION AND BILLING

4.1 Total compensation to be paid by TDHE to the CONTRACTOR for performance of this Contract, subject to additions or deductions as provided in this Contract, and according to the schedule and requirements set out in the Contract Documents shall be lump sum, and shall not exceed _____**and 00/100's Dollars ($_____.00)** unless authorized in writing by TDHE.

4.2 Should additional services be required or requested that are outside the Scope of Work as specified in an individual Change Order, and that are approved by the TDHE, the CONTRACTOR shall be compensated in accordance with the rates negotiated by CONTRACTOR and TDHE and set out in that Change Order.

ARTICLE 5 - EXTENT OF AGREEMENT

5.1 This Contract, including any scopes of work, appendices, exhibits, and attachments hereto, constitutes the entire and integrated agreement between the TDHE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the TDHE and the CONTRACTOR. The following documents are attached hereto and are incorporated into this Contract by reference in their entirety, and shall be referred to as the "Contract Documents."

A. Invitation for Bids

B. Forms

i. Bid
ii. Bid Bond
iii. Non-Collusion Affidavit
iv. Subcontractors
v. Performance Bond
vi. Payment Bond
vii. This instrument

C. Supplementary Instructions to Bidders (if any)

D. Contract Plans, Drawings, and Specifications including any Addendums.

E. GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION/NATIVE AMERICAN PROGRAMS. FORM NWIHA GC (JULY 2023)

F. SUPPLEMENTAL CONDITIONS TO THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION (IF ANY)

G. Tribal or Federal Labor Standards Provisions, Wage Determination, and Technical Salary Determination (whichever is applicable)

H. Tribal employment and contracting preference law or regulation (if any)

I. Indian Enterprise Qualifications Statement

J. HUD documents: #5369, 5369-A (but only to the extent applicable under current regulations and applicable law and policy)

ARTICLE 6 - SEVERABILITY

6.1 If any term, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, the remainder of this Contract shall remain in effect.

ARTICLE 7 – NOTICES AND DESIGNATED CONTACTS

7.1 All notices of other communications to either party by the other shall be deemed given when made in writing and personally delivered, faxed, or mailed, postage paid, to:

TDHE:	CONTRACTOR:
_____	_____
_____	_____
_____	_____

7.2 Day-to-day project coordination and communications shall be conducted between the TDHE's Contracting Officer, and the CONTRACTOR's designated Project Manager.

A. THDE's designated Contracting Officer: _____

B. CONTRACTOR's designated Project Manager: _____

ARTICLE 8 – NO CLAIM FOR WORK NOT COVERED BY CONTRACT

8.1 It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the CONTRACTOR and not specifically herein provided for, will be allowed by TDHE, nor shall the CONTRACTOR do any work or furnish any materials not covered by this Contract, unless such work is ordered by TDHE.

8.2 In no event shall TDHE be liable for any professional or technical services, materials furnished or used, or for any work or labor done, unless the services, materials, work or labor are required by the Contract or an order furnished by TDHE. Any such work or materials which may be done or furnished by the CONTRACTOR without order first being given shall be at CONTRACTOR's own risk, cost, and expense and CONTRACTOR hereby covenants and agrees to make no claim for compensation or work or materials done or furnished without such order.

8.3 CONTRACTOR further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of TDHE, to provide substantial completion on or before:_____calendar days after the Notice to Proceed. CONTRACTOR shall assign any warranty obtained in connection with the Project to TDHE on final payment.

ARTICLE 9 – PAYMENT AND PERFORMANCE BONDS

9.1 The bonds provided by CONTRACTOR in the sum of $_____.00 for a Payment Bond and $_____.00 for a Performance Bond, to secure the proper compliance with the terms and provisions of this Contract, shall be executed as soon as possible upon execution of this Contract and made a part hereof as soon as they are executed. There shall be no Notice to Proceed issued and no work done or obligations incurred under this Contract until the executed bonds are provided to TDHE's satisfaction.

ARTICLE 10 – SOVEREIGN IMMUNITY

10.1 CIHA possesses sovereign immunity from suit, which immunity is hereby expressly asserted.

10.2 CIHA hereby grants a limited waiver of its sovereign immunity from unconsented suit explicitly for the limited purpose of permitting actions against the CIHA for specific performance or breach of the terms of this Contract. Such a waiver shall be narrowly construed and limited to the terms set out herein.

10.3 This limited waiver does not supersede the "Disputes" clause (Clause 31) of the General Conditions to the Construction Contract, except that the language regarding the waiver of CIHA's sovereign immunity from suit and the exclusive jurisdiction of the Tribal Court is modified to the extent set out herein. Any claim for enforcement of rights under the Contract may only be brought after the Disputes resolution process set out in Clause 31 has been exhausted and no mutually satisfactory result has been reached through that process.

10.4 If a party in good faith concludes that a Claim has not been resolved to the parties' mutual satisfaction through the Disputes resolution process set out in Clause 31, then that party, upon notice by that party to the other, shall submit such Claim to be finally and exclusively settled by arbitration administered by the AAA in accordance with the provisions of its Commercial Arbitration Rules. Within ten (10) days after the commencement of arbitration, the parties shall attempt in good faith to agree to one arbitrator. In the event the parties fail to agree to one arbitrator, then each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA. The third arbitrator shall be a practicing attorney, actively engaged in the practice of law for at least ten years and a member in good standing of the bar association of the State of Oregon. Alternatively, the third arbitrator may be a retired judge of the federal court or the trial court of the State of Oregon. The third arbitrator shall have the AAA-acknowledged expertise in the appropriate subject matter. The place of arbitration shall be the lands of the Coquille Indian Tribe. The award shall be made within nine months of the filing of the notice of intent to arbitrate, and the arbitrators shall agree to comply with the schedule before accepting appointment. However, this time limit may be extended by agreement of the parties or by the majority of the arbitrators, if necessary. Any award rendered in any such arbitration proceeding shall be final and binding.

10.5 Enforcement. Judgment upon the award rendered by the arbitrators against either party, upon request of the prevailing party, shall be enforced in the Coquille Indian Tribe Tribal Court system ("Tribal Court") and such proceeding shall be conducted subject to the rules and procedures thereof; provided, however, that the parties agree that the Tribal Court shall only have the power to enforce, but not review or modify, the arbitrators' award. The Contractor and CIHA, each for itself and its authorities and instrumentalities, agree that they shall accept and be bound by the award of the arbitrators or a judgment,

ruling or order which is final (because either the time for appeal has expired or the judgment or order is issued by the court having final appellate jurisdiction over the matter and is not subject to collateral attack).

10.6 Any award issued by the arbitrators may be enforced in the courts of the State of Oregon or the United States District Court for the District of Oregon, should the party against whom judgment is rendered refuse to comply with the order of the Tribal Court, or if the Tribal Court refuses to exercise jurisdiction to enforce the arbitration award. Such courts shall only have the power to enforce, but not review or modify, the arbitrators' award.

10.7 Notwithstanding anything to the contrary in this Contract, the parties agree that this Article 10 constitutes a limited waiver of CIHA's sovereign immunity solely for the purposes of enforcing the provisions of this Contract and not a general or complete waiver of sovereign immunity. The CIHA agrees that this Limited Waiver applies to actions against it for specific performance and/or breach of contract with respect to all obligations of the CIHA under the Contract, including but not limited to the obligations to pay money and the management thereof.

10.8 This limited waiver of CIHA's sovereign immunity expressly does not include a waiver for punitive damages, exemplary damages or attorney's fees.

10.9 This limited waiver does not allow any actions, claims or awards to be brought or enforced against the Coquille Indian Tribe or the individual members of the Coquille Tribal Council, or the Coquille Indian Housing Authority Board of Commissioners, or any officers, attorneys, employees, agents, or any other person or entity associated or affiliated with the CIHA or the Coquille Indian Tribe.

10.10 This waiver is intended for the benefit of the Contractor and its surety only, and no other party may claim any rights under this Article 10.

AUTHORIZATION AND SIGNATURES

By their signatures below, the individuals executing this Contract hereby represent and warrant that they are authorized to bind their respective entities to all requirements, terms and conditions of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year set out above.

For:	**TDHE**	**For:**	**Contractor**
By:	_____	**By:**	_____
Date:	_____	**Date:**	_____

PERFORMANCE SECURITY BOND

We, _____ (Developer, hereinafter "Principal"), and _____ (hereinafter "Surety"), a corporation organized under the laws of the State of _____ and duly authorized to transact business in the State of Oregon as a surety, as "Surety," are held and firmly bound to the Coquille Indian Housing Authority (hereinafter "Obligee") in the penal sum of $_____, [enter 100% of the Contract price] for the payment of which sum we bind ourselves, and each of our executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Principal has by written agreement entered into the "Contract" with the Obligee on the ___ day of _____, 20___, to complete the following project:
_____
_____
_____
Said Contract is attached as an Exhibit hereto and is incorporated by reference in its entirety.

WHEREAS, as a condition of the Contract, Obligee required that a good and sufficient Performance Security Bond be furnished by said Principal guaranteeing the satisfactory completion of the project set out in the Contract

NOW, THEREFORE, PRINCIPAL AND SURETY EXPRESSLY AGREE THAT:

1. Until written release of this obligation by Obligee, this bond may not be terminated or cancelled by the Surety or the Principal for any reason. Any extension of time for the Principal's performance of the Contract shall not release the Surety or the Principal from their obligations herein.

2. The liability of the Surety shall not be discharged or affected by an amendment of the Contract or plans for the required work as specified above or in the Contract. The Surety hereby waives notice of such amendment.

3. Within sixty (60) days of receiving notice that the Principal has defaulted on some or all of the terms of the Contract, the Surety shall tender to Obligee the amount necessary for the Obligee to remedy the default, up to the total bond amount.

4. In the event that Obligee files any legal action or proceeding necessary to enforce this Performance Bond, Obligee will be entitled to its reasonable attorney fees and costs as determined by the Court, interest at the rate of 12 % per year, and other sums found due.

5. If Principal fully performs and fulfills to the satisfaction of the Obligee all the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract or any extensions thereof that are granted by

Obligee, and of any and all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this Obligation shall become null and void; otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, we hereunto set our hands this ___ day of _____, 20___.

*Principal:*_____ *Name of Firm*	*Surety:*_____ *Name of Firm*
By: _____ *Title:* _____	*By:*_____ *Title:*_____
Address for Notices: _____ _____ _____	*Address for Notices:* _____ _____ _____

Certification for Principal	*Certification for Surety*
County of _____))ss State of _____)	County of _____))ss State of _____)
I, the undersigned, a duly commissioned and sworn notary public, do hereby certify that on the ___ day of _____, 20___, the above-signed _____ personally appeared before me and was personally known to me, and executed the within instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.	I, the undersigned, a duly commissioned and sworn notary public, do hereby certify that on the ___ day of _____, 20___, the above-signed _____ personally appeared before me and was personally known to me, and executed the within instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.
_____ Notary Public for _____ My Commission Expires:	_____ Notary Public for _____ My Commission Expires:

LABOR AND MATERIAL PAYMENT BOND

Bond No. _____

KNOW ALL BY THESE PRESENTS that _____
[Insert full name and address of legal title of Contractor]

as Principal, hereinafter called Contractor, and _____,
[Enter name of Bonding Company]

a duly organized corporation under the laws of the State of Oregon and authorized to conduct surety business in the State of Oregon as Surety, hereinafter called Surety, are held and firmly bound unto the Coquille Indian Housing Authority, as Obligee, hereinafter called CIHA, for the use and benefit of claimants herein below defined in the amount of $_____Dollars, for the payment where of Contractor and Surety bind
[Insert full amount of the Contract price]

themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____20 _____, entered into a contract with CIHA for _____.
[Describe project and, if applicable, insert project number]

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1) A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.

2) The above-named Contractor and Surety hereby jointly and severally agree with the CIHA that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as maybe justly due claimant, and have execution thereon, the CIHA shall not be liable for the payment of any costs or expenses of any such suit.

3) No suit or action shall be commenced hereinunder by any claimant:

   a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the CIHA, or the Surety above named, within ninety (90) days after such claimant did or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor at any place the Contractor maintains an office or conducts its business.

b) After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.

c) Other than in a court of competent jurisdiction for the jurisdiction in which the construction contract was to be performed.

4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereinunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount, of such lien be presented under and against this bond.

IN WITNESS WHEREOF, we hereunto set our hands this ___ day of _____, 20___.

*Principal:*_____
Name of Firm

By: _____
Title: _____

Address for Notices:
_____
_____
_____

*Surety:*_____
Name of Firm

*By:*_____
*Title:*_____

Address for Notices:
_____
_____
_____

Certification for Principal

County of _____)
)ss
State of _____)

I, the undersigned, a duly commissioned and sworn notary public, do hereby certify that on the ___ day of _____, 20___, the above-signed _____ personally appeared before me and was personally known to me, and executed the within instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

_____

Notary Public for _____
My Commission Expires:

Certification for Surety

County of _____)
)ss
State of _____)

I, the undersigned, a duly commissioned and sworn notary public, do hereby certify that on the ___ day of _____, 20___, the above-signed _____ personally appeared before me and was personally known to me, and executed the within instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

_____

Notary Public for _____
My Commission Expires:

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION NATIVE AMERICAN HOUSING PROGRAMS

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS USE, COMPLETION OR MODIFICATION.

This document is published by the Northwest Indian Housing Association (NWIHA), an association of the Tribally Designated Housing Entities (TDHEs) and Tribal Housing Programs and Departments of federally recognized Indian tribes located in the states of Washington, Oregon and Idaho, and Annette Island, Alaska.

Comments and suggestions concerning this document are welcome and may be forwarded to the NWIHA by mail, fax, or e-mail. Comments and suggestions received may be used as the basis for changes or additions in future editions of this document.

Copies of this document and other construction documents in PDF format are available to NWIHA Voting members for no charge.

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CONDUCT OF WORK

1. Definitions

(a) "Architect" means a person or other entity engaged by the TDHE to perform architectural, engineering, design, and other services related to the work as provided for in the Contract. When a TDHE uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. An Architect engaged by the TDHE for this Contract shall serve as a technical representative of the Contracting Officer. The authority of any Architect engaged by the TDHE for this Contract is as set forth elsewhere in this Contract. The TDHE shall not be required to engage an Architect in connection with this Contract. When no Architect has been engaged by the TDHE for this Contract, the Contracting Officer shall have all of the duties, responsibilities and authority of the Architect as set forth elsewhere in this Contract.

(b) **"**Contract**"** means the Contract entered into between the TDHE and the Contractor. It includes the Base Contract for Construction and all the documents referred to in the Base Contract as "Contract Documents," and includes but is not limited to, forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders, these General Conditions of the Contract for Construction (form NWIHA GC), the applicable wage rate determinations, any special or supplementary conditions included elsewhere in the Contract, the Construction Progress Schedule, the Tribal employment and contracting preference law or regulation (if any), the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification. The documents comprising the Contract may be referred to as the "Contract documents." The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations representations or agreements, either written or oral.

(c) "Contracting Officer" means the person delegated the authority by the TDHE to enter into, administer, and/or terminate this Contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the TDHE in all dealings with the Contractor.

(d) "Contractor" means the person or other entity entering into the Contract with the TDHE to perform all of the work required under the Contract.

(e) "DOL" means the United States of America acting through the Department of Labor including the Secretary, or any other person designated to act on its behalf.

(f) "Drawings" means the drawings enumerated in the Contract and as described in the Contract Clause entitled Specifications and Drawings for Construction herein.

(g) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. The determination of HUD may be required for release of funds to the TDHE for payment to the Contractor. Notwithstanding HUD's role, nothing in this Contract shall be construed to create any contractual relationship between the Contractor and HUD.

(h) "NAHASDA" means the Native American Housing Assistance and Self-Determination Act of 1996 as codified at 25 U.S.C. § 4101, et seq., and the applicable regulations promulgated pursuant thereto.

(i) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this Contract.

(j) "Site" means the real property on which the project will be constructed.

(k) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.

(l) "TDHE" means the Tribal Housing Department or Program, or the Tribally Designated Housing Entity, including an Indian Housing Authority organized under tribal law, which is a party to this Contract.

(m) "Tribe" or "Tribal" means the Indian tribe whose TDHE is a party to this Contract.

(n) "Work" means materials, workmanship, and manufacture and fabrication of components to be performed under this Contract.

(o) "Substantial Completion" means a stage near but not equal to the completion of the work, and is determined at the discretion of the TDHE through its own inspection of the work. The Contracting Officer shall determine, at an inspection to determine substantial completion, whether the work is in fact "substantially complete." If the work is deemed to be substantially complete and accepted as such by the TDHE, the Contracting Officer shall develop a punch list for final completion. If the work is not deemed to be substantially complete, the Contracting Officer will inform the Contractor of what work needs to be

completed, provided, however, that the Contracting Officer's failure to inform the Contractor of one or more incomplete items shall not absolve the Contractor of the responsibility to complete such work as required by the Contract. A determination of substantial completion by the TDHE does not and shall not constitute final acceptance of work. Acceptance of substantial completion does not authorize the Contractor to submit or to receive final payment or payment of retainage. Reaching substantial completion is not the same as final completion for determination and calculation of liquidated damages, which will continue to accumulate until final completion of the work.

2. Contractor's Responsibility for Work

(a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, power, and other utilities necessary for the performance of the work.

(b) The Contractor shall perform on the site, and with its own organization the percentage of work proposed in writing by the Contractor to be so performed, subject to the written approval of the Contracting Officer. If the Contractor does not propose a specific percentage of work, or if the Contracting Officer does not approve the percentage of work proposed by the Contractor, the Contractor shall perform on the site, and with its own organization, work equivalent to at least twelve (12) percent of the total amount of work to be performed under the Contract.

(c) At all times during the performance of this Contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and who has authority to act for the Contractor. The Contractor shall designate the name of its superintendent in writing and the approval of such superintendent by the Contracting Officer shall also be in writing.

(d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the TDHE, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except any completed unit of work which may have been accepted under the Contract.

(e) The Contractor shall lay out the work from base lines and benchmarks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the Contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.

(f) The Contractor shall confine all operations (including storage of materials) on TDHE premises to areas authorized or approved by the Contracting Officer.

(g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the TDHE and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.

(h) The Contractor shall provide all necessary barricades and protective devices for the safety and protection of all persons working at or visiting the site, including workers and employees, agents, or representatives .of the Contractor, TDHE, Architect, local code authority, occupants, and the public generally during the performance of the Work and for the duration of this Contract, and shall maintain all egress doors and fire exits from the building(s) free of obstructions.

(i) Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contract Documents the Contractor confirms that the Contract Time is a reasonable period for performing the Work. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

(j) The Contractor's responsibility will terminate when all work reasonably inferable has been completed, the final inspection made, and final acceptance of the work by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the Contract.

3. Architect's Duties, Responsibilities, and Authority

(a) Any Architect engaged by the TDHE for this Contract, and any successor, shall be designated in writing by the Contracting Officer.

(b) Any Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the Contract. Such Architect may provide direction on contract performance. Such direction shall be within the scope of the Contract and may not be of a nature which: (1) institutes additional work outside the scope of the Contract; (2) constitutes a change as defined in the Changes Clause herein; (3)

causes an increase or decrease in the cost of the Contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the Contract.

(c) The duties and responsibilities of any Architect engaged by the TDHE for this Contract may include the following:

(1) Making periodic visits to the work site, and on the basis of such on-site inspections, issuing written reports to the TDHE which shall include all observed deficiencies. Such Architect shall file a copy of the report with the Contractor's designated representative at the site;

(2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;

(3) Reviewing and making recommendations with respect to (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor, and, (iv) the Contractor's price breakdown and progress payment estimates;

(4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the Contract; and,

(5) Such other duties and responsibilities as are designated in writing by the Contracting Officer.

4. Other Contracts

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

CONSTRUCTION REQUIREMENTS

5. Preconstruction Conference and Notice to Proceed

(a) Check the appropriate box:

[ ] There will be no preconstruction conference.

[ ] Within ten (10) calendar days of Contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference to be convened by the TDHE with representatives of the TDHE, any Architect engaged by the TDHE for this Contract, a representative of each subcontractor known to the Contractor at the time of the conference and other interested parties. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the Contract. The TDHE will provide the Contractor with the date, time, and place of the conference. (Unless otherwise indicated there shall be a preconstruction conference.)

(b) Unless otherwise agreed to in writing the Contractor shall begin work within _____ (fifteen (15) unless otherwise indicated) days of receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

(a) The Contractor shall, prior to commencing work, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the Contract until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the Clause entitled Inspection and Acceptance of Construction herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the TDHE. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction planned, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this Clause shall be grounds for a determination by the

Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default Clause of this Contract.

7. Site Investigation and Conditions Affecting the Work

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the TDHE, as well as from the drawings and specifications made a part of this Contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for performing the work without additional expense to the TDHE.

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

8. Differing Site Conditions

(a) The Contractor shall within ten (10) days, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this Contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the Contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for performing any part of the work under this Contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the TDHE within ten days after receipt of such instructions and, in any event, before proceeding with the work unless otherwise authorized in writing by the Contracting Officer. An equitable adjustment in the Contract price, the delivery schedule, or both shall be made under this Clause and the Contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the Contract under this Clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the Contract for differing site conditions shall be allowed if made after final payment under this Contract.

9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications, addenda and change orders and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications or in case of discrepancy in the figures in the drawings, or in the specifications, the Contractor shall promptly submit the matter in writing to the Contracting Officer for resolution. The Contracting Officer shall promptly make a determination in writing. Any work completed or action undertaken by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary.

(b) Whenever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by" or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood

that the reference is made to the drawings accompanying this Contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provided complete in place," that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the TDHE by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the Contract. The TDHE may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this Contract.

(e) If this Contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the TDHE's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this Contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the Contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer, upon consultation with any Architect engaged by the TDHE for this Contract, approves any such variation, the Contracting Officer shall issue an appropriate modification to the Contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the TDHE for such large scale and full size drawings, color schemes, and other additional information, not already in the possession of the Contractor, which shall be required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

(h) The Contractor shall submit to the Contracting Officer for approval three copies (unless otherwise indicated) of all shop drawings as called for under the various headings of the specifications. Two sets (unless otherwise indicated) of all shop drawings, will be retained by the TDHE and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this Contract, shall furnish a complete set of all shop drawings as finally approved. The drawings shall show all changes and revisions made up to the time the work is completed and accepted.

(i) This Clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

(j) The Contractor shall promptly give written notice to the Contracting Officer of any errors or omissions in the design of the work.

10. As-Built Drawings

(a) "As-built drawings," as used in this Clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the Contract. "As-built drawings" shall be synonymous with "Record drawings."

(b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of Contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.

(c) This Clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

(a) All equipment, material, and articles furnished under this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this Contract. References in the Contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this Contract.

(b) Approval of equipment and materials.

(1) The Contractor shall obtain the Contracting Officer's written approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish the Contracting Officer with the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this Contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's written approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.

(3) Certificates shall be submitted in duplicate, describing each sample submitted for approval and certifying that the material, equipment, or accessory complies with Contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.

(4) Approval of a sample shall not constitute a waiver of the TDHE's right to demand full compliance with Contract requirements. Materials, equipment, and accessories may be rejected for cause even though samples have been approved.

(5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other Contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of re-testing materials which fail to meet Contract requirements and/or testing materials offered in substitution for those found deficient.

(6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.

(c) Prohibition against use of lead-based paint. The Contractor shall comply with the prohibition against the use of lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

(a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules, and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the Contract, all work installed shall comply with all applicable codes and regulations as amended by any waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover in writing to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the Contract by change order pursuant to the Clause entitled Changes herein to conform to the code or regulation.

(b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work.

(c) The Contractor shall be responsible for inquiring into and learning about all applicable tribal laws, ordinances, codes, rules, and regulations, and Contractor shall obey and comply with the same. Such laws, ordinances, codes, rules, and regulations shall include without limitation all Tribal Employment Rights Office or Ordinance (TERO) ordinances, Tribal Occupational Safety & Health Administration (TOSHA) ordinances, tribal building codes and tribal environmental regulations. The Contractor shall give all notices and permit and facilitate such inspections as may be required under applicable tribal law. The Contractor shall secure and pay for all permits, fees and licenses required by the tribal government having jurisdiction over the project and shall pay any tribal taxes required to be paid on account of the project or on account of doing business within the jurisdiction of the tribal government. The Contractor shall include the terms of this paragraph in every subcontract so that such terms will be binding on each subcontractor.

(d) The Contractor shall promptly give written notice to the Contracting Officer of any conflict or discrepancy

between this Contract and any applicable laws, ordinances, codes, rules, and regulations.

13. Health, Safety, and Accident Prevention

(a) In performing this Contract, the Contractor shall:

(1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to the health and/or safety of such laborer or mechanic as determined under construction safety and health standards promulgated by any tribal entity or agency having jurisdiction over such matters or any other entity or agency having authority over such matters;

(2) Protect the lives, health, and safety of other persons;

(3) Prevent damage to property, materials, supplies, and equipment; and,

(4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

(1) Comply with such regulations and standards as may be issued by any tribal entity or agency having jurisdiction over such matters and as issued by the Secretary of Labor at 29 CFR Part 1926 or any successor regulations, or any other applicable federal regulations. Failure to comply may result in imposition of sanctions under applicable tribal law and imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. § 3701–3708; and,

(2) Include the terms of this Clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by applicable tribal law and in the manner prescribed by 29 CFR Part 1904.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop work order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this Clause. The Contractor shall take such action with respect to any subcontract as the TDHE, or the tribal entity or agency having jurisdiction over such matters or any other entity or agency having authority over such matters shall direct as a means of enforcing such provisions.

(f) The Contractor shall immediately notify the TDHE in writing if any hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), is encountered on the site or believed to be encountered on the site. The Contractor shall immediately stop work in the affected area until the nature of the material or substance has been ascertained and until such remedial or corrective measures, if any are required, have been taken.

14. Temporary Heating

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

15. Temporary Utility Services

The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain and have installed and maintained all utility connections and lines necessary for performance of the work. Any permanent utility connections, lines or meters or associated paraphernalia shall be turned over to the TDHE in the condition and at the time required by the specifications. Before final acceptance of the work by the TDHE, the Contractor shall remove all the temporary utility connections, lines, meters, and associated paraphernalia except as directed by the Contracting Officer.

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

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this Contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any

limbs or branches of trees are broken during performance of this Contract, or by the operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this Contract shall be protected, cleared, and replaced in the same condition as at the time of award of this Contract.

(f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.

(g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the specifications or other Contract documents.

(h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the specifications or other Contract documents.

(i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.

(j) The Contractor shall be responsible for any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for injury or damage to adjoining and adjacent structures and their premises and shall indemnify and save harmless the TDHE therefrom.

(k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(l) If the Contractor finds that any previously established reference points, benchmarks, or monuments have been destroyed or displaced, or that none have been established, the Contractor shall promptly notify the Contracting Officer. The Contractor shall protect and preserve the established bench marks and monuments, and shall make no changes in locations without the written approval of the Contracting Officer. Any monuments or bench marks lost, destroyed, or disturbed shall, subject to prior approval by the Contracting Officer, be replaced and accurately located or relocated at the Contractor's expense, by a duly-licensed engineer or land surveyor.

(m) The Contractor shall maintain orderly work areas and dispose of construction residue, debris, and trash on a DAILY basis, or more frequently if necessary, to ensure safe working conditions and a safe work site for workers and employees, and to minimize hazards for agents or representatives of the TDHE, Architect, occupants, or other members of the public generally.

17. Temporary Buildings and Transportation of Materials

(a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the TDHE. The temporary buildings shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings may be abandoned and need not be removed.

(b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in performing the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any applicable tribal, federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water (Applicable to Contracts in Excess of $150,000)

(a) Definition. "Facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the Contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency (EPA), or the tribe or tribal designee that has assumed all of the responsibilities for environmental review, decision making, and action pursuant to such Act determines that independent facilities are collocated in one geographical area.

(b) Contractor shall comply with the Clean Air Act, as amended ("Air Act"), 42 U.S.C. § 7401, et seq., the Clean Water Act, 33 U.S.C. 1368, and the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., as amended (collectively, the "Water Act"), and Executive Order 11738, and all applicable regulations issued by the EPA pursuant thereto, including but not limited to --

(1) Not utilizing any facility in the performance of this Contract or any subcontract which is listed or designated by the EPA as a "Violating Facility" (or similar or successive listing or designation) for the duration of time that the facility remains of the list;

(2) Promptly notifying the Contracting Officer if a facility the Contractor intends to use in the performance of this Contract is listed or designated by the EPA as a "Violating Facility" (or similar or successive listing or designation) or the Contractor knows that it has been recommended to so listed or designated;

(3) Comply with all requirements of the Air Act and the Water Act, including the requirements of Section 114 of the Air Act and Section 308 of the Water Act, and all applicable clean air and clean water standards; and,

(4) Include or cause to be included the provisions of this Clause in every subcontract, and take such action as the Contracting Officer may direct as a means of enforcing such provisions.

19. Energy Efficiency

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in any energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) that is applicable to the tribe having jurisdiction over the project.

20. Inspection and Acceptance of Construction

(a) Definitions. As used in this Clause -

(1) "Acceptance" means the act by which the TDHE approves and assumes ownership of the work performed under this Contract. Acceptance may be partial or complete.

(2) "Inspection" means examining and testing the work performed under the Contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to Contract requirements.

(3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the Contract conforms to Contract requirements, including applicable tribal laws, ordinances, codes, rules, and regulations. All work is subject to TDHE inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.

(c) TDHE inspections and tests are for the sole benefit of the TDHE and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the TDHE after acceptance of the completed work under paragraph (k) below.

(d) The presence or absence of a TDHE inspector does not relieve the Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The TDHE may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The TDHE shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the Contract.

(f) The TDHE may conduct routine inspections of the construction site on a daily basis.

(g) The Contractor shall, without charge, replace or correct work found by the TDHE not to conform to Contract requirements, unless the TDHE decides that it is in its interest to accept the work with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(h) If the Contractor does not promptly replace or correct rejected work, the TDHE may (1) by Contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.

(i) If any work requiring inspection is covered up without approval of the TDHE, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. Following inspection and correction of the defective work, if any, the uncovered work must be covered up at the expense of the Contractor.

(j) If at any time before final acceptance of the entire work, the TDHE considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, or the TDHE had reasonable cause to believe that such work would be found to be defective or nonconforming due to the fault of the Contractor or its subcontractors, whether or not found to be defective or nonconforming, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract and there was no reasonable cause to believe such work would be found to be defective or nonconforming, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(k) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. A copy of such notice shall also be submitted within this time to any Architect engaged by the TDHE for this Contract. If the Contracting Officer, upon consultation with any such Architect, determines that the state of preparedness is as represented, the TDHE will promptly arrange for the inspection. Unless otherwise specified in the Contract, the TDHE shall accept, as soon as practicable after completion and inspection, all work required by the Contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes, or the right under any warranty or guarantee.

(l) Nothing in this Clause shall impose any duty on the TDHE to conduct any inspection and inspections conducted by the TDHE shall be for its sole benefit and use.

21. Use and Possession Prior to Completion

(a) The TDHE shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the TDHE intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the Contract. The TDHE's possession or use shall not be deemed an acceptance of any work under the Contract.

(b) While the TDHE has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the TDHE's possession or use; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefor. If prior possession or use by the TDHE delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the Contract price or the time of completion, and the Contract shall be modified in writing accordingly.

22. Warranty of Title

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

23. Warranty of Construction

(a) In addition to any other warranties in this Contract, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one unless otherwise indicated) year(s) from the date of final acceptance of the work. If the TDHE takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one unless otherwise indicated) year(s) from the date that the TDHE takes possession.

(b) The Contractor shall remedy at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to real or personal property of the TDHE or of any other person or entity when the damage is the result of --

(1) The Contractor's failure to conform to Contract requirements; or

(2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

(c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Clause. The Contractor's warranty with respect to work repaired or replaced will run for _____ (one (1) unless otherwise indicated) year(s) from the date of repair or replacement.

(d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

(e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the TDHE shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall:

(1) Obtain all warranties that would given in normal commercial practice;

(2) Require all warranties to be executed in writing and assigned to the TDHE, for the benefit of the TDHE and its successors and assigns; and

(3) Enforce all warranties for the benefit of the TDHE and its successors and assigns.

(g) Before final acceptance of the work by the TDHE, the Contractor shall provide to the TDHE all special warranties required to be provided in the specifications or other Contract documents. Any such warranties to be provided by subcontractors, manufacturers, or suppliers shall comply with the provisions of subparagraphs (f)(2) and (f)(3).

(h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the TDHE nor for the repair of any damage that results from any defect in TDHE furnished material or design.

(i) Notwithstanding any provisions herein to the contrary, the time limitations established under this Clause relates only to the scope of the obligation of the Contractor to correct the work, and has no relationship to the time within which any obligation of the Contractor under this Contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to any obligation under this Contract.

(j) The warranties set forth in this Clause and elsewhere in the Contract documents shall not limit the TDHE's rights with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien or purporting to place a lien on the TDHE's property. This prohibition shall apply to all subcontractors at any tier and all material suppliers. In the event that a lien is filed against Tribe's property, Contractor and all subcontractors shall, at Tribe's request, at any time that Contractor is disputing the validity or amount of such lien, provide a bond or other security reasonably acceptable to Tribe in the amount of such lien. Without regard to any other duty or requirement under this Agreement, Contractor shall assure that all liens of whatever nature shall be resolved prior to payment of the final payment under this Agreement.

ADMINISTRATIVE REQUIREMENTS

25. Contract Period

The Contractor shall complete all work required under this Contract within _____ calendar days of the effective date of the Contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer. If no time is specified in this Clause within which the contractor shall complete all work required under this Contract, and if no time is established in the notice to proceed, the Contractor shall complete all work required under the Contract within the time specified in any other contract document, and if no time is specified in any other contract document, then within the time established in the Construction Progress Schedule submitted by the Contractor and approved by the Contracting Officer.

26. Conflict in Documents

(a) In the event of a conflict or discrepancy within, between or among any of the contract documents, the Contractor shall promptly submit the matter in writing to the Contracting Officer for resolution. The Contracting Officer shall promptly make a determination in writing. Any work completed or action undertaken by the Contractor without such a determination shall be at its own risk and expense.

(b) In the event of a conflict between the Contract and applicable tribal law or regulations, the tribal law or regulation shall prevail; provided that such tribal law or

regulations does not conflict with, or is not less restrictive than applicable federal law, regulation, or applicable Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

(a) The TDHE shall pay the Contractor the price as provided in this Contract.

(b) The TDHE shall make progress payments approximately every thirty (30) days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the Contract, as approved by the Contracting Officer. The TDHE may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.

(c) Before the first progress payment under this Contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total Contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer. If the Contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the Contract price. The Contractor shall prorate its overhead and profit over the construction period of the Contract.

(d) The Contractor shall submit to the Contracting Officer, on forms provided by the TDHE, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the Contract price. Such estimates shall be submitted not later than _____ (thirty (30) unless otherwise indicated) days in advance of the date set for payment and are subject to correction and revision as required. A copy of such estimates shall also be submitted within this time to any Architect engaged by the TDHE for this Contract. The estimates must be approved by the Contracting Officer, upon consultation with any such Architect, prior to payment. If the Contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

(e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made:

I hereby certify, to the best of my knowledge and belief, that:

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the Contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the Contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Signature

Name

Title

Date

(f) Except as otherwise provided under tribal law, the TDHE shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the Contract.

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

(h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the TDHE, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the TDHE to require the fulfillment of all of the terms of the Contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the TDHE in the course of their employment, the

Contractor shall restore such damaged work without cost to the TDHE and may seek redress for its damage only from those who directly caused it.

(i) The TDHE shall make the final payment due the Contractor under this Contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the TDHE arising by virtue of this Contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this Contract has been assigned.

(j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.

(k) The TDHE shall not be responsible for (1) determining or adjusting any claims for payment or disputes arising thereunder between the Contractor and its subcontractors or material suppliers; or, (2) withholding any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the TDHE to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this Contract.

28. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this Contract. Any Contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the Contract unilaterally (1) pursuant to a specific authorization stated in a Contract Clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the TDHE address). All other Contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

29. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the Contract including changes:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) TDHE-furnished facilities, equipment, materials, services, or site; or,

(4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this Clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this Clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this Clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this Clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this Contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the Contract in writing. However, except for an adjustment based on defective specifications, no proposal for a change under paragraph (b) above shall be allowed for any costs incurred more than twenty (20) days (five (5) days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications provided by the TDHE, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this Clause within thirty (30) days after (1) receipt of a written change order under paragraph (a) of this Clause, or (2) the furnishing of a written notice under paragraph (b) of this Clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period of submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases with at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate costs); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit

costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs or preparation and/or revision to shop drawings resulting from change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and Bond Costs - when size of change warrants revision.

(2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

(4) The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this Contract. Reference to such publication is for the sole purpose of identifying the principles and procedures to be followed in determining the allowability of direct and indirect costs and not for any other purpose. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the Contract, the application of indirect costs and profit shall be on the net change in direct costs for the Contractor or subcontractor performing the work.

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the Contract in its entirety.

(h) The Contracting Officer shall act on proposals within thirty (30) days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the Clause entitled Disputes herein. Nothing in this Clause, however, shall excuse the Contractor from proceeding with the Contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Contracting Officer determines appropriate for the convenience of the TDHE.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this Contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this Contract an adjustment shall be made for any increase in the cost of performance of the Contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly. However, no adjustment shall be made under this Clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this Contract.

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

31. Disputes

(a) "Claim" as used in this Clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Contract terms, or other relief arising under or relating to the Contract. A claim arising under the Contract, unlike a claim relating to the Contract, is a claim that can be resolved under a Contract Clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this Clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(b) Except for disputes arising under the clauses entitled Labor Standards and Labor Standards–Nonroutine Maintenance herein, all disputes arising under or relating to this Contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved exclusively under this Clause.

(c) The details and supporting documents of all claims by the Contractor for additional compensation, or for an

extension of time of performance, or for any dispute regarding a question of fact, or for interpretation of the Contract, shall be made in writing and submitted to the Contracting Officer for a written decision within ten (10) calendar days from the date of the occurrence of the dispute. The Contractor agrees that unless these written notices are provided, the Contractor will have no entitlement to additional time or compensation for such act, event or condition and such failure to provide such notice shall constitute a waiver of the claims.

(d) Presenting Claim. In presenting the claim and supporting documentation, the Contractor shall specifically include, to the extent then possible, the following:

(1) Certification signed by the Contractor that the claim is made in good faith, that the supporting data is accurate and complete to the best of the Contractor's knowledge and belief, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes TDHE is liable.

(2) A narrative which describes the facts and outlines the analysis of responsibility and causal connection of the claim including: (i) A brief summary of the claim and the facts pertinent to the claim; (ii) The specific Contract provisions on which the claim is based; (iii) A description of the relative responsibilities of each party giving rise to the claims; (iv) A description of the cause and effect relationship between the relevant acts and omissions of the specific responsible parties and the damages or additional costs claimed; (v) Documentation which supports the narrative including schedules, graphs, charts, photographs, and any other pertinent documents or information; (vi) Quantitative analysis and presentation of requested additional compensation and/or the additional time including: (A) A summary of additional compensation and/or additional time requested; (B) Supporting calculations, subcalculations, cost data and documents including proof of expenditures to support the claimed additional compensation and/or additional time.

(e) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by TDHE against the Contractor shall be subject to a written decision by the Contracting Officer.

(f) The Contracting Officer shall, within _____ (sixty (60) unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

(g) The Contracting Officer's decision shall be final unless the Contractor appeals in writing to a higher level in the TDHE in accordance with the TDHE's applicable policy and procedures for such appeals, if any. In the event that the TDHE does not have a policy and procedures for such an appeal, an appeal may be made to the governing body of the TDHE. Such appeal must be made within _____(ten (10) unless otherwise indicated) days after receipt of the Contracting Officer's decision.

(h) The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Contract, and comply with any decision of the Contracting Officer.

(i) Nothing in this Contract, or any action taken by the TDHE or any of its agents or employees in connection with this Contract shall be deemed to be a waiver of the sovereign immunity of the TDHE or the Tribe.

(j) Contractor hereby acknowledges and irrevocably consents to the exclusive personal and subject matter jurisdiction of the Tribal Court or other Tribal dispute resolution entity or mechanism of the Tribe over any dispute, suit or other legal action that may be filed relating to the Contract, provided that this provision shall not be deemed to be a waiver of the sovereign immunity of the Tribe or TDHE, which immunity is hereby expressly asserted, and provided further that any order, judgment or award of such Court or dispute resolution entity or mechanism in favor of the TDHE and against the Contractor may be registered or enforced in any court of competent jurisdiction.

(k) Because this Contract is funded, in whole or in part, with public funds, time is of the essence for the TDHE to learn about and address claims and disputes. Contractor must comply with all notification requirements in the General Conditions, and bring any and all claims within the time frames set out in this Clause or such claims shall be permanently waived and deemed resolved. Further, notwithstanding any other provision of this Contract, Contractor may not bring any kind of cumulative or aggregate claim at any time.

32. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete said work within such time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In this event, the TDHE may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the TDHE resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is

terminated. This liability includes any increased costs incurred by the TDHE in completing the work.

(b) In addition to the grounds for termination set forth in 32(a), the Contracting Officer may terminate the Contract if the Contractor:

(1) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

(2) fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

(3) persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

(4) substantially breaches a provision of the Contract Documents.

(c) When any of the events listed in this Clause occur, if the TDHE determines that sufficient cause exists to justify such action, it may, without prejudice to any other of its rights or remedies, terminate the Contractor and may, subject to any prior rights of the surety:

(1) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

(2) accept assignment of subcontracts; and

(3) finish the Work by whatever reasonable method the TDHE may deem expedient.

(d) Upon request of the Contractor, the TDHE shall furnish to the Contractor a detailed accounting of the costs incurred by the TDHE in finishing the Work.

(e) When the TDHE terminates the Contract for one of the reasons stated in this Clause, the Contractor shall not be entitled to receive further payment until the Work is finished.

(f) Upon the Contractor's receipt of notice from the TDHE that it has been terminated by reason of default, the Contractor shall:

(1) cease operations as directed by the TDHE;

(2) take actions necessary, or that the TDHE may direct, for the protection and preservation of the Work; and

(3) except for Work directed to be performed prior to the effective date of termination stated in the notice, enter into no further subcontracts and purchase orders.

(g) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this Clause if --

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence or the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the TDHE or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the TDHE, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within _____ (ten (10) unless otherwise indicated) days from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the Contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes Clause of this Contract.

(h) In the event that Contractor enters into proceedings related to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by this Contract, written notification of the bankruptcy to the Contracting Officer responsible for administering this Contract. This notification shall be furnished within five (5) days of the initiation of the bankruptcy proceedings. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of government contract numbers and contracting offices for all government contracts (including but not limited to contracts with Indian tribes and tribal designated housing entities) against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

33. Liquidated Damages

(a) It is recognized and agreed by the TDHE and the Contractor that it is extremely difficult to measure the harm to the TDHE resulting from delayed completion of the Project. Potential damages include costs for: the temporary relocation of and alternate housing for

residents of the Project, similar difficulties in calculating damages. Accordingly, the TDHE and the Contractor agree that the Contractor shall have assessed against it and shall pay to the TDHE liquidated damages as follows. If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the Clause entitled Default of this Contract, the Contractor shall pay to the TDHE as liquidated damages, the sum of $ _____ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another Clause in this Contract, liquidated damages shall not be due the TDHE. The Contractor remains liable for damages caused other than by delay. If no amount is inserted in this paragraph, the Contractor shall pay to the TDHE the actual amount of all damages sustained by the TDHE as a result of such delay.

(b) If the TDHE terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages, or the actual amount of damages sustained by the TDHE as a result of the delay if no amount is inserted in paragraph (a) as liquidated damages, until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the TDHE in completing the work.

(c) If the TDHE does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages, or the actual amount of damages sustained by the TDHE as a result of the delay if no amount is inserted in paragraph (a) as liquidated damages, until the work is completed or accepted.

34. Termination for Convenience

(a) The Contracting Officer may terminate this Contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the TDHE. Any such termination will be effective upon delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the Contract is terminated, unless a later date for termination is specified in the Notice.

(b) If the performance of the work is terminated, either in whole or in part, the TDHE shall pay the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the TDHE of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of Contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the TDHE to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the TDHE or assignee takes possession thereof or assumes responsibility therefor; (4) the actual or estimated cost of administrative services reasonably necessary to prepare and present the termination claim to the TDHE; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within _____ (sixty (60) unless otherwise indicated) days of receipt of the Contractor's claim.

(d) Any disputes with regard to this Clause are expressly made subject to the provisions of the Disputes Clause of this Contract.

35. Limitation on Damages

(a) The Contractor shall not be entitled to duplicate payment under any provisions of the Contract nor shall the Contractor be entitled to payment for consequential, incidental, indirect or special damages, including but not limited to lost profits or income of the Contractor or any of its subcontractors upon termination of this Contract prior to its completion, even if such party has been apprised of the likelihood of such damages occurring.

(b) Except as expressly set forth herein, in any action or proceeding arising out of, relating to or concerning this Contract, including, without limitation, any claim of breach of contract, the TDHE shall not, under any circumstances, be liable to Contractor for consequential, incidental, indirect or special damages, including but not limited to lost profits or income, even if such party has been apprised of the likelihood of such damages occurring.

36. Assignment of Contract

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

37. Insurance and Indemnification

(a) Before commencing work, the Contractor and each subcontractor shall furnish the TDHE with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with applicable tribal Worker's Compensation laws or in the absence of such laws, applicable state

Workers' Compensation laws, or in the absence of the availability of such coverage, comparable private insurance.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $_____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. If no amount is inserted in this paragraph, the Commercial General Liability insurance required under this paragraph shall have a combined single limit for bodily injury and property damage of not less than $3,000,000. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than $_____ [Contracting Officer insert amount] per occurrence. If no amount is inserted in this paragraph, the Commercial General Liability insurance required under this paragraph shall have a combined single limit for bodily injury and property damage of not less than $1,000,000.

(b) Before commencing work, the Contractor shall furnish the TDHE with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the TDHE as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the TDHE shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the TDHE. Policies shall furnish coverage at all times for the future cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the TDHE. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the TDHE

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located and if required by applicable tribal law, by the tribe having jurisdiction over the project. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled to non-renewed by the insurance company until at least thirty (30) days prior written notice has been given to the Contracting Officer.

(d) All insurance coverage obtained pursuant to this section shall contain a clause that expressly disclaims the insurer's ability to assert the sovereign immunity of the TDHE or the Tribe as a defense to any claim brought pursuant to such policy.

(e) Notwithstanding and in addition to any other provision of this Clause 37, Contractor (Indemnitor) shall protect, indemnify, and save the TDHE, its agents, employees, officers, directors, attorneys and any of them, (Indemnitees), harmless from and against any claims, damages, costs, losses, or liabilities of any kind or nature, including attorney's fees, arising out of or resulting from performance of the Work or the Contract, attributable to the bodily injury, sickness, disease or death to persons, or damage or destruction to tangible property (other than the Work itself), and caused by the wrongful or negligent acts or omissions of the Contractor, a Subcontractor of any tier, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claims, damages, costs, losses, or liabilities are caused in part by a party indemnified hereunder.

(f) If the injuries, sickness, diseases, death or damages as provided in the preceding paragraph of this Clause are caused by or result from the concurrent wrongful act or negligence of:

(1) the indemnitee or the indemnitee's agents or employees, and

(2) the indemnitor or the indemnitor's agents or employees, the indemnity provisions provided in the preceding paragraph of this Clause shall be valid and enforceable only to the extent of the indemnitor's wrongful act or negligence.

(g) In claims against any person or entity indemnified under this Clause by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Clause d.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

38. Subcontracts

(a) Definitions. As used in this Contract -

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

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

(b) The Contractor shall not enter into, and shall not permit any Subcontractors to enter into, any Subcontract with any Subcontractor who has been temporarily or permanently denied participation in contracting programs by any agency of the United States Government or of the tribe having jurisdiction over the project.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.

(e) All subcontractors supplying material or labor related to the performance of this Contract shall enter into an approved contract with the Contractor, and such Contract shall contain all conditions set forth in the General Conditions Contract, including the supplemental conditions, and shall identify all retainage conditions. Such subcontracts shall also identify warranty callback conditions and method of assessment of liquidated damages against the subcontractor. Copies of all subcontracts must be submitted to the TDHE prior to the subcontractor appearing at the construction site.

(f) Upon the request of a prospective subcontractor or supplier offering to furnish labor related to the performance of this Contract for which a performance and/or payment bond has been furnished to TDHE pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(g) Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the TDHE.

39. Tribal and Indian Preference

(a) Tribal Employment Rights Office or Ordinance (TERO). Contractor acknowledges and understands that, as part of this contract, he/she must comply with the TERO Laws, Regulations or Ordinances, if any, currently in effect for the Tribe. Contractor further understands that the TERO Laws are a supplement or an addition to the Indian Preference Provisions contained herein. Consequently, Contractor shall contact the Tribe's TERO Office to determine how he/she must comply with the duties and requirements contained in the TERO and in the Tribal and Indian Preference Requirements set out in this Clause.

(b) If the Tribe has established its own Tribal employment and contracting preference law or regulation pursuant to section 101(k) of NAHASDA, such law or regulation, and all related Tribal and TDHE policies, shall apply in lieu of the remainder of this Clause. If the Tribe has not established such Tribal employment and contracting preference law or regulation, then subparagraph (c) of this Clause shall apply. Contractor is required to make inquiries to determine whether the Tribe has established such Tribal employment and contracting preference law or regulation and to comply with such law or regulation.

(c) If the Tribe has not established its own Tribal employment and contracting preference law or regulation pursuant to section 101(k) of NAHASDA , then the work to be performed under this Contract is on a project subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5307(b)) --

(1) Section 7(b) requires that to the greatest extent feasible (i) preferences and opportunities for training and employment shall be given to Indians; and (ii) preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises.

(2) The parties to this Contract shall comply with the provisions of Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)).

(3) In connection with this Contract, the Contractor shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned economic enterprises, and preferences and opportunities for training and employment to Indians.

(d) Upon a finding by the TDHE that the Contractor is not in compliance with any applicable provision of this Clause or with section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)), the Contractor shall, at the direction of the TDHE, take appropriate remedial action.

(e) The Contractor shall include this Clause in every Subcontract in connection with the Project, and shall at the direction of the TDHE, take appropriate action pursuant to the Subcontract upon a finding by the TDHE that the Subcontractor has violated any applicable provision of this Clause or section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)).

(f) Upon a finding by the TDHE that a subcontractor is not in compliance with any applicable provision of this Clause or with section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)), the Contractor shall direct the Subcontractor to take appropriate remedial action.

40. Subcontracting with Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area Firms

(a) During the performance of this Contract, the Contractor agrees as follows to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Tribal and Indian Preference Clause of this Contract:

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

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(4) Establishing delivery schedules, where the requirements of the Contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

(5) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

(b) The provisions of this Clause shall apply only to the extent required by valid federal statute, regulation or executive order or as required by the law of the tribe having jurisdiction over the project.

41. Equal Employment Opportunity

(a) During the performance of this Contract, the Contractor agrees as follows to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Tribal and Indian Preference Clause of this Contract:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination Clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and

of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

(b) The provisions of this Clause shall apply only to the extent required by valid federal statute, regulation or executive order or as required by the law of the tribe having jurisdiction over the project.

42. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968

(a) As applicable, during the performance of this Contract, the Contractor agrees as follows to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act, the Tribal and Indian Preference Clause of this Contract, and the Tribal Preference law, ordinance or regulation of the Tribe:

(1) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The parties to this Contract will comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no Contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(3) The Contractor agrees to send to each labor organization to representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, and the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(4) The Contractor agrees to include this section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(5) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations

of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

(6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

(b) The provisions of this Clause shall apply only to the extent required by valid federal statute, regulation or executive order or as required by the law of the tribe having jurisdiction over the project.

(c) The provisions of this Clause shall be deemed to be satisfied if the Tribe has adopted its own Tribal employment and contracting preference law or regulation and the Contractor has complied with such law or regulation.

43. Interest of Members of Congress

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

44. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

(a) Conflicts of Interest (2 CFR 200.318(c)(1)).

(1) The TDHE shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the TDHE may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the TDHE may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the TDHE.

(b) Conflicts of Interest (24 CFR 1000.30).

Based on federal regulations (24 CFR 1000.30) and where 24 CFR 1000.30 applies, in all cases not governed by 2 CFR 200.318(c), the following conflict of interest provisions shall apply:

(1) Conflicts prohibited. No person who participates in the decision-making process or who gains inside information with regard to NAHASDA assisted activities may obtain a personal or financial interest or benefit from such activities, except for the use of NAHASDA funds to pay salaries or other related administrative costs. Such persons include anyone with an interest in any contract, subcontract or agreement or proceeds thereunder, either for themselves or others with whom they have business or immediate family ties. Immediate family ties are determined by the TDHE in its operating policies.

45. Limitations on Payments made to Influence Certain Federal Financial Transactions

(a) The Contractor agrees to comply with Restrictions on Lobbying (Public Law 101-121, Section 319) and 31 U.S.C. § 1352 as supplemented by applicable HUD regulations which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(c) If applicable, the Contractor must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for the Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the

Tribe. Necessary certification and disclosure forms shall be provided by the Tribe.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5304) are exempt from the requirements of this Clause.

46. Ownership of Documents

All contract documents are the property of the TDHE and are not to be used by the Contractor or any subcontractor except in connection with the work to be performed under this Contract.

47. Copyrights and Rights in Data

Contractor recognizes and acknowledges that HUD has reserved a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(1) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and

(2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

48. Royalties and Patents

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

49. Examination and Retention of Contractor's Records

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

(b) The Contractor agrees to include in all subcontracts under this Contract at any tier a clause substantially the same as paragraph (a) above.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes Clause of this Contract, (2) litigation or settlement of claims arising from the performance of this Contract, or (3) costs and expenses of this Contract to which the TDHE, HUD or the Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions, or until the end of the three (3)-year period in paragraph (a), whichever is later.

50. Labor Standards—Davis-Bacon and Related Acts; Tribal Prevailing Wage Standards

If the total amount of this Contract exceeds $2,000, the Federal labor standards set forth in the Clause below shall apply to the construction work to be performed under the Contract, unless (1) the construction work has been determined to be "Nonroutine Maintenance" subject to the terms of that Clause of this Contract, or (2) the Tribe has established Tribally determined prevailing wage rates and standards that are applicable to the work under this Contract pursuant NAHASDA Section 104(b)(3). If the Tribe has established Tribally determined prevailing wage rates and standards that are applicable to the work under this Contract, those rates and standards, and all other related Tribal law and regulations, shall supersede and replace all references to prevailing wage rates established by HUD and/or the Secretary of Labor, provided that all other provisions of this Clause 50 remain in full force and effect to the extent consistent with the Tribally determined prevailing wage rates and standards.

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period,

are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) Classifications.

(i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this Clause shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in classification.

(3) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the Contract, HUD or its designee may,

after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) Payroll Submissions

(i) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this Clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this Clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this Clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take

such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) Apprentices and Trainees.

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

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29

CFR Part 3, which are hereby incorporated by reference in this Contract.

(f) Contract termination; debarment. A breach of this Contract Clause may be grounds for termination of the Contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Clause shall not be subject to the General Disputes Clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this Clause include disputes between the Contractor (or any of its subcontractors) and the TDHE, HUD, the U.S. Department of Labor, or the employees or their representatives.

(i) Certification of eligibility.

(1) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this Clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this Clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this Clause.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this Clause.

(k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

51. Labor Standards–Nonroutine Maintenance

If it has been determined that the construction covered by this Contract consists of nonroutine maintenance the labor standards set forth below and the provisions of the Clause entitled Labor Standards–Davis-Bacon and Related Acts herein does not apply to this Contract. Provided, however, if the Tribe has established Tribally determined prevailing wage rates and standards that are applicable to the work under this Contract, those rates and standards, and all other related Tribal law and regulations, shall supersede and replace all references to prevailing wage rates established by HUD and/or the Secretary of Labor, provided that all other provisions of this Clause 51 remain in full force and effect to

the extent consistent with the Tribally determined prevailing wage rates and standards.

(a) Minimum Wages.

(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) Classifications.

(i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:

(A) The work to be performed by the classification required is not performed by a classification in the wage determination;

(B) The classification is utilized in the area by the industry; and

(C) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

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

(c) Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Payroll submissions.

(i) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (d)(l) above. This information may be submitted in any form desired. Optional Form WH-347(Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for submission of copies of payrolls by all subcontractors. (Approved by the OMB under OMB control number 1215-0149).

(ii) Each payroll submitted shall be accompanied a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of persons employed under the Contract and shall certify the following:

(A) that the payroll for the payroll period contains information required to be

maintained under subparagraph (c)(1) of this Clause and that such information is correct and complete;

(B) that each laborer or mechanic employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) that each laborer or mechanic has been paid not less than the applicable wage rates for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this Clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or the TDHE and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment or denial of participation in HUD's programs pursuant to 24 CFR Part 24.

(d) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3.

(e) Contract termination; debarment. A breach of this Contract Clause may be grounds for termination of the Contract and for debarment as a Contractor and a subcontractor as provided in 24 CFR Part 24.

(f) Disputes concerning labor standards.

(1) Disputes arising out of the labor standards provisions of paragraphs (a), (b), (c), and (e) of this Clause shall be subject to the general disputes Clause of this Contract.

(2) Disputes arising out of the labor standards provisions of paragraphs (d), and (g) of this Clause shall not be subject to the General Disputes Clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this paragraph (f)(2) include disputes between the Contractor (or any of its subcontractors) and the TDHE, HUD, the U.S. Department of Labor, or the employees or their representatives.

(g) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor. contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (g)(1) of this Clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in subparagraph (g)(1) of this Clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (g)(1) of this Clause.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or

subcontractor under any such contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (g)(2) Clause.

(h) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Clause and also a Clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in this Clause.

The provisions of this Clause shall apply only to the extent required by valid federal statute, regulation or executive order or as required by the law of the tribe having jurisdiction over the project.

52. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the Contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the Contract whenever such non-Federal prevailing wage rate exceeds:

(1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. § 3141 et seq.) to be prevailing in the locality with respect to such trade;

(2) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(3) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

(b) The provisions of this Clause shall apply only to the extent required by valid federal statute, regulation or executive order or as required by the law of the tribe having jurisdiction over the project.

53. Drug-Free Workplace

(a) The unlawful manufacture, distribution, dispensation, possession or use of a controlled is prohibited on the premises of the TDHE, including all properties, premises, and work sites of the TDHE. Appropriate disciplinary actions, which may include termination, will be taken against TDHE employees, contractors, and subcontractors for violation of the prohibition.

(b) "Controlled substance" for purposes of this Contract means a controlled substance list in schedules I through V of Section 202 of the Controlled Substances Act (21 USC Section B12), and as further defined by federal regulations (21 CFR 1300.11-15). The work to be performed under this Contract requires that each employee directly engaged in the performance of work funded by TDHE shall abide by the terms of this statement and all related federal Acts, and shall notify TDHE of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

(c) The parties to this Contract shall comply with the provisions of the Drug Free Workplace Act of 1988 (41 U.S.C. § 701 et seq., the drug free workplace requirements of the implementing regulations of the Native American Housing Assistance and Self-Determination Act of 1996 (24 CFR 1000.46), and the policy statement of the TDHE.

(d) This drug free workplace Clause shall be included into every subcontract in connection with the Project.

54. Independent Contractor

The parties intend that Contractor is and shall remain an independent contractor with respect to services and items being provided hereunder. The Contract is not intended to create a partnership or joint venture between the parties, and nothing in the Contract shall be construed as creating a relationship of employer and employee between the parties. Neither party shall have nor exercise any control or direction over the methods by which the other party, its officers, employees, agents or representatives perform their work or services. No agent, employee or representative of any party shall be construed or deemed an agent, employee or representative of the other.

55. Employment Eligibility Verification

Federal law requires Contractor and all subcontractors to employ only those individuals who may legally work in the United States—either U.S. citizens, or foreign citizens who have the necessary authorization. Contractor, and all subcontractors who are providing goods or services valued at $3,000 or higher must register with the United States Department of Homeland Security E-Verify system to confirm the eligibility of their employees to work in the United States.

56. Central Contractors Registry

Contractor and all subcontractors must be registered in the Central Contractors Registry. Contractor and all subcontractors shall comply with the Federal Acquisition Regulations "Central Contractors Registration" Clause, 48 CFR 52.204–7, FAR 4.1105, which clause is hereby incorporated into this Contract in its entirety.

57. NAHASDA Funds

The Congress, through treaties, statutes, and the general course of dealing with Indian tribes, has assumed a trust responsibility for the protection and preservation of Indian tribes and for working with tribes and their members to improve their housing conditions and socioeconomic status so that they are able to take greater responsibility for their own economic condition which includes assistance in financing the work to be performed under this Contract. Financing for the Project is provided, in whole or in part, through a direct Block Grant from the federal government, through HUD, under the Indian Housing Block Grant (IHBG) Program for Indian tribes and Alaska Native villages. No further determination from HUD is required to authorize changes in the Work or for release of funds to TDHE for payment to the contractor.

58. Value Engineering

(a) The Contractor is encouraged to develop, prepare and submit value engineering change proposals (VECP) voluntarily. The Contractor shall share in any Contract savings realized from accepted VECP.

(b) Definitions as used in this Clause:

(1) "Contract savings" means the estimated reduction in the Contractor's cost of performance resulting from the Tribe/TDHEs acceptance of the VECP.

(2) "TDHE costs" means those costs that result directly from implementing the VECP, such as any net increases in the cost of inspection, testing, operations, and maintenance. The term does not include the normal administrative costs of processing the VECP.

(3) "Value engineering change proposal" means a proposal that requires a modification to this Contract and results in reducing the Contract price or estimated cost without impairing essential function, characteristics, or quality of the work.

(c) At a minimum the Contractor shall include in each VECP the following information:

(1) A description of the difference between the existing Contract requirements and that proposed, the comparative advantages and disadvantages of each, and the overall effect of the change on the work of the Contract.

(2) A list and analysis of the Contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for both the affected portions of the existing Contract work and the VECP. The cost reduction associated with the VECP shall take into account the Tribe/TDHE's development and operating costs, and include any costs attributable to subcontracts.

(4) A statement of the time by which a contract change order accepting the VECP must be issued by the Contracting Officer in order to achieve the maximum cost reduction, noting any effect on the contract period or construction progress schedule.

(d) Upon receipt of a complete VECP, the Contracting Officer shall consult with the Architect and others as appropriate and will notify the Contractor of the status of the VECP within thirty (30) days of receipt by the Contracting Officer. If additional time is required, the Contracting Officer will notify the Contractor within the 30-day period and provide the reason for the delay and the expected date of the decision.

(1) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for the rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Tribe/TDHE.

(2) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this Contract. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached by written order. Failure to reach an agreement on any VECP shall be a dispute under the **Disputes Clause** herein.

(3) The decision to accept or reject all or part of a VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(e) Sharing. The TDHE's share of savings is fifty percent (50%) of the difference of the Contract savings less any TDHE costs as defined in (b) above. Payment of any share due to the Contractor for use of a VECP on this Contract shall be authorized by a modification to this Contract and shall be calculated by reducing the Contract price by the Contract savings and adding the Contractor's share of savings to the Contract price.

59. References to Federal and Tribal Laws; No Waiver of Sovereign Immunity

(a) All federal and tribal laws and regulations referenced in this General Conditions Contract are deemed incorporated into this Contract in their entirety. However, reference to and incorporation of such laws and regulations shall not be construed to waive the Tribe's or the TDHE's sovereign immunity with regard to such laws and regulations, nor shall such laws and regulations be construed to apply to or govern the activities of the Tribe or TDHE, which immunity is hereby expressly asserted.

(b) No phrase, clause, or provision of this Contract may be construed to be a waiver of the sovereign immunity of the Tribe or the TDHE, which immunity is hereby expressly asserted.

60. Use of Debarred, Suspended, or Ineligible Subcontractors.

Contractor will comply with the prohibitions set out in 2 C.F.R. Parts 180 and 200, 24 C.F.R. Part 24, Executive Order 12549, and 7 C.F.R. 3016.35, as well as any Tribal requirements, with regard to the use of debarred, suspended, or ineligible subcontractors. Contractor certifies, by signing the Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Contractor will not contract with any subcontractor or consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Tribe.

61. Procurement of Recovered Materials.

Contractor and all subcontractors must comply with the procurement of recovered materials requirements set out in 2 C.F.R. 200.323.

62. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Contractor and all subcontractors must comply with the prohibitions set out in 2 C.F.R. 200.216.

63. Domestic Preferences for Procurements.

Contractor and all subcontractors must comply with the domestic preferences for procurement requirements set out in 2 C.F.R. 200.322.

COQUILLE INDIAN HOUSING AUTHORITY
INVITATION FOR BIDS

KILKICH ACCESSIBLE HOUSING PROJECT
CONSTRUCTION OF DUPLEX AND SINGLE-FAMILY RESIDENCE
COQUILLE TRIBAL LANDS, COOS BAY, OREGON

MARCH 10, 2026

SUPPLEMENTAL CONDITIONS TO THE NWIHA GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

These are the Supplemental Conditions re: GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT /NATIVE AMERICAN HOUSING PROGRAMS. NWIHA GC/CONSTRUCTION (REVISED JUNE 30, 2023). The following conditions supplement and modify the foregoing General Conditions Contract. Where there is a conflict between these supplemental conditions and the General Conditions Contract, the terms of these supplemental conditions shall govern.

1. The following revisions shall amend Clause 50 – Davis-Bacon and Related Acts; Tribal Prevailing Wage Standards:

   Subpart (d)(3) is removed in its entirety and replaced with the following:

   Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this Clause shall be in conformity with the equal employment opportunity requirements of Executive Order 14173, as may be amended and as supplemented by Department of Labor rules, regulations, and orders and 29 CFR Part 30.

2. The following revisions shall amend **Clause 41 – Equal Employment Opportunity**:

   Subparts (1), (2), and (4), are revised to substitute "race, color, religion, sex, sexual orientation, gender identity, national origin, <u>as may be applicable</u>," for "race, color, religion, sex, sexual orientation, gender identity, national origin."

   Subpart (5) is removed in its entirety and replaced with the following:

   The Contractor will comply with all provisions of Executive Order 14173 of January 21, 2025, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   Subpart (6) is removed in its entirety and replaced with the following:

   The Contractor will furnish all information and reports required by Executive Order 14173 of January 21, 2025, entitled "Ending Illegal Discrimination and Restoring Merit-Based Opportunity" and by rules, regulations, and orders of the

Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

Subpart (7) is removed in its entirety and replaced with the following:

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 14173 of January 21, 2025, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 14173 of January 21, 2025, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Subpart (8) is removed in its entirety and replaced with the following:
The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Executive Order 14173 of January 21, 2025, so that such provisions will be binding upon each subcontractor or vendor, as may be applicable. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

The parties, through their undersigned representatives, do hereby affirm that they understand and agree to these Supplemental Conditions:

For: TDHE	**For: Contractor**
By: _____ (Signature)	By: _____ (Signature)
Date: _____	Date: _____

"General Decision Number: OR20260004 01/02/2026

Superseded General Decision Number: OR20250004

State: Oregon

Construction Type: Residential

County: Coos County in Oregon.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/02/2026

CARP0503-006 07/01/2024

	Rates	Fringes
Carpenters:		
Form Work Only-Multi Unit	$ 36.27	14.03
Form Work Only-Single Unit	$ 33.48	14.03

ELEC0932-006 01/01/2025

	Rates	Fringes
ELECTRICIAN	$ 39.34	22.45

ENGI0701-017 01/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 2	$ 54.75	16.90
GROUP 3	$ 53.60	16.90
GROUP 4	$ 50.27	16.90
GROUP 5	$ 49.03	16.90
GROUP 6	$ 45.81	16.90

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 2: BULLDOZERS: Bulldozer operator over 120,000 lbs and above; Bulldozer operator, twin engine; Bulldozer Operator,tandem, quadnine, D10, D11, and similar type; LOADERS: Loader operator, 120,000 lbs. and above; HYDRAULIC HOES-EXCAVATOR: Excavator over 130,000 lbs; Blade Operator-Robotic; Rubber tired scraper with tandom scrapers, multi-engine

GROUP 3: BULLDOZERS: Bulldozer operator, over 70,000 lbs. up to and including 120,000 lbs.; HYDRAULIC HOES-EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; LOADERS: Loader operator 60,000 and less than 120,000; Rubber Tired Scraper: with tandom scrapers; self loading, paddle wheel, auger type, finish and/or 2 or more units.

GROUP 4: BULLDOZERS: Bulldozer Operator over 20,000 lbs and more than 100 horse up to 70,000 lbs; HYDRAULIC HOES EXCAVATOR/TRACKHOE: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,0000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs

through 80,000 lbs.; LOADERS: Loaders Operator, front end and overhead, 25,000 lbs and less than 60,000 lbs; Rubber-tired dozers; Asphalt Paver; Screed Operator; Blade Operator; Rubber-Tired Scraper, single engine, single scraper.

GROUP 5: Roller Operator; BULLDOZERS: Bulldozer operator, 20,000 lbs. or less or 100 horse or less; HYDRAULIC HOES EXCAVATORS/TRACKHOE: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; LOADERS: Loaders, rubber- tired type, less than 25,000 lbs; Concrete Pumper; Concrete Paver

GROUP 6: LOADERS: (less than 1 cu yd.); Grade checker; Roller (Non-Asphalt)

Zone Differential (add to Zone 1 rates):
Zone 2 - $3.00
Zone 3 - $6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or porjects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens ""Blast Zone"" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

LABO0737-002 06/01/2024

	Rates	Fringes
Laborers: (Mason Tender-Cement/Concrete)	$ 43.79	17.05

PLAS0555-003 06/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 46.13	20.31

TEAM0037-008 06/01/2025

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 35.41	18.30
GROUP 2	$ 35.57	18.30
GROUP 3	$ 35.74	18.30
GROUP 4	$ 36.08	18.30
GROUP 5	$ 36.35	18.30
GROUP 6	$ 36.57	18.30
GROUP 7	$ 36.82	18.30

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Dump trucks, side, end and bottom dumps: up to and including 10 cu. yds.

GROUP 2: Dump trcuks/articulated dumps 6 cu to 10 cu.;

GROUP 3: Dump trucks, side, end and bottom dumps: over 10 cu. yds. and including 30 cu. yds., includes articulated dump trucks

GROUP 4: Dump trucks, side, end and bottom dumps: over 30 cu. yds. and including 50 cu. yds. and includes articulated dump trucks

GROUP 5: Dump trucks, side, end and bottom dumps: over 50 cu. yds. and including 60 cu. yds. and includes articulated dump trucks

GROUP 6: Dump trucks, side, end and bottom dumps: over 60 cu. yds. and including 80 cu. yds. and includes articulated dump trucks

GROUP 7: Dump trucks, side, end and bottom dumps: over 80 cu. yds. and including 100 cu. yds., includes articulated dump trucks

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SUOR2009-002 10/16/2009

	Rates	Fringes
CARPENTER, Excludes Form Work	$ 17.50	0.00
LABORER: Common or General	$ 11.00	0.00
ROOFER	$ 14.41	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at
https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at
www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next

number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

• Form 1099-S (proceeds from real estate transactions).

• Form 1099-K (merchant card and third-party network transactions).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

• Form 1099-C (canceled debt).

• Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

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

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

DAVIS-BACON AND LABOR STANDARDS

CONTRACTOR GUIDE ADDENDUM

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INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide that is simple and non-bureaucratic yet comprehensive, and will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Davis Bacon and Labor Standards worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor that has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts that they either fund or assist in funding.

This Guide contains six main chapters. The first chapter includes the laws and regulations associated with Federal labor standards administration and enforcement. The second chapter lists the responsibilities of contractors and of state, tribal, and local contracting agencies that administer HUD programs. The third chapter lists wage basics, including wage decisions, wage classifications, and wage rates, to provide background for the rest of the Guide. The fourth chapter discusses reviewing and reporting payrolls. The fifth chapter delves into additional work classifications and wage rates. The sixth and final chapter discusses sanctions and restitution. For further background, the DBLS Agency Guide may be used as a reference.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Standards Field staff for your area.

RESOURCE

Visit the Office of Davis Bacon and Labor Standards online:
www.hud.gov/program_offices/davis_bacon_and_labor_standards

BASIC DBA DEFINITIONS

See Section 3 in the Agency Guide.

LAWS AND REGULATIONS

The Davis-Bacon Act (DBA)

The Davis-Bacon Act (DBA) requires the payment of prevailing wage rates (determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if DB applies to a HUD project is it because of a labor provision contained in one of HUD's "Related Acts" (see 5.9 in the Agency Guide). The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (OT) hours (over 40 in any workweek) worked on a covered project. The CWHSSA applies to both direct federal contracts and to federally-assisted contracts where those contracts require or involve the employment of laborers and mechanics and where federal wage standards (e.g., Davis-Bacon or HUD-determined prevailing wage rates) are applicable. CWHSSA provisions apply to all laborers and mechanics, including watchmen and guards, employed by any contractor or subcontractor. CWHSSA also applies to maintenance laborers and mechanics employed by contractors or subcontractors engaged in the operation of Public Housing Agencies (PHA), Tribally Designated Housing Entities (TDHE), and Indian Housing Agencies (IHA) developments.

Exemptions:

CWHSSA O/T provisions do not apply where the federal assistance is only in the nature of a loan guarantee or insurance.

CWHSSA O/T provisions do not apply to prime contracts of $100,000 or less.

The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback, (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer to submit weekly certified payroll reports, and regulates permissible payroll deductions.

The Fair Labor Standards Act (FLSA)

The FLSA governs matters such as federal minimum wage rates and O/T. These standards are generally applicable to any labor performed and may be pre-empted by other (often more stringent) federal standards such as the DBRA prevailing wage requirements and CWHSSA O/T provisions. The authority to administer and enforce FLSA provisions resides solely with DOL.

Davis-Bacon Regulations

DOL has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in Title 29 CFR Parts 1, 3, 5, 6, and 7. Part 1 explains how DOL establishes and publishes DBA wage determinations (also referred to as wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly CPRs. Part 5 covers the labor standards provisions that are in contracts relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Finally, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available online: www.ecfr.gov/current/title-29

Construction Contract Provisions and Labor Standards Administration

Labor standards administration involves the activities that take place primarily before construction begins. Administration sets the stage for the compliance activities that occur during the construction phase. The first and sometimes most difficult step is determining whether and to what extent Davis-Bacon wage standards apply to a particular contract or project. The Factors of Labor Standards Applicability (see Appendix II-6) should be helpful. Most HUD-assisted construction work is covered by Davis-Bacon, but there are some exceptions. The best and safest approach is to first assume that Davis-Bacon requirements will be applicable whenever the contract/project involves construction work valued in excess of $2,000, then look more closely to see if there is any reason for non-coverage. Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally wound into the contract specifications.

The labor standards clauses

The contract for construction is the vehicle to ensure contractor compliance and Davis-Bacon wage enforcement. Therefore, the bid specifications and/or the contract for each project subject to Davis-Bacon wage rates must contain both a Davis-Bacon wage decision and labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the Davis-Bacon wage and reporting requirements and with the O/T provisions of the CWHSSA (applicable only when the prime contract is valued at over $100,000). The labor standards clauses also provide for remedies in the event of violations, including the withholding of payments due to the contractor to ensure the payment of wages or liquidated damages that may be found due, and sanctions should violations occur. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-92554M, Supplementary Conditions Of The Contract for Construction, which is issued primarily for FHA (Federal Housing Administration) multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG (Community Development and Block Grant) and HOME (HOME Investment Partnerships Program) projects; and the HUD-5370, General Conditions for Construction Contracts (construction contracts >$150,000) or the HUD-5370-EZ, General Contract Conditions for Small Construction/Development Contracts (construction contracts >$2,000 but ≤$150,000) which are used for Public and Indian Housing projects. These should be wound into the contract specifications or incorporated by specific reference in the bid/contract documents (see Labor Relations Letter 96-03).

Davis-Bacon Wage Decisions

The term "wage decision" includes the original decision and any subsequent decisions that modify, supersede, correct, or otherwise change the provisions of the original decision. The term "wage decision" is used within this Guide to mean the Davis-Bacon wage decision. The terms "wage decision" and "wage determination" are used interchangeably. A wage decision is a schedule of construction work classifications, wage rates, and fringe benefits that represent the minimum rates that must be paid to workers employed in those classifications. Wage decisions are established for defined geographic areas, usually by county or group of counties, and four general characters of construction work.

RESOURCE

The Department of Housing and Urban Development (HUD) one stop forms resource page.

www.hud.gov/program_offices/administration/hudclips/forms

RESOURCE

All current Davis Bacon wage decisions can be accessed online at no cost at www.sam.gov

CONTRACTOR RESPONSIBILITIES

The principal contractor is responsible for the full compliance of all employers (the contractor, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and their subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator Responsibilities, below.)

CONTRACT ADMINISTRATOR RESPONSIBILITIES

The contract administrator is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. This term is used to represent the person (or persons) who will provide labor standards advice and support to contractors and other project principals (e.g., owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 6.1, The Wage Decision) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see Section 12, Payroll Compliance Reviews and Corrections, in the Agency Guide) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Standards field staff. But many HUD-assisted projects are administered by local contracting agencies such as PHAs, TDHEs, and States, cities and counties under HUD's CDBG and HOME programs.

In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for contractors remains essentially the same.

DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

RESOURCE

Program technical guidance

For interpretations of program requirements or handbooks and instructions on the use of forms:

Housing Programs - See our Contact List for help.

WAGE BASICS

The Wage Decision

Davis-Bacon labor standards stipulate the wage payment requirements for skilled workers, operators, truck drivers, and laborers—for example: carpenters, electricians, plumbers, roofers, rollers, screeds, bulldozers, water wagons, dump trucks, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 5.12 in the Agency Guide.

The work classifications and wage rates

A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications.

You'll want to make sure that the work classifications you need are contained in the wage decision, and make certain that you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (e.g., residential and commercial work) and can be lengthy and difficult to read. The contract administrator (HUD Labor Standards field staff or local agency staff) is available to assist with any trouble reading the wage decision or finding the applicable work classification(s).

To make reading lengthy wage decisions easier, a contract administrator may prepare a Project Wage Sheet (HUD-4720). This sheet is a one-page transcript that will show only the classifications and wage rates for a project. A blank copy of a Project Wage Rate Sheet is provided in the Appendix.

RESOURCE

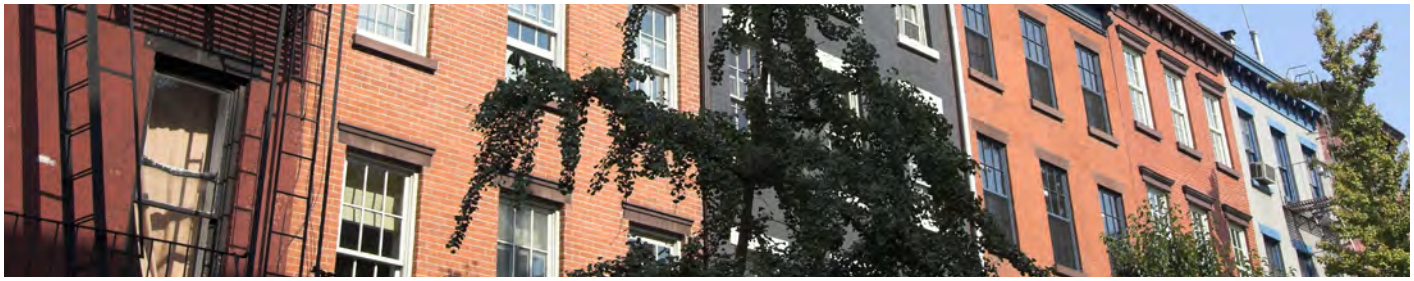
A fillable version of this form is available online at HUDClips www.hud.gov/program_offices/administration/hudclips/forms Contact the contract administrator monitoring the project for assistance with a Project Wage Rate.

Posting the wage decision, Davis-Bacon poster, and Additional Classifications wages

The prime contractor is responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet), a copy of the DOL Davis-Bacon poster titled Employee Rights Under the Davis-Bacon Act (Form WH-1321), and Additional Classifications wages at the job site in a place that is easily accessible to all the construction workers employed on the project and where the wage decision and poster will not be destroyed by wind, rain, etc. The purpose of this posting is to provide information to the construction laborers and mechanics working on the project about their entitlement to the prevailing wage for their trade, and to advise them whom to contact (the contract administrator) if they have any questions or want to file a complaint.

RESOURCE

The Employee Rights Under the Davis Bacon Act poster replac es the Notice To All Employees. The new poster is available in English and Spanish online at: www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrmk13.



REVIEWING PAYROLLS

Certified Payroll Reports (CPRs)

To demonstrate compliance with labor standards requirements, each employer shall prepare, certify, and submit payroll reports for each week to the sponsor, applicant, or owner for any contract work that is performed. See 29 CFR § 5.5(a)(3)(ii) for information on CPRs.

CPR format

Employers on an FHA project are required to use the HUD-authorized Electronic Payroll System (EPS) to submit CPR reports. If an approved electronic payroll reporting system is not being used by the LCA,, the employer must ensure that all information from DOL Payroll Form WH-347 is included and that the LSS can reasonably interpret it. Form WH-347 is available online at www.dol.gov/whd/forms/wh347.pdf.

Submission requirements

Each employer shall submit payroll reports beginning with the first week such employer performs work on the site of the work. Employers shall submit reports promptly following the close of each such pay week.

"No Work" payrolls

Employers are not required to submit reports for weeks during which no work was performed at the site of work, provided that the payroll reports are numbered sequentially or that the employer has provided written notice that its work on the project has been suspended.

Weekly payroll certification

Each weekly payroll submitted shall be accompanied by a "Statement of Compliance" that bears the original signature of the owner, executive/corporate officer, or a designee authorized by the owner or officer. The signature must be in ink; pencil is not acceptable. Signature stamps, photocopies, and facsimiles are not acceptable. The employer may utilize the reverse side of the DOL Payroll Form WH-347 as its Statement of Compliance or another document that contains the same language prescribed on the reverse of the WH-347.

False Submissions

The falsification of any of the above certifications may subject the employer to civil or criminal prosecution under § 1001 of Title 18 and § 231 of Title 31 of the United States Code (USC).

Payroll Review and Submission

The prime contractor should review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for O/T violations. All the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments, and protect itself from financial loss should underpayments occur.

Payroll Retention

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records—such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments—for a Davis-Bacon project for at least three years after the project is completed. The prime contractor must keep a complete set of all the payrolls for every contractor (including subcontractors) for at least three years after completion of the project.

Payroll Inspection

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or DOL.

REPORTING PAYROLLS

Completing a Payroll Report

Each employer shall maintain payroll records with respect to their own workforce employed at the site of the work. The prime contractor shall maintain such records relative to all laborers and mechanics working at the site of the work during the course of the construction work for at least three years following the completion of the work. Such records shall contain:

Project and contractor/subcontractor information

Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Week dates must be indicated in the spaces provided. Numbering payrolls is optional but strongly recommended.

Employee information

The name and an individually identifying 4-digit number for each laborer and mechanic. Employers must always maintain each employee's address and full Social Security number (SSN) during the construction of the project and for no less than three years following completion. This information must be made available to the prime contractor, HUD, and/or the LCA upon request.

Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for Federal labor standards compliance monitoring. Prime contractors may require a subcontractor to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

Work classification

Each employee must be classified in accordance with the wage decision based on the type of work they perform.

Apprentices or trainees

The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

Split classifications

For an employee that worked in a split classification, make a separate entry for each classification of work performed, distributing the hours of work to each classification accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

Hours worked

The payroll should show only the regular and O/T hours worked on one particular project. The employer must show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, employers should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

Rate of pay

Employers must show the basic hourly rate of pay for each employee for one particular project. If the wage decision includes a fringe benefit and the employer does not participate in approved fringe benefit programs, the employer must add the fringe benefit rate to the basic hourly rate of pay, and must list the O/T rate if O/T hours were worked.

Piece-work

For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any O/T hours.

The effective hourly rate must be reflected on the certified payroll. This hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week to week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the O/T rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires $10/hour basic plus $5/hour fringe benefits, the O/T rate would be: ($10 x 1.5) + $5 = $20/hour.

Gross wages earned

Show the gross amount of wages earned for work performed on a particular project. Note: Employees with work hours and earnings on other projects may show gross wages for a particular project over gross earnings from all projects (e.g., $425.40/$764.85) and base deductions and net pay on the "all projects" earnings.

Deductions

Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (e.g., Savings Account or Loan Repayment). Any voluntary deduction (i.e., not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears. The note needs to show the type, amount, and frequency of the deduction. A new deduction authorization is required when any of the aforementioned items change.

MORE INFO

Only one employee authorization is needed for recurring (e.g., weekly) "other" deductions. Written employee authorization is not required for income tax and Social Security deductions.

Net pay

Show the net amount of wages paid.

Statement of Compliance

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Employers must be sure to complete the identifying information at the top, particularly if attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, the employer must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that the employer is paying required fringe benefits to approved plans or programs; and 4(b) indicates that the employer is paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If the employer is paying a portion of the required fringe benefit to programs and the balance directly to the employee, the employer must explain those differences in box 4(c).

Signature

For paper payrolls submitted, the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer, or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. For paper payrolls, signatures in pencil, signature stamps, Xerox copies, PDFs, and other facsimiles are not acceptable.

MORE INFO

Only one Statement of Compliance is required for each employ er's weekly payroll no matter how many pages are needed to re port the employee data.

ADDITIONAL WORK CLASSIFICATION AND WAGE RATES

After contract award, if it is determined that additional work classifications are required because the wage decision lacks all the necessary classifications and wage rates, the prime contractor and, if applicable, its subcontractors employing workers in such classifications shall request an additional work classification and propose a wage rate and fringe benefits for such classification on form SF-1444, Request for Authorization of Additional Classification and Rate. The contractor or subcontractor shall make its request for a final decision through the LSS or LCA, as appropriate, to DOL at whd-cbaconformance_incoming@dol.gov. The LSS/LCA shall assist the employer in preparing the request and, if necessary, provide guidance on the policies and procedures involved.

Note: Additional work classifications and wage rates may be requested only after the effective wage decision "lock-in" date. (See DOL Regulations at 29 CFR Part 5 § 5.5(a)(1)(ii).)

Additional Work Classification and Wage Rate Parameters

Signature

Additional work classifications must be signed by DBLS for FHA-insured projects managed by HUD and signed by the LCA contracting officer for projects managed by LCAs, then forwarded to DOL with the applicable wage decision where:

The requested work classification is used in the area of the project by the construction industry;

The work that will be performed by the requested work classification is not performed by a work classification that is already contained within the applicable wage decision;

The proposed wage rate for the requested work classification bears a reasonable relationship to the wage rates on the wage decision; and

The workers that will be employed in the requested work classification (if it is known who the workers are or will be) or the workers' representatives agree with the proposed wage rate.

General guide

The wage rate and fringe benefits proposed for any classification must be in accordance with the guidance available in All Agency Memorandum 213. The proposed wage rate and fringe benefits should bear a reasonable relationship to the entirety of the rates within the relevant category. There are four basic categories: skilled crafts, laborers, truck drivers, and power equipment operators. Additional classifications proposed for power equipment operators must specify the type(s) of power equipment involved.

Making the Request

Although a request for additional work classification and wage rate may be prompted following an LSS/LCA review, the proposal must originate with the prime contractor/employer that will utilize the work classification. The prime contractor/employer must submit the request in writing. A basic request must identify the contract/project involved, the work classification requested, and the wage rate, including any bona fide fringe benefits proposed. In some cases, it may be necessary for the prime contractor/employer to describe the work that the requested work classification would perform. The prime contractor/employer should use form SF-1444, Request for Authorization of Additional Classification and Rate, to submit the request.

LSS/LCA Review of Request

The LSS/LCA will review the prime contractor/employer's request to determine if it satisfies the approval criteria at 5.12.1.9.2. The LSS/LCA will contact the prime contractor/employer if clarification or additional information is needed to complete the review.

Signing the request, reporting to DOL

If the LSS/LCA review finds that the requested work classifications and wage rate/fringe benefits meet the criteria at 5.12.1.9.2, the LSS/LCA submits the completed SF-1444, related documentation, and the applicable wage decision to the DOL National Office for final decision using DOL's dedicated email address:

whd-cbaconformance_incoming@dol.gov.

Disagreement with the request; referring for DOL decision

If the LSS/LCA review finds that the requested work classification and wage rate/fringe benefits fails to meet the approval criteria or if the parties do not agree on the proper classification or wage rate/fringe benefits for the work described, the LSS/LCA shall prepare an SF-1444 and a written report explaining the results of the review and any issues in dispute among the parties, and shall forward these along with a copy of the applicable wage decision to the DOL National Office for its decision using the same dedicated DOL email address.

DOL decision

DOL regulations permit 30 days for DOL to respond to the SF-1444. DOL will notify the LSS/LCA in writing of its decision.

DOL approval

When DOL approves the requested additional work classification and wage rate/fringe benefits, the LSS/LCA shall provide a copy of the DOL notice of approval to the prime contractor/employer with instructions that the additional work classification and wage rate/fringe benefits must be posted on the job site with the wage decision.

DOL disapproval

When DOL disapproves the requested work classification and wage rate/fringe benefits, DOL will notify the LSS/LCA in writing of the reasons why the request cannot be approved. DOL may also indicate what work classifications/wage rate/fringe benefits could be approved for the work involved if a modified request is submitted.

Notification to the prime contractor/employer

The LSS/LCA will notify the prime contractor/employer in writing of the results of the LSS/LCA review and/or DOL decision and provide a copy of the DOL notice.

Requests for DOL reconsideration

The LSS/LCA, the prime contractor/employer, or other interested parties may request reconsideration of the DOL decision on a requested additional work classification and wage rate/fringe benefits. Such requests must be made in writing accompanied by a full statement of the interested party's views and any supporting wage data or other pertinent information.

SANCTIONS AND RESTITUTION

Introduction

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, "things going wrong" usually means there's a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before DOL, or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of the things you might expect, and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

Administrative Review on Labor Standards Disputes

The labor standards clauses in the contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

Additional classifications and wage rates

Additional classification and wage rate requests are sometimes denied by DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

Reconsideration

DOL normally identifies the reasons for denial in its response to the request. Any interested person (e.g., the contract administrator, employer, or representatives of the employees) may request reconsideration of the decision on the additional classification request.

The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to DOL. (See DOL Regulations 29 CFR § 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through HQLS (Headquarters Office Davis-Bacon and Labor Standards).

Administrative Review Board

Any interested party may request a review of the Administrator's decision on reconsideration by DOL's Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR § 1.9.)

Findings of underpayment

Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due, and to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with employers to reach such agreements.

Rulings and interpretations unrelated to findings of underpayment

DOL is the authority for rulings and interpretations unrelated to findings of underpayments. This includes disputes concerning the prevailing wage rates as determined by DOL, DBRA applicability, character of work decisions, and interpretation and application of DOL regulations at 29 CFR Parts 1, 3, and 5. These and other such matters must be referred to the DOL Wage and Hour Administrator for their ruling and/or interpretation per 29 CFR § 5.13. Any request for a ruling or an interpretation from the DOL Administrator via DBLS must be submitted through HQLS with a copy to the local LSS.

Disputes concerning findings of underpayment

Underpayments usually occur when a contractor or subcontractor does not properly pay wages according to the approved wage determination and it has been identified as part of a Davis-Bacon and DBLS enforcement action. There may be other situations that also create underpayments, and they can originate from the employer, prime contractor, or any other interested party. Any underpayment decision by DBLS will include a formal decision letter with a Notice of Right to Appeal.

DOL review

DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL ALJ. (See DOL Regulations 29 CFR § 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)

Administrative Review Board

Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

Withholding

The contract administrator shall cause the withholding of payments due to the prime contractor to ensure the payment of wages that are believed to be due and unpaid (e.g., if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor). DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is serious and is not taken unless warranted. If withholding is deemed necessary, the contractor will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

Deposits and Escrows

In some situations, certain labor standards issues are not or cannot be resolved in time to meet project closeout schedules. In order to permit a final closing/closeout to proceed while certain labor issues are outstanding, a deposit account (HUD-administered projects, e.g. multifamily housing-insured and grant programs) or an escrow account (LCA-administered projects, e.g., CDBG, HOME, HOPE VI (Housing Opportunities for People Everywhere)) may be established as a guarantee to ensure the payment of any wages that have been or may be found due to workers that were employed in the construction of the project. Deposit and escrow accounts may also hold fringe benefits payments that are due to plans or programs and/or liquidated damages that are assessed for violations of CWHSSA O/T provisions. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

MORE INFO

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 3.2, Responsibilities of the Principal Contractor, and 12.4, Restitution for Underpayment of Wages, in the Agency Guide.

Where the parties have agreed to amounts of wage restitution that are due, but the employer hasn't furnished evidence yet that all the underpaid workers have received their back wages (e.g., unfound workers)

The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in Section 11.4.1 of this Guide;

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and cannot be located. After wage restitution has been paid to all the workers who could be located, the employer must submit a list of any workers who could not be found and paid (unfound workers). See 12.4.6 in the Agency Guide for more information.

Where underpayments are suspected or alleged and an investigation has not yet been completed

The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper

documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor;

If the employer is unable to make the payments to the workers (e.g., lacks the funds necessary), the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described in Section 13.4.6 in the Agency Guide.

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained.

MORE INFO

Remember, if you have any questions or need assistance con cerning labor standards requirements, help is always available. Contact the contract administrator for the project you're work ing on or the HUD Field Labor Standards staff in your area.

Where the parties are waiting for the outcome of an administrative hearing that has been or will be requested contesting a final determination of wages due

The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

DOL debarment

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the DBRA will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to three years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership, or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or initiated by DOL. Debarment proceedings are described in DOL regulations 29 CFR § 5.12.

HUD sanctions

HUD sanctions may include Limited Denials of Participation (LDPs), debarments, and suspensions.

Limited Denial of Participation

HUD may issue to the employer an LDP, which prohibits the employer from further participation in HUD programs for a period of up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDPs are found at 24 CFR §§ 24.700-24.714.

Debarment and suspensions

In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications), or initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

Falsification of Certified Payroll Reports

Cases that involve certified payroll falsification may be referred to DOL for its investigation at the outset or referred to DOL for administrative review/hearings or other sanctions.

All referrals suggesting consideration for criminal prosecution must be submitted through the established hierarchy:

States may submit any such recommendation to DOL directly.

MORE INFO

Remember, if you have any questions or need assistance con cerning labor standards requirements, help is always available. Contact the contract administrator for the project you're work ing on or the HUD Field Labor Standards staff in your area.

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E-Verify User Manual

M-775, E-Verify User Manual | Current as of May 2025

How to Download Our Manuals in PDF (PDF, 152.73 KB)

Last Reviewed/Updated: 05/14/2025

1.0 Introduction

E-Verify helps ensure a legal workforce by electronically verifying information entered by employees on the Form I-9, Employment Eligibility Verification, against authoritative sources available to the U.S. Department of Homeland Security.

When employers – and the employees they hire – complete Form I-9, they are playing an important role in verifying identity and legal authorization to work in the U.S. E-Verify complements Form I-9 by taking employment verification to the next level, helping employers stay compliant with federal immigration law, prevent unauthorized employment, and protecting American Jobs.

This manual provides guidance on E-Verify processes and outlines the rules and responsibilities for employers and E-Verify employer agents enrolled in E-Verify. Users must follow the guidelines set forth in the E-Verify Terms and Conditions of the Memorandum of Understanding, E-Verify+ Terms of Service and the rules and responsibilities outlined in this manual.

E-Verify+ is a service of E-Verify that allows a participant to electronically initiate the employment verification process for their recently hired employees, prompting the employee to create and log in to their E-Verify+ account, enter their Form I-9 information, and have that information electronically confirmed by E-Verify. The result is transmitted to the E-Verify+ participating employer for creation and retention of a Form I-9 after physical examination or by using the DHS-authorized alternative procedure for remote examination of documentation.

For purposes of this manual, the term “employer” means any person, company, or other entity that is required to complete Form I-9, Employment Eligibility Verification, including any individual with an E-Verify user account. The term “E-Verify Employer Agent” means any person, company, or other entity that is providing the service of verifying employees as a third party to employers through the use of E-Verify.

This section provides a background, overview and an introduction to basic website navigation, participation, user roles, rules and responsibilities, as well as the privacy and security guidelines of E-Verify.

Last Reviewed/Updated: 05/14/2025

1.1 Background and Overview

In 1996, Congress passed the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA), which required the Social Security Administration (SSA) and U.S. Citizenship and Immigration Services (USCIS), formerly the Immigration and Naturalization Service (INS), to conduct an employment verification pilot program. Under the U.S. Department of Homeland Security (DHS), USCIS operates the E-Verify program, previously referred to as the Basic Pilot program. E-Verify is a free internet-based system that implements the requirements of IIRIRA by allowing any U.S. employer to electronically confirm the employment eligibility of its newly hired employees.

E-Verify is a voluntary program. However, employers with federal contracts or subcontracts that contain the Federal Acquisition Regulation (FAR) E-Verify clause are required to enroll in and use E-Verify as a condition of federal contracting. Employers with employees in states with legislation that require participation in E-Verify, for example, as a condition of business licensing, may also be required to participate in E-Verify. In addition, an employer may be required to participate in E-Verify pursuant to a court order.

Alert Type info

E-Verify does not provide guidance on state or local E-Verify laws. For help, contact the appropriate state officials, a local Chamber of Commerce, or other legal advisors.

Apart from any state or local law that requires participation in E-Verify, employers are fully responsible for complying with sections 274A (which addresses the requirements of the Form I-9 process) and 274B (which addresses unfair immigration-related employment practices) of the Immigration and Nationality Act. Employers who fail to comply with either section may be subject to penalties.

E-Verify works by electronically comparing the information from an employee's Form I 9, Employment Eligibility Verification, with official goverment records that E-Verify can access to verify the identity and employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract.

Employers can verify the employment eligibility of only one person at a time within E-Verify. All cases must be created individually.

E-Verify is free, and it is the best means available to confirm the employment eligibility of new hires. The E-Verify statute limits the scope of E-Verify operations to the United States, which includes the 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, and the Commonwealth of the Northern Mariana Islands. Users may only create E-Verify cases in the United States.

Alert Type info

E-Verify Self Check, referred to as Self Check, is a free, fast, secure and voluntary online service that allows individuals to confirm their own employment eligibility themselves. Employers may not ask current or prosepective employees to use Self Check to prove employment eligibility. The service is designed to provide visibility into government records, and if necessary, guidance on how individuals can correct those records. Self Check is separate from the E-Verify user interface. For more information and specific rules, visit https://www.E-Verify.gov/employees/employee-self-services/mye-verify/self-check.

Use of Self Check does not satisfy or supersede the requirements of federal contractors subject to the FAR E-Verify clause, or any other employers, to use E Verify.

Alert Type info

For more information on E-Verify procedures, rules, and responsibilities for federal contractors with the FAR E-Verify clause, refer to the E-Verify Supplemental Guide for Federal Contractors.

Last Reviewed/Updated: 05/29/2024

1.2 Basic Website Navigation

All E-Verify users need to be familiar with the website navigation links. Once users leave Login.gov to access E-Verify, they will see the E-Verify Dashboard.

Click the appropriate User ID.

An official website of the United States government Here's how you know

E-Verify

Dashboard

Your user accounts are linked to your user profile. Your name, email, and phone number will be the same for all user accounts.

User Profile

Edit

Name	Email Address	Phone Number
Matt Murdock	matt.murdock@evengers.org	(234) 234-2345

Linked User Accounts

Manage and access your linked user accounts. Have additional user accounts? Use the 'Link User Account' button to link an existing user account to your user profile.

+ Link User Account

User ID	Status	User Role	Company Name	Actions
MMUR0001	ACTIVE	Program Administrator	Company Name 1	Access
MMUR0002	ACTIVE	Program Administrator	Company Name 2	Access
MMUR0003	PENDING ACTIVATION	Program Administrator	Company Name 3	Activate

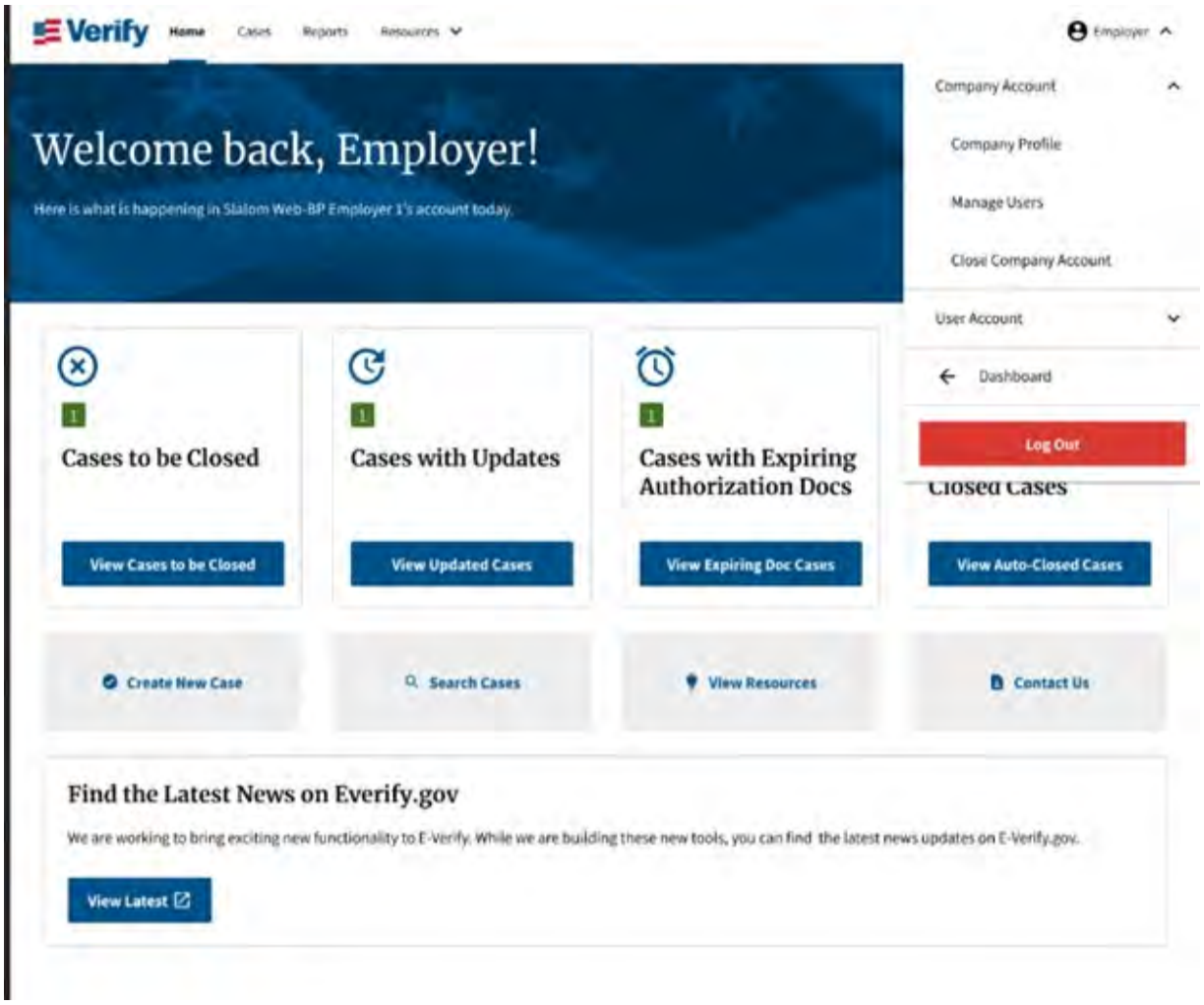
Rows per page 10

‹ Previous 1 2 3 4 5 ... 9 Next ›

U.S. Department of Homeland Security U.S. Citizenship and Immigration Services Accessibility Plug-ins Site Map

The figure below provides a screen shot of the employer user webpage. The navigation

links within each area vary depending upon the type of user. For more information on navigation links for E-Verify Employer Agents, refer to the Supplemental Guide for E-Verify Employer Agents.



Each time you access a user account, you will see a welcome back banner with your name and company listed.

Under the welcome banner are case alert boxes with important information about your cases, including Cases to be Closed, Cases with Updates, Cases with Expiring Authorization Docs, and Recently Auto-Closed Cases.

Directly below the case alert boxes are convenient quick links in gray boxes, including Create New Case, Search Cases, View Resources, and Contact Us.

Below the quick links is the E-Verify News and Announcements.

E-Verify Menu Overview

Menu Options	Function
Cases	• **Search Cases** • **View All Cases** • **Create New Cases**
Reports	• **Run Reports**
Resources	• **View Essential Resources** • **Take Tutorial** • **View User Manual** • **E-Verify News and Announcements** • **Contact Us**

Employer User [User Name]	• **Company Profile (visible to program administrators)**
	  ○ **Company Profile**
	  ○ **User Account**
	  ○ **Dashboard**

Last Reviewed/Updated: 05/14/2025

1.2.1 Essential Resources

View Essential Resources under Resources contains links to important documents and tools for employers that participate in E-Verify. The Essential Resources Overview provides specific information on the resources available to users.

ESSENTIAL RESOURCES OVERVIEW

LINK	INFORMATION
E-Verify Posters	• E-Verify Participation Poster • Right to Work Poster
Manuals and Guides	• E-Verify User Manual • E-Verify Quick Reference Guides • E-Verify Supplemental Guides • Self-Assessment Guides
E-Verify Further Action Notices	• Sample Tentative Nonconfirmation (Mismatch) Further Action Notices available in several foreign languages
Document Reference Library	• Guidance on select state-issued driver's licenses and state ID cards
Form I-9 Resources	• The latest version of Form I-9 in English and Spanish • The Handbook for Employers: Guidance for Completing Form I-9 (M-274) • Link to I-9 Central
Memorandums of Understanding (MOU)	• Sample copies of the most recent version of the MOU
Other Resources	• Websites and links to webpages of interest to employers participating in E-Verify • Sample Referral Date Confirmation available in several foreign languages

Last Reviewed/Updated: 05/31/2024

1.3 E-Verify Participation: Enrollment vs. Registration

Significant differences between E-Verify and E-Verify+ enrollment and registration are outlined in the Enrollment vs. Registration Overview. For additional information on enrollment, visit Enrolling in E-Verify.

Employers who wish to check their enrollment status should contact:

Alert Type info

E-Verify Customer Support Monday through Friday from 8 a.m. – 8 p.m. Eastern (TTY phone is available from 8 a.m. to 8 p.m. Eastern time)

Telephone: 888-464-4218; Email: E-Verify@uscis.dhs.gov

Employers who have enrolled and need information about registering additional users or about their functions, should see Section 6.0 of this guide.

ENROLLMENT VS. REGISTRATION OVERVIEW

Question	ENROLLMENT	REGISTRATION
Who	Enrollment Point of Contact enrolls companies in E-Verify to participate in the program	Program administrators register new users in E-Verify who are then able to create cases.
How	Visit the E-Verify enrollment website at https://everify.uscis.gov/enroll	After completing the E-Verify online training requirements, Program Administrators may register general users and additional Program Administrators. For more information on adding new users, see Section 7.1.

Question	ENROLLMENT	REGISTRATION
Why	Employers enroll to use E-Verify and/or E-Verify+ to confirm employment eligibility of employees	Enrolled employers register users to create cases in E-Verify. There is no limit on the number of users an enrolled employer can register.

To participate in E-Verify, employers must enroll online. You can find information about the system requirements on the E-Verify website under Enrolling in E-Verify.

To enroll, employers must electronically sign the E-Verify Terms and Conditions which details the responsibilities of DHS and the employer. In addition, E-Verify users must agree to and follow the guidelines and responsibilities outlined in the E-Verify Terms and Conditions and this manual. Employers should ensure that users are prepared and capable of using E-Verify properly. Misuse of E-Verify + and/or conducting discriminatory practices during the process may lead to legal liability, suspension, or termination from both E-Verify.

To enroll in E-Verify employers should visit the enrollment website which guides employers through the enrollment process. Additional information regarding enrollment is found at www.E-Verify.gov.

When employers enroll in E-Verify they choose an access method. Access methods are types of E-Verify accounts that determine who creates and manages the employer's E-Verify cases. The four access methods include: Employer, E-Verify Employer Agent, Corporate Administrator, and Web Services.

*E-Verify+ is currently available to the Employer access method only.

The access methods are explained in the Access Method Overview. For more information, visit the Enrolling in E-Verify section at www.E-Verify.gov.

ACCESS METHOD OVERVIEW

ACCESS METHOD	EXPLANATION
Employer Access	**Employer plans to use E-Verify and/or E-Verify+ to verify its employees.**

ACCESS METHOD	EXPLANATION
	This access method allows employers to create and manage their own cases directly in E-Verify and/or E-Verify+. Most E-Verify participants, regardless of their business size or structure, are enrolled under the employer access method.
E-Verify Employer Agent Access	**Employer agent plans to use E-Verify on behalf of its clients to verify their clients' employees.** The E-Verify employer agent access method allows an individual or company to act on behalf of other employers to create and manage the E-Verify cases of the other employers. The E-Verify employer agent may also create cases for its own employees.
Corporate Administrator Access	**Employer has a central office that needs to manage E-Verify use for all of its locations that access E-Verify.** Corporate Administrator access is used only to manage multiple employer accounts. Corporate Administrator cannot create or manage individual E-Verify cases. For more information on Corporate Administrator access, refer to the E-Verify User Manual for Corporate Administrators.

ACCESS METHOD	EXPLANATION
Web Services Access for Employers **-or-** **Web Services Access for E-Verify Employer Agents**	**Employer plans to develop its own software to access E-Verify.** The web services access method requires an employer to develop software that interfaces with E-Verify to create and manage cases. The employer's software should extract data from its existing system or an electronic Form I-9 and transmit the information to E-Verify. Employers who choose this option receive a web services Interface Control Agreement (ICA) which contains the information used to develop and test the software interface. Both employers and E Verify employer agents can use this access method.

Last Reviewed/Updated: 05/14/2025

1.4 Overview of User Roles

Enrolled employers can assign their users with different permissions and functions, depending upon the user's role. There are two types of users: general users and program administrators. Review the permissions of each user role in the User Role Overview below.

General users and program administrators must successfully complete the online E-Verify tutorial before they can create or manage cases. For more information on the specific functions of each user role, see Section 6.1.

USER ROLE OVERVIEW

USER ROLE	PERMISSIONS
Program Administrator (at least one	Every E-Verify account must have at least one program administrator. The program administrator is responsible for following all E-Verify program rules and staying informed of changes to E-Verify policies and procedures.

USER ROLE	PERMISSIONS
required)	The program administrator role includes functions of a general user. Permissions include: • Registering new users • Creating user accounts for other program administrators and general users • Creating and managing cases • Viewing reports • Updating profile information for other program administrators, general users, and themselves • Unlocking user accounts • Closing company and user accounts
General User (optional)	Employers can have as many or no general users as they desire. The general user is responsible for following all E-Verify program rules and staying informed of changes to E-Verify policies and procedures. Permissions include: • Creating and managing own cases • Viewing reports • Updating own user profile

Last Reviewed/Updated: 06/04/2024

1.5 User Rules and Responsibilities

E-Verify users are bound by the guidelines in the E-Verify Terms and Conditions and the rules and responsibilities outlined in this manual.

To ensure proper use of E-Verify and protection of employee workplace rights, employers should periodically review all of the program rules and employer responsibilities with their

users.

For information on E-Verify rules and responsibilities for federal contractors with the FAR E-Verify clause, refer to the E-Verify Supplemental Guide for Federal Contractors.

E-Verify users must follow the guidelines specified in the Rules and Responsibilities Overview.

E-Verify monitors user activity to identify and prevent misuse, discrimination, and other non-compliant behaviors. For more information about Account Compliance visit www.e-verify.gov/employers/account-compliance

RULES AND RESPONSIBILITIES OVERVIEW

Employers who participate in E-Verify **must**:

- Follow E-Verify procedures for each employee for whom an E-Verify or E-Verify+ case is created.
- Notify prospective employees and all employees, including those hired to work in a remote setting, of E-Verify participation by clearly displaying the Notice of E-Verify Participation and the Department of Justice, Immigrant and Employee Rights Section's Right to Work posters in English and Spanish. This can include displaying the posters digitally, online, in hard copy at physical locations, and providing a copy of the posters with job application materials. You may also display the posters in other languages provided by DHS.
- Complete Form I-9 for each newly hired employee and create a case in E-Verify or E-Verify+.
- Obtain a Social Security number (SSN) from each newly hired employee on Form I-9.
- Ensure that Form I-9 List B identity documents have a photo (Section 2.1).
- Accept your employee's Form I-9 documents accurately as they appear on the Lists of Acceptable Documents.
- Create a case for each newly hired employee no later than the third business day after he or she starts work for pay.
- Enter the employee's email address in the case if it was provided on Form I-9 when creating an E-Verify case.
- Provide each employee with notice of and the opportunity to take action on a Tentative Nonconfirmation (mismatch).

- Ensure that all personally identifiable information is safeguarded.

Employers participating in E-Verify **must not:**

- Use E-Verify to pre-screen an applicant for employment.
- Specify or request which Form I-9 documentation an employee must use, except to specify that any Form I-9 List B document the employee chooses to present must contain a photo.
- Use E-Verify to discriminate against any job applicant or employee on the basis of his or her national origin, citizenship, or immigration status.
- E-Verify to discriminate against you on the basis of your race, color, religion, sex (including pregnancy), national origin, age (40 or over), disability, or genetic information.
- Create an E-Verify or E-Verify+ case for an employee who was hired before the employer signed the E-Verify Terms and Conditions, except in certain instances such as employees of federal contractors with the FAR E-Verify clause.
- Take adverse action against or terminate an employee because he or she received a mismatch result, unless E-Verify issues a case result of Final Nonconfirmation.

E-Verify Participation Notifications

Notice of E-Verify Participation

This Organization Participates in E-Verify

Esta Organización Participa en E-Verify

E-Verify

This employer participates in E-Verify and will provide the federal government with your Form I-9 information to confirm that you are authorized to work in the U.S.

If E-Verify cannot confirm that you are authorized to work, this employer is required to give you written instructions and an opportunity to contact Department of Homeland Security (DHS) or Social Security Administration (SSA) so you can begin to resolve the issue before the employer can take any action against you, including terminating your employment.

Employers can only use E-Verify once you have accepted a job offer and completed the Form I-9.

E-Verify Works for Everyone

For more information on E-Verify, or if you believe that your employer has violated its E-Verify responsibilities, please contact DHS.

Este empleador participa en E-Verify y proporcionará al gobierno federal la información de su Formulario I-9 para confirmar que usted está autorizado para trabajar en los EE.UU..

Si E-Verify no puede confirmar que usted está autorizado para trabajar, este empleador está requerido a darle instrucciones por escrito y una oportunidad de contactar al Departamento de Seguridad Nacional (DHS) o a la Administración del Seguro Social (SSA) para que pueda empezar a resolver el problema antes de que el empleador pueda tomar cualquier acción en su contra, incluyendo la terminación de su empleo.

Los empleadores sólo pueden utilizar E-Verify una vez que usted haya aceptado una oferta de trabajo y completado el Formulario I-9.

E-Verify Funciona Para Todos

Para más información sobre E-Verify, o si usted cree que su empleador ha violado sus responsabilidades de E-Verify, por favor contacte a DHS.

888-897-7781

dhs.gov/e-verify

English / Spanish Poster

Provided by DHS

Right to Work Poster

IF YOU HAVE THE RIGHT TO WORK

DON'T LET ANYONE TAKE IT AWAY

If you have the skills, experience, and legal right to work, your citizenship or immigration status shouldn't get in the way. Neither should the place you were born or another aspect of your national origin. A part of U.S. immigration laws protects legally-authorized workers from discrimination based on their citizenship status and national origin. You can read this law at 8 U.S.C. § 1324b.

The Immigrant and Employee Rights Section (IER) may be able to help if an employer treats you unfairly in violation of this law.

The law that IER enforces is 8 U.S.C. § 1324b. The regulations for this law are at 28 C.F.R. Part 44.

Call IER if an employer:

Does not hire you or fires you because of your national origin or citizenship status (this may violate a part of the law at 8 U.S.C. § 1324b(a)(1))

Treats you unfairly while checking your right to work in the U.S., including while completing the Form I-9 or using E-Verify (this may violate the law at 8 U.S.C. § 1324b(a)(1) or (a)(6))

Retaliates against you because you are speaking up for your right to work as protected by this law (the law prohibits retaliation at 8 U.S.C. § 1324b(a)(5))

The law can be complicated. Call IER to get more information on protections from discrimination based on citizenship status and national origin.

Immigrant and Employee Rights Section (IER)

1-800-255-7688 **TTY 1-800-237-2515**

www.justice.gov/ier

IER@usdoj.gov

U.S. Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section, January 2019.

This guidance document is not intended to be a final agency action, has no legally-binding effect, and has no force or effect of law. The document may be rescinded or modified at the Department's discretion, in accordance with applicable laws. The Department's guidance documents, including this guidance, do not establish legally enforceable responsibilities beyond what is required by the terms of the applicable statutes, regulations, or binding judicial precedent. For more information, see "Memorandum for All Components: Prohibition of Improper Guidance Documents," from Attorney General Jefferson B. Sessions III, November 16, 2017.

Issued by Department of Justice, Immigrant and Employee Rights Section

Last Reviewed/Updated: 07/15/2025

1.6 Privacy and Security Statement

The use of E-Verify requires the collection of personally identifiable information (PII). Employers must protect the privacy of employees who submit information to be processed through E-Verify and ensure that all personal information collected is safeguarded and used only for the purposes outlined in the Terms and Conditions.

E-Verify protects PII in accordance with the National Archives and Records Administration (NARA) records retention and disposal schedule (N 1-566-08-7) by annually disposing of E-Verify records that are over 10 years old. This minimizes security and privacy risks associated with U.S. government retention of PII.

Failure to properly protect employee information can result in identity theft or fraud and can cause considerable inconvenience, harm or embarrassment to the employees or employer affected.

At a minimum, follow the steps in the Privacy Guidelines Overview to protect personal information and comply with the appropriate requirements.

PRIVACY GUIDELINES OVERVIEW

Alert Type info

Reminder

You must ensure that all personally identifiable information is safeguarded.

- **Allow *only* authorized users to use E-Verify.**
  Ensure that only appropriate users handle information and create cases.
- ***Secure* access to E-Verify.**
  Use Login.gov to access E-Verify and ensure that unauthorized persons do not gain access to E-Verify.
- **Protect and *store* employee information properly.**
  Ensure that employee information is stored in a safe and secure location and that only authorized users have access to this information.
- **Discuss E-Verify results in *private*.**

Ensure that all case results including Tentative Nonconfirmations (Mismatches) and Final Nonconfirmations are discussed in private with the employee.

Last Reviewed/Updated: 05/14/2025

2.0 Initial Verification

The E-Verify process begins with a completed Form I-9. E-Verify confirms employment eligibility by comparing the employee's Form I-9 information entered in E-Verify by the employer with the information in records available to DHS and/or SSA.

When E-Verify checks the employee's information with records available to DHS and/or SSA, a case result is provided. Case result statuses can be initial, interim or final. Proper use of E-Verify requires users to close all cases when they receive a final case results of Final Nonconfirmation or Close Case and Resubmit. Cases resulting in Employment Authorized are automatically closed by the system.

This section outlines the steps required to create a case in E-Verify and the initial case results provided by E-Verify. For additional guidance specific to E-Verify employer agents, see the Supplemental Guide for E-Verify Employer Agents.

Last Reviewed/Updated: 06/04/2024

2.1 Form I-9 And E-Verify

Employers are required to timely and properly complete and retain Form I-9 for each employee they hire. The first day of employment means the first day an employee works in exchange for wages or other remuneration. These Form I-9 requirements also apply to E-Verify employers. With the goal of ensuring a legal workforce, employers enrolled in E-Verify have chosen to take the additional step of electronically confirming that information their employees provide match government records.

Alert Type info

To view or download Form I-9, go to the following website: http://www.uscis.gov/I-9.

For more information on Form I-9 procedures, refer to the Handbook for Employers: Guidance for Completing Form I-9 (M-274).

For additional assistance on Form I-9, contact E-Verify Contact Center Monday through Friday 8 a.m. – 8 p.m. Eastern at 888-464-4218 (TTY phone is available from 8 a.m. to 5 p.m. Eastern).

Newly hired employees must complete Section 1 of Form I-9 in its entirety on the first day of employment. They may complete Section 1 before this date, but only after acceptance of an offer of employment. Under general Form I-9 practice, employees can voluntarily provide their Social Security numbers (SSNs) on Form I-9. However, because SSNs are required for employers to create E-Verify cases, all employees whose employment eligibility will be verified in E-Verify **must** provide their SSNs.

If a newly hired employee has applied for, but has not yet received an SSN (for example, the employee is a newly arrived immigrant), attach an explanation to the employee's Form I-9 and set it aside. Allow the employee to continue to work and create a case in E-Verify using the employee's SSN as soon as it is available. If the case was not created by the third business day after the employee started work for pay, indicate the reason for this delay. Employers may choose a reason from the drop-down list or state a specific reason in the field provided.

Employers must complete Section 2 of Form I-9 in its entirety within three days of the employee's date of hire. To complete Section 2, physically examine the documents presented by the employee in-person or remotely examine using an alternative procedure authorized by the Secretary of Homeland Security to establish the employee's identity and employment authorization. Do not specify which documents from the "Lists of Acceptable Documents" on Form I-9 the employee must present. Employers may reject a document if it does not reasonably appear to be genuine and to relate to the person presenting it.

Documents from List A establish both identity and employment eligibility. Documents from List B establish identity only and documents from List C establish employment eligibility only. Employers must accept either one document from List A, or a combination of one document from List B *and* one document from List C.

Any List B document presented to employers participating in E-Verify **must** contain a

photo. However, if an employee objects to providing a photo document for religious reasons, call E-Verify at 888-464-4218. If the employee presents a U.S. passport, a passport card, a Permanent Resident Card (Form I-551) or an Employment Authorization Document (Form I-766), the employer must obtain a copy of it and retain it with Form I-9. For more information on Form I-9 retention guidelines, refer to the Handbook for Employers: Guidance for Completing Form I-9 (M-274).

Last Reviewed/Updated: 06/04/2024

2.1.1 Receipts

If the employee presents an acceptable receipt for Form I-9 showing that he or she applied to replace a document that was lost, stolen, or damaged, the employer must wait to create a case in E-Verify. When the employee provides the actual document for which the receipt was presented, or other Form I-9 documentation from the List of Acceptable documents, the employer must update the employee's Form I-9 and then create a case in E-Verify for the employee.

However, employers must create the E-Verify case by the third business day after the employee is hired if the employee presents one of the following documents, which are also considered receipts:

- The arrival portion of Form I-94/I-94A with a temporary Form I-551 Alien Documentation, Identification & Telecommunications (ADIT) stamp and a photograph of the individual.
- The departure portion of Form I-94 with a refugee admission stamp or computer-generated printout of Form I-94 with admission code "RE."

For more information on acceptable receipts, see the Handbook for Employers (M-274) or visit Receipts on I-9 Central.

Last Reviewed/Updated: 06/04/2024

2.1.2 Rehires

Employers have the option of treating all rehired employees as new hires by completing a new Form I-9 and creating a case in E-Verify. However, employers also have the option of completing Supplement B, Reverification and Rehire, for rehires and only completing a new Form I-9 and creating an E-Verify case upon rehiring employees for whom no previous E-Verify cases were created.

If you rehire a former employee within three years of the initial execution of the previous Form I-9, but did not create an E-Verify case, or if you created a case and did not receive a result of employment authorized, have the employee complete a new Form I-9 and create a case in E-Verify.

If you rehire a former employee within three years of the date of the initial execution of the previous Form I-9, created a case from that Form I-9, and received a result of employment authorized, you may be able to rely on the information from the employee's previous Form I-9. Follow the steps outlined below when rehiring an employee who previously had a case created in E-Verify and received an employment authorized result.

If the previously created E-Verify case received a result of employment authorized and the Form I-9 has:	**Then:**
No expired documents	Write the employee's rehire date in Supplement B of the existing Form I-9. **Do not** create a new case in E-Verify. *or* Complete a new Form I-9 for the employee and create a new E-Verify case for the employee.
An expired: • U.S. passport *or* • U.S. passport card *or* • Permanent Resident Card *or* • Alien Registration Receipt Card	Write the employee's rehire date in Supplement B of the existing Form I-9. **Do not** create a case in E-Verify. *or* Complete a new Form I-9 for the employee and create a new E-Verify case for the employee.

If the previously created E-Verify case received a result of employment authorized and the Form I-9 has:	Then:
(Form I-551) • List B document	
An expired List A or List C document that triggers reverification	Write the employee's rehire date and the updated employment authorization document information in Supplement B of the existing Form I-9. **Do not** create a case in E-Verify. *or* Complete a new Form I-9 for the employee and create a new E-Verify case for the employee.

Alert Type warning

Do **not** specify or request which document a newly hired employee must use for Form I-9.

If the employee presents a U.S. passport, a passport card, a Permanent Resident Card (Form I-551) or an Employment Authorization Document (Form I-766), and you will create a new E-Verify case for the employee, make a copy of the document and retain it with Form I-9.

See the Handbook for Employers M-274, Section 6.2 Reverifying or Updating Employment Authorization for Rehired Employees for more information on rehires.

Last Reviewed/Updated: 06/10/2024

2.1.3 Unexpired Document Required

Employees must present unexpired documents for Form I-9 verification (see exception below) and for the employer to create an E-Verify case. If information regarding an expired document is entered into E-Verify, it generates an error message and you will not be allowed to continue creating the case. The employee will need to present acceptable unexpired document(s) and the employer will need to correct Form I-9 before creating an

E-Verify case.

Alert Type warning

Just because the employee presented an expired document does not mean he or she is not authorized to work. If the employee provides unexpired documentation that is used to create another case, it may still be possible for E-Verify to confirm their employment eligibility.

In limited situations, employers may accept a document that appears expired on its face for Form I-9 verification. Foreign nationals in certain eligibility categories who timely file a renewal application for an Employment Authorization Document (EAD) may receive an automatic extension of their EAD. The extension begins on the date the EAD expires and continues for up to the maximum automatic extension date (see Section 5.1 of the M-274 for guidance on calculating the applicable period) unless the application is denied. The employee's EAD may be combined with the Form I-797C, Notice of Action, showing both that the renewal application was timely filed and the same qualifying eligibility category as that on the expired EAD, to demonstrate the extended validity of the EAD for the applicable automatic extension period. In the case of an EAD in category A12 or C19, Form I-797C can show either A12 or C19 and they do not have to match. This document combination is considered to be an unexpired EAD under List A. The receipt number on the Form I-797C should be entered as the document number when the case is created in E-Verify.

Alert Type info

Not all EADs can receive an auto-extension; only EADS issued under specific category codes qualify. See section 5.1 Automatic Extensions Based on a Timely Filed Application to Renew Employment Authorization and/or Employment Authorization Document in the Handbook for Employers (M-274) or visit www.uscis.gov/I-9central for more information about which EAD category codes qualify for the auto-extension.

When a Temporary Protected Status (TPS) designation for a particular country is extended, DHS may automatically extend the expiration date of EADs issued to those TPS beneficiaries via a notice published in the Federal Register. In this situation, the published notice will state the date to which the EAD has been extended. Record the date the EAD has been automatically extended to as the expiration date. The employee may show you the Federal Register notice.

Alert Type info

The employee does not have to provide proof that they are a national of a country designated for TPS.

DHS also sometimes extends two-year Permanent Resident Cards (Form I-551) via Form I-797. The Permanent Resident Card with Form I-797 noting the extension can be presented as a List C document for Form I-9. Additionally, an expired Permanent Resident Card with a USCIS-issued sticker or I-797, Notice of Action, receipt notice of Form I-90, Application to Replace Permanent Resident Card extending its validity is a List A document.

Last Reviewed/Updated: 10/27/2023

2.2 Create A Case

After Form I-9 is complete, the next step is to create a case in E-Verify using the information from Form I-9. E-Verify cases must be created no later than the third business day after the employee starts work for pay. Employers who learn that they inadvertently failed to create a case by the third business day after the employee started work for pay should bring themselves into compliance immediately by creating a case for the employee.

Do not create a case for an employee whose first day of employment is before the effective date of the employer's MOU.

Alert Type info

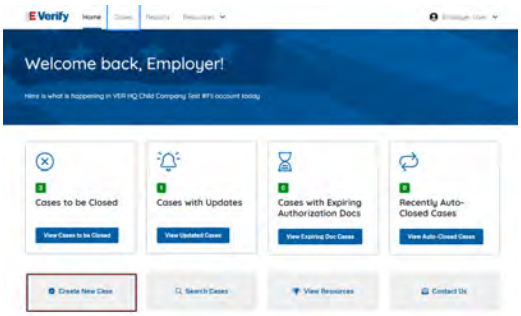
For more information on E-Verify procedures for federal contractors with the FAR E-Verify clause, refer to the E-Verify Supplemental Guide for Federal Contractors.

Follow the steps outlined below in How to Create a Case – Process Overview.

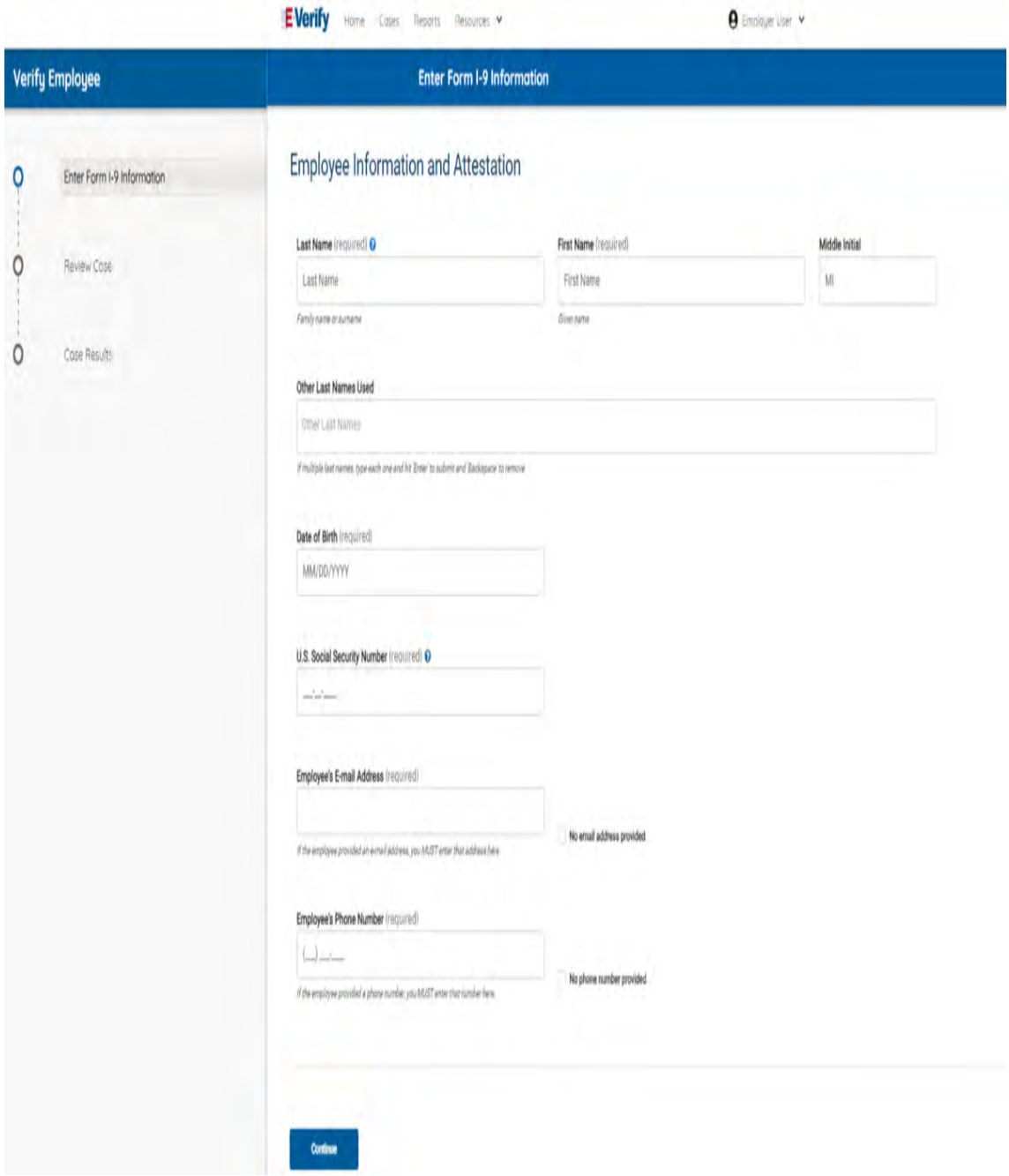
How to Create a Case - Process Overview

1. From the E-Verify home page, click **Cases** and select **Create New Case**; or

2. Click **Create New Case** from quick link below



3. Enter the employee's information from Section 1 of Form I-9. If you do not enter required information, E-Verify generates a field error message and you must enter the required information to continue with the case.



When entering more than one last name into the Other Last Names Used field, press the Tab or Enter key after each last name is added.

Alert Type info

If the employee provided an email address on Form I-9, you must enter it into E Verify. E-Verify may send the employee email notifications with information about his or her E Verify case. If

the employee did not provide an email address on Form I-9, click the box next to ***No email address provided****.*

1. Click **Continue**.

2. From Section 1 of the employee's Form I-9, choose the appropriate option for Citizenship Status.

    - A citizen of the United States
    - A noncitizen national of the United States
    - A lawful permanent resident
    - An alien authorized to work

    Click **Continue**.

3. Click **List A Document** or **List B & C Document**, using information provided in Section 2 of the employee's Form I-9. Then select the document or combination of documents provided in Section 2.

Employer or Authorized Representative Review and Verification

What document types are on John Doe's Form I-9?

List A Document | List B & C Document

List A Document

Continue

Employer or Authorized Representative Review and Verification

What document types are on John Doe's Form I-9?

List A Document | List B & C Document

List B Document

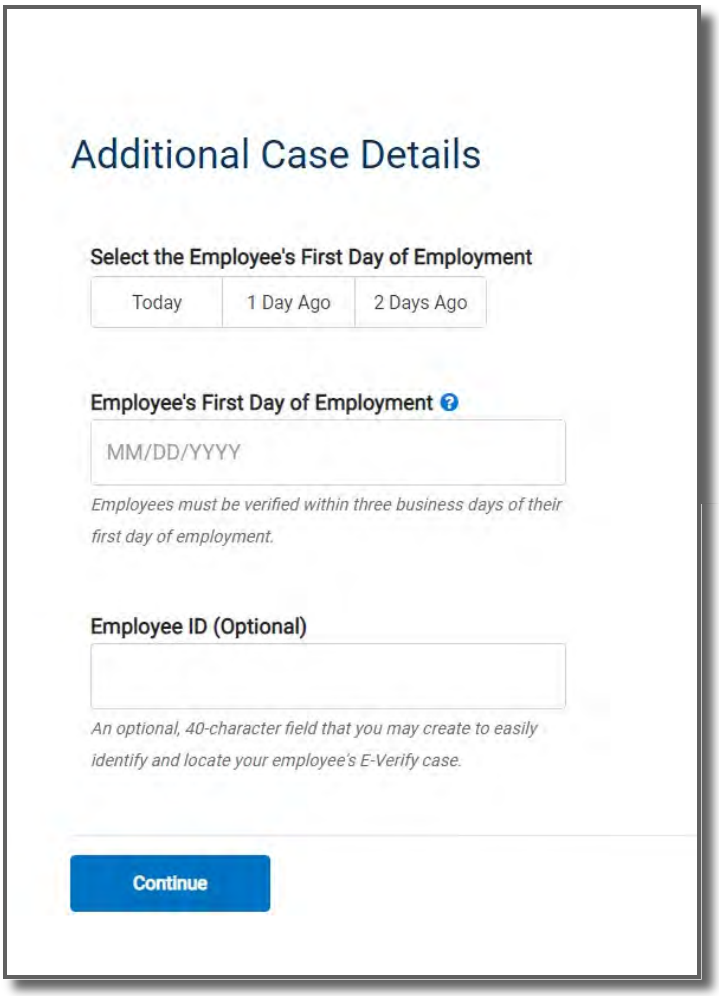
List C Document

Continue

Alert Type warning

If you select driver's license, E-Verify will prompt you to select the state. Enter the requested information and click ***Continue****.*

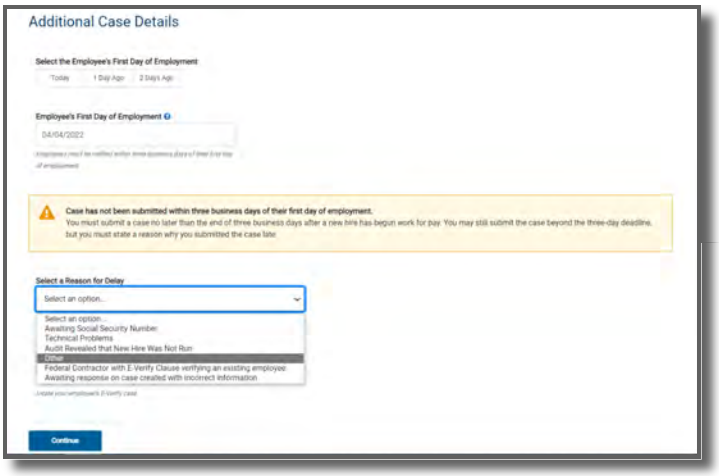
1. Type the employee's first day of employment recorded in Section 2 of Form I-9 into the Employee's First Day of Employment field. Alternatively, you may click **Today**, **1 Day Ago**, or **2 Days Ago** and the corresponding date automatically populates in the Employee's First Day of Employment field.



If the case is being created 3 or more days past the employee's first day of employment, you must provide a reason for the delay. Select one of the following reasons from the drop-down menu:

- Awaiting Social Security Number
- Technical Problems
- Audit Revealed that New Hire Was Not Run
- Other
- Federal Contractor with E-Verify Clause verifying an existing employee
- Awaiting Response on Case Created with Incorrect Information

If **Other** is selected, E-Verify requires you to type the reason in the **Reason for Delay** text box.



Alert Type info

If you enter a date more than 90 business days beyond the current date in the Employee's First Day of Employment field, E-Verify displays an error message informing this date must be between 11/07/1986 and 90 business days in the future.

- Provide Visa Number when applicable.
- The Student and Exchange Visitor Information System (SEVIS) ID number is an optional field.

Employee ID is an optional field for users who wish to assign an internal tracking code to a case. If desired, enter a unique identifier assigned to this case.

Click **Continue**.

Alert Type info

For additional information simply click any help text symbol.

Reminder

- Complete Form I-9 before creating a case in E-Verify.
- Enter the employee's email address if provided on Form I-9 or indicate "No email address provided."
- Create cases for all newly hired employees no later than the third business day after the employee's first day of employment.

Last Reviewed/Updated: 04/09/2025

2.2.1 Employee's First Day Of Employment

The employee's first day of employment is the date the employee begins working in exchange for wages or other remuneration. The employee's first day of employment is recorded in Section 2 of Form I-9.

Certification: I attest, under penalty of perjury, that (1) I have examined the documentation presented by the above-named employee, (2) the above-listed documentation appears to be genuine and to relate to the employee named, and (3) to the best of my knowledge, the employee is authorized to work in the United States.		First Day of Employment (mm/dd/yyyy):
Last Name, First Name and Title of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)
Employer's Business or Organization Name	Employer's Business or Organization Address, City or Town, State, ZIP Code	

If Form I-9 is completed after the employee accepts the offer of employment, but before the actual start of work for pay or other remuneration, it is possible that the first day of employment recorded on Form I-9 could change after the employer created the case in E-Verify. If this happens, no additional action is required in E-Verify as the first day of employment cannot be changed once the case has been submitted. If the employee's first day of employment changes, employers should correct the date originally indicated as the employee's first day of employment in the certification block in Section 2 on the employee's Form I-9. Consult the Handbook for Employers (M-274) or visit www.uscis.gov/i-9central for more information.

Employees whose first day of employment was on or before November 6, 1986, are not subject to Form I-9. Therefore, employers may not create E-Verify cases for these employees based on this employment. Individuals hired for employment in the Commonwealth of the Northern Mariana Islands (CNMI) on or before November 27, 2009, are not subject to Form I-9 and their employers may not create cases in E-Verify for them based on this employment.

Last Reviewed/Updated: 06/05/2024

2.2.2 E-Verify Photo Matching

E-Verify photo matching will prompt the E-Verify user to compare the employee's photo document with a photo displayed during creation of the E-Verify case. This helps ensure that the document the employee provided matches records available to DHS.

The four List A documents that will trigger photo matching are the U.S. passport, passport card, Permanent Resident Card (Form I-551) and Employment Authorization Document (EAD) (Form I-766). When the employee presents one of these documents, employers must copy the front and back of the document (or in the case of a U.S. passport, copy the Passport ID page and the Passport Barcode page) and retain the copies with Form I-9. If the employee's Form I-9 information matches records available to DHS, E-Verify displays the employee's photo from the document presented.

To match photos, compare the photo displayed by E-Verify to the photo on the employee's actual document or a copy of the employee's document and determine if the photos are reasonably identical. The photos should be identical with only minor variations in shading and detail based upon the age and wear of the employee's document and the quality of your computer monitor.

Note that a watermark has been added to the photo displayed in E-Verify to prevent unauthorized use. The photo on the document presented by the employee should not have a watermark. Absence of a watermark on the photo from the employee's document does not mean that the document is not genuine.

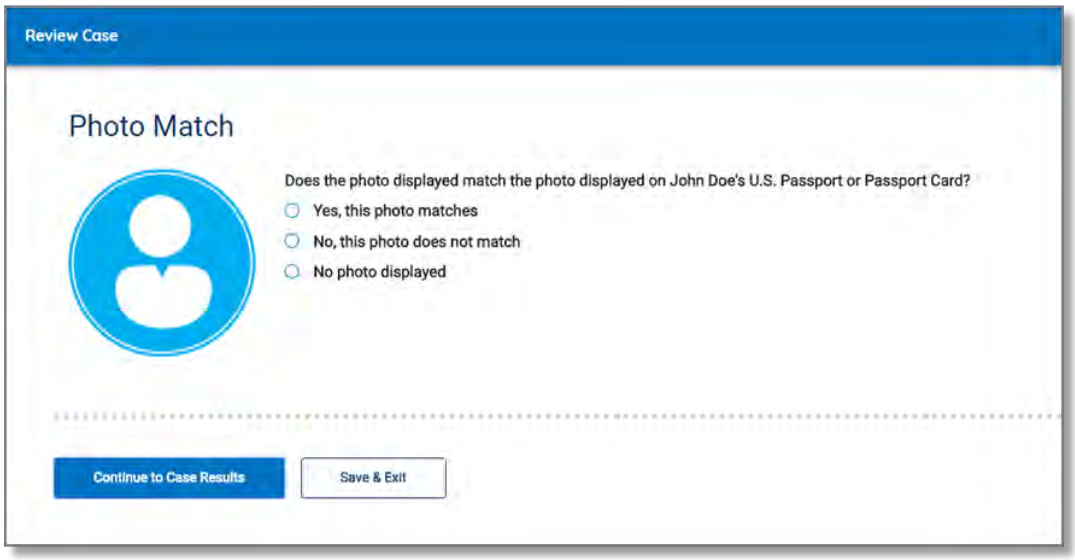
Do not compare the photo displayed by E-Verify to the actual employee. Employers should have directly compared the photo on the document to the employee during Form I-9 completion and prior to creating the E-Verify case. Photo Matching - Process Overview provides a summary.

PHOTO MATCHING – PROCESS OVERVIEW

After a selection is made, one of the following case results will appear: Each case result requires different actions or steps to continue or close the case. These actions are outlined in each case result section throughout this manual.

- E-Verify prompts you to compare a photo displayed in E-Verify with the employee's Form I 9 photo document. You must obtain a copy of the employee's document and retain it with Form I-9.

- Account for minor variations in shading and detail between the two photos.
- Select the option next to the appropriate response.
- Click **Continue to Case Results**.



  - **Yes, this photo matches** – The photo on the employee's actual document or a copy matches the photo displayed by E-Verify. Clothing, hair style, facing direction and appearance on the card should be identical to the photo displayed by E Verify.
  - **No, this photo does not match** – The photo on the employee's actual document or a copy does not match the photo displayed in E Verify.
  - **No photo displayed** – No photo was displayed for the E-Verify user to compare with the employee's document provided. This option should be selected when E-Verify either displays no photo or it displays an image of something other than a photo of a person, such as an image of a document.

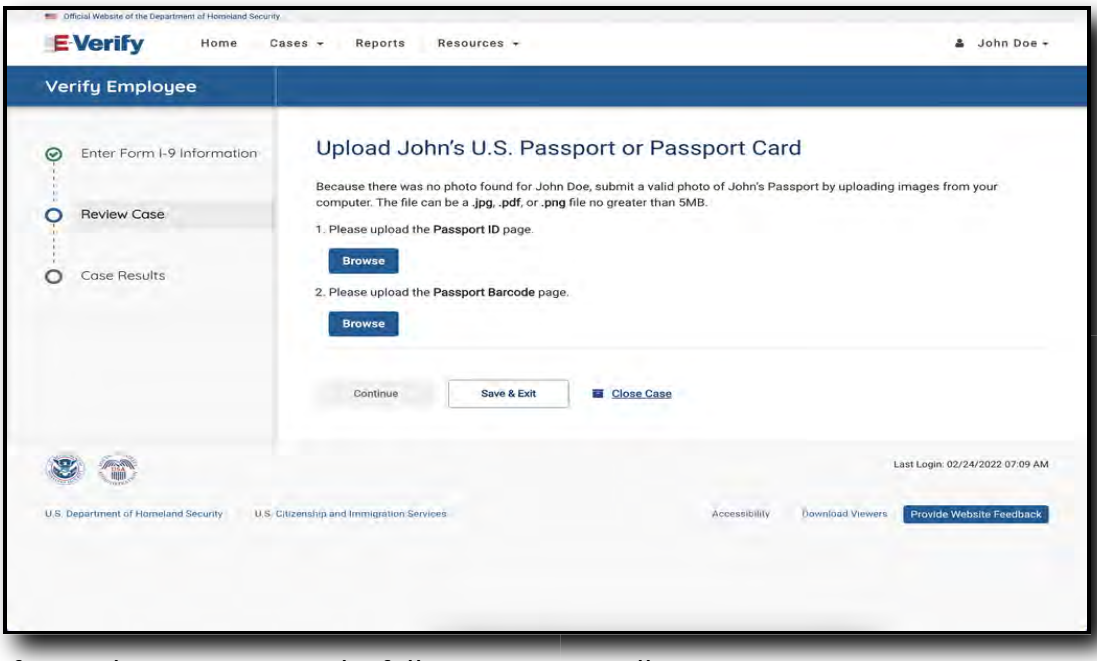
Alert Type info

- For most documents presented, E-Verify requests an image of both the front and back. If you are entering a U.S. passport or passport card, E-Verify will request an image of the Passport ID page and the Passport Barcode page.
- If you select **No, this photo does not match** or **No photo displayed**, E-Verify prompts you to upload a photo of your employee's document and click **Continue**.
- If you do not make a selection and click **Continue to Case Results**, the case will receive a status of Photo Matching Required. See Section 4.2 Case Alerts and View/ Search Cases for guidance on how to search for and view existing cases in E-Verify. If

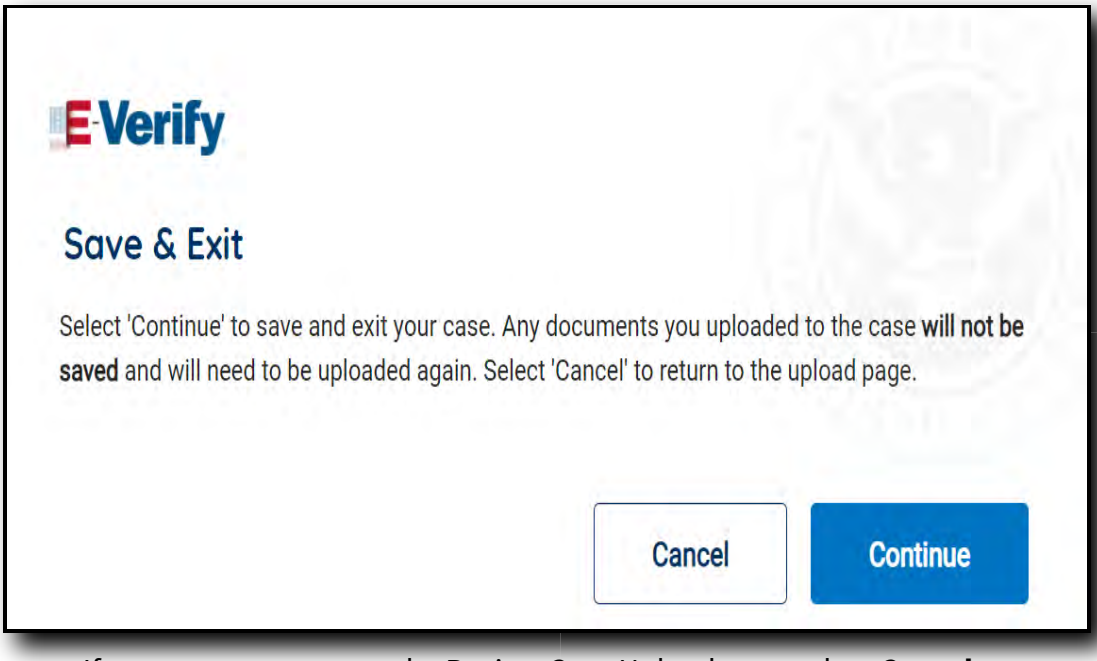
you select **Save & Exit**, any uploaded documents will not be saved and must be uploaded again.

- Click **Continue** or **Save & Exit** or **Close Case.**

- Click **Continue** or **SAVE & Exit or Close Case**.



- If you select Save & Exit, the following screen will appear:



  - If you want to return to the Review Case Upload page select **Cancel**.
  - To save and exit this case, select **Continue**. Any documents you uploaded to the case will not be saved and will need to be uploaded again.

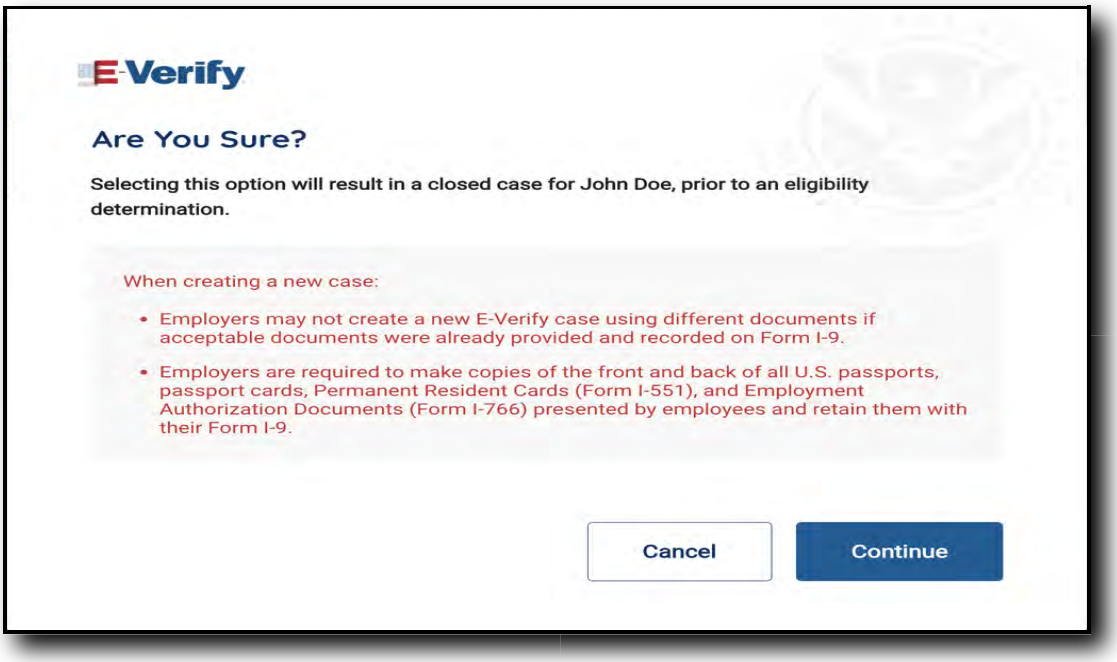
Alert Type info

Each file must be a .jpg, .pdf, or .png file that is no greater than 4MBs.

Alert Type warning

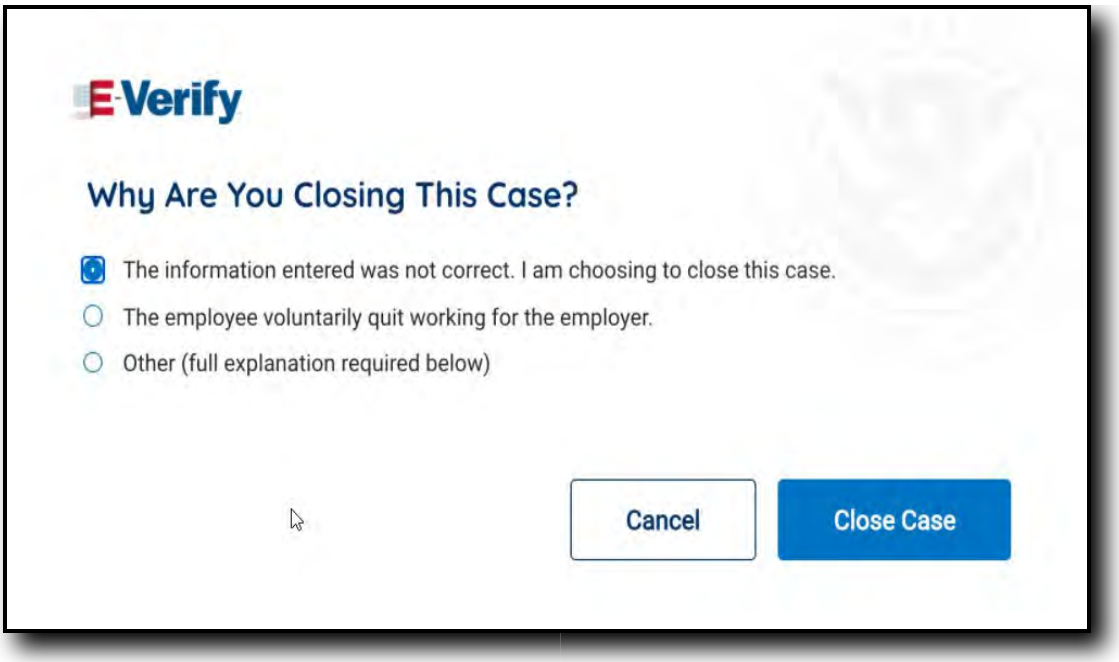
Compare the photo displayed in E-Verify with the employee's Form I-9 photo document, not to the actual employee.

- If you select **Close Case**, the following screen will appear:



If you want to return to the Review Case Upload page select Cancel.

- To close this case, select Continue and the following screen will appear:



If you want to return to the Review Case Upload page, select Cancel.

- To close this case, select the appropriate option, indicating why you are closing this case, and select Close Case.

Alert Type info

If you select Other, E-Verify requires you to type the reason in the text box.

- EMPLOYMENT AUTHORIZED, Section 3.1
- TENTATIVE NONCONFIRMATION (MISMATCH), Section 3.3

Reminder

- Employees always have a choice of which acceptable documents to present for Form I-9; employers must **not** ask or require workers to present documents that activate photo matching.
- Make a copy of all U.S. passports, passport cards, Permanent Resident Cards (Form I-551) and Employment Authorization Documents (Form I-766) presented by employees and retain them with Form I-9.
- The photo will display automatically in E-Verify during the verification process.
- Only compare the employee's Form I-9 photo document to the photo displayed in E-Verify.

Last Reviewed/Updated: 08/26/2024

2.2.3 Review Case- And Are You Sure? Alert

Users are prompted to review and confirm that the information entered is correct and may edit case details before submitting the case. If the information entered does not immediately match official government records that E-Verify can access, the Review Case – Is the information below correct? screen appears so the user can confirm that the information entered matches the Form I-9. Users may either confirm that the information matches Form I-9 or change the information in the prompted fields if they entered the information incorrectly. Follow the steps in the Review Case – Process Overview.

REVIEW CASE - PROCESS OVERVIEW

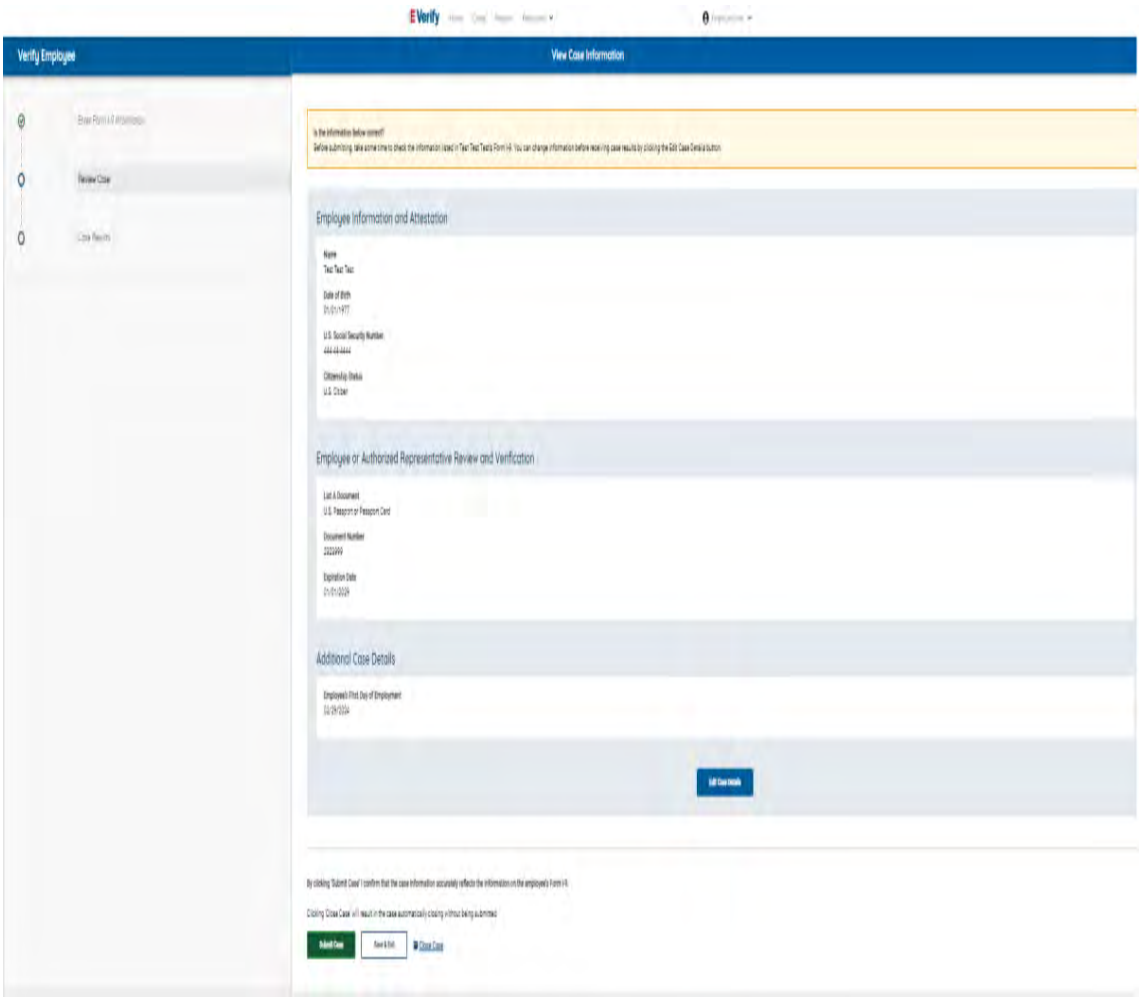
- Review information entered into E-Verify and confirm it matches information entered on the employee's Form I-9.
- Click **Edit Case Details** to make corrections, if necessary, then click **Continue** to return to the Review Case screen.
- Click **Submit Case**.

Alert Type info

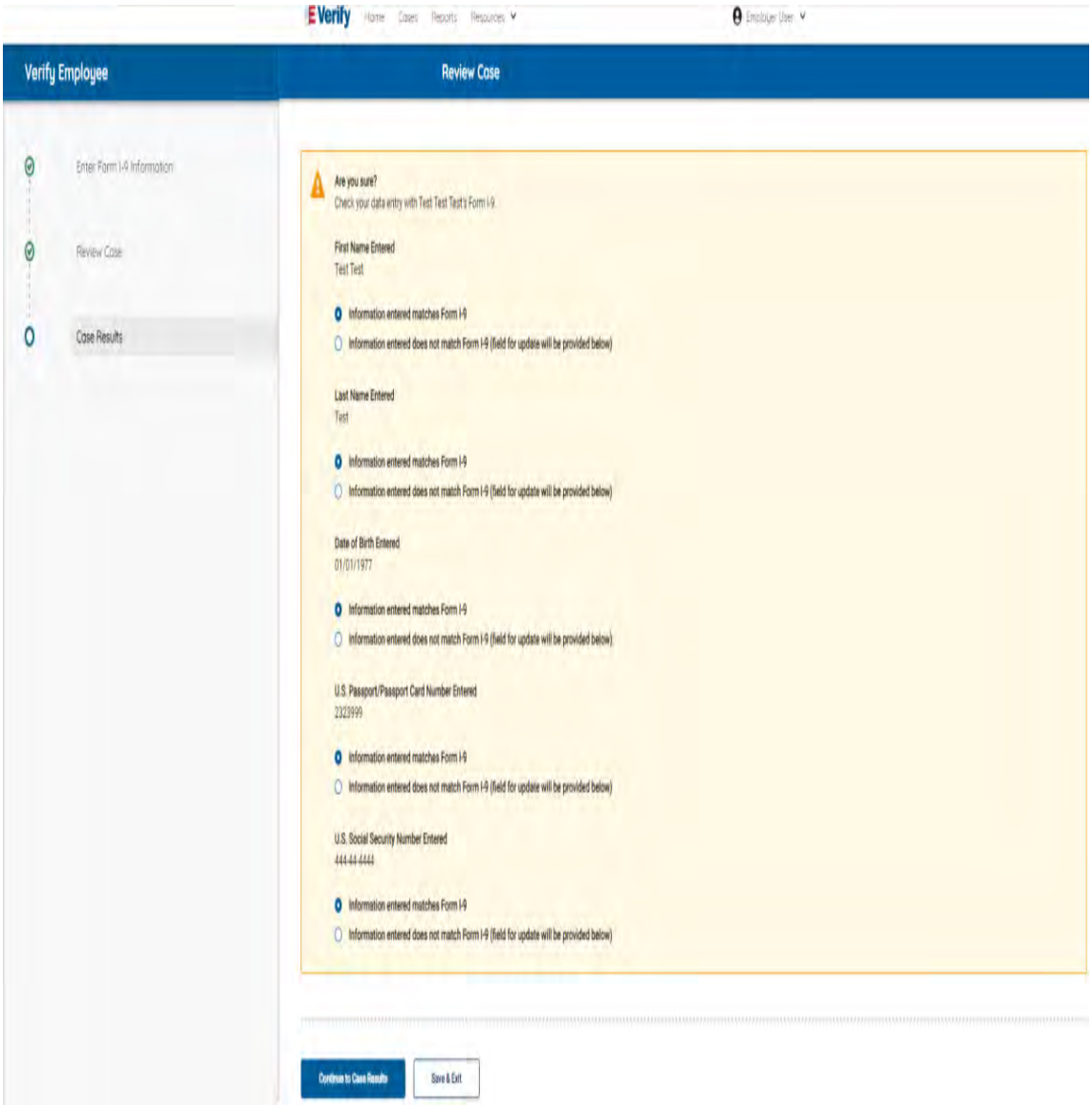
E-Verify will automatically close any case in draft status that is open and has not been updated within 180 federal government working days.

Alert Type warning

If you need more time to verify the information is correct, you may click **Save & Exit** to save the case as a draft. You can locate the case later under View Cases. Any case in draft status that is open and has not been updated within 180 federal government working days will be automatically closed. If you determine you no longer need to submit the case, you may click the **Close Case** link and the case will be closed without being submitted.



- If information entered does not immediately match official government records that E-Verify can access, E-Verify will prompt you with a second alert asking you to confirm the information is correct.
- Review information on the screen to ensure it matches what the employee entered in Section 1 of Form I-9. Select the appropriate option, indicating whether the information displayed matches the Form I-9. If the information does not match what was entered on Form I-9, correct the field in the alert to match the Form I-9.
- Click **Continue to Case Results**.



If you do not select an option, a message will appear instructing you to select an option before you can continue.

If you need more time to verify the information is correct, you may click **Save & Exit** to exit this case. You can locate the case later under View/Search Cases. If you do not click **Continue to Case Results** or **Save & Exit**, the case will receive a status of Case Incomplete. See Section 4.2 Case Alerts and View/Search Cases for guidance on how to search for and view existing cases in E-Verify.

Last Reviewed/Updated: 06/05/2024

2.3 Duplicate Cases Found Alert

A Duplicate Cases Found alert appears for a case that contains information found in one or more cases created within the last 365 days under the same employer account. If an employer receives a Duplicate Cases Found alert, there may be valid reasons for them to create a new case for the same employee, such as if the previous case contains incorrect information. Review the situation and decide whether to continue with the present case and close any open duplicate cases that may have been created in error. Follow the steps in the Duplicate Cases Found alert – Process Overview.

Duplicate Cases Found Alert - Process Overview

1. **The Duplicate Cases Found alert**

   The Duplicate Cases Found alert displays all cases created under this employer account within the last 365 days using duplicate case information. Before proceeding with a new case, review all duplicate cases to determine whether a duplicate case is needed. If a new duplicate case is still warranted, all open duplicate cases must be closed prior to creating a new duplicate case.

2. **Review All**

   To review all (open and closed) duplicate cases, click ‘Review and Manage Duplicate Cases.’

3. **Close an individual case**

   To close an individual case, click the ‘Close Case’ hyperlink.

4. **To continue with a previously created case**

   To continue with a previously created open duplicate case, click the ‘Continue Case’ hyperlink.

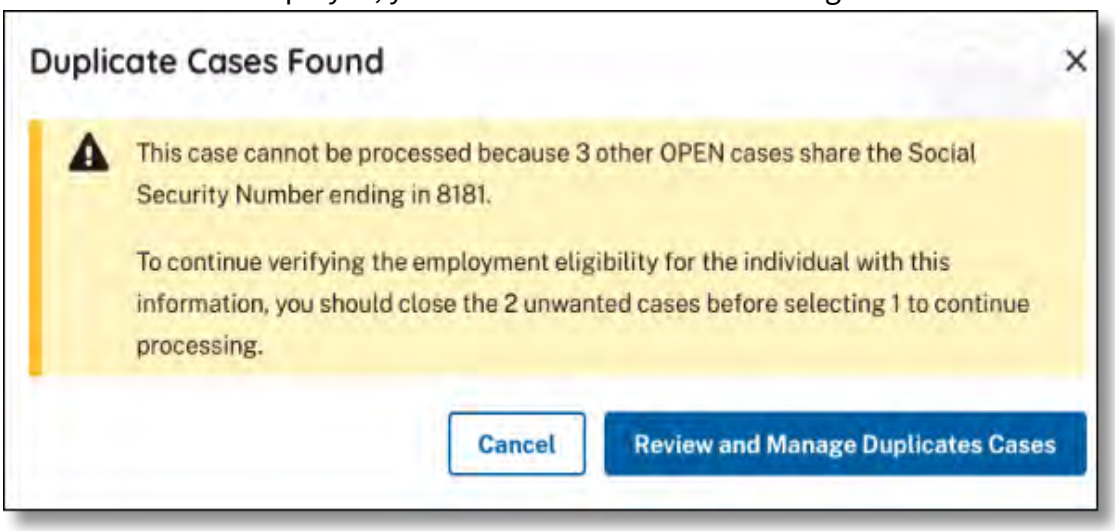
5. **Decide to continue with case**

If you decide to continue processing a duplicate case listed in this alert, you must select a reason for continuing a duplicate case.

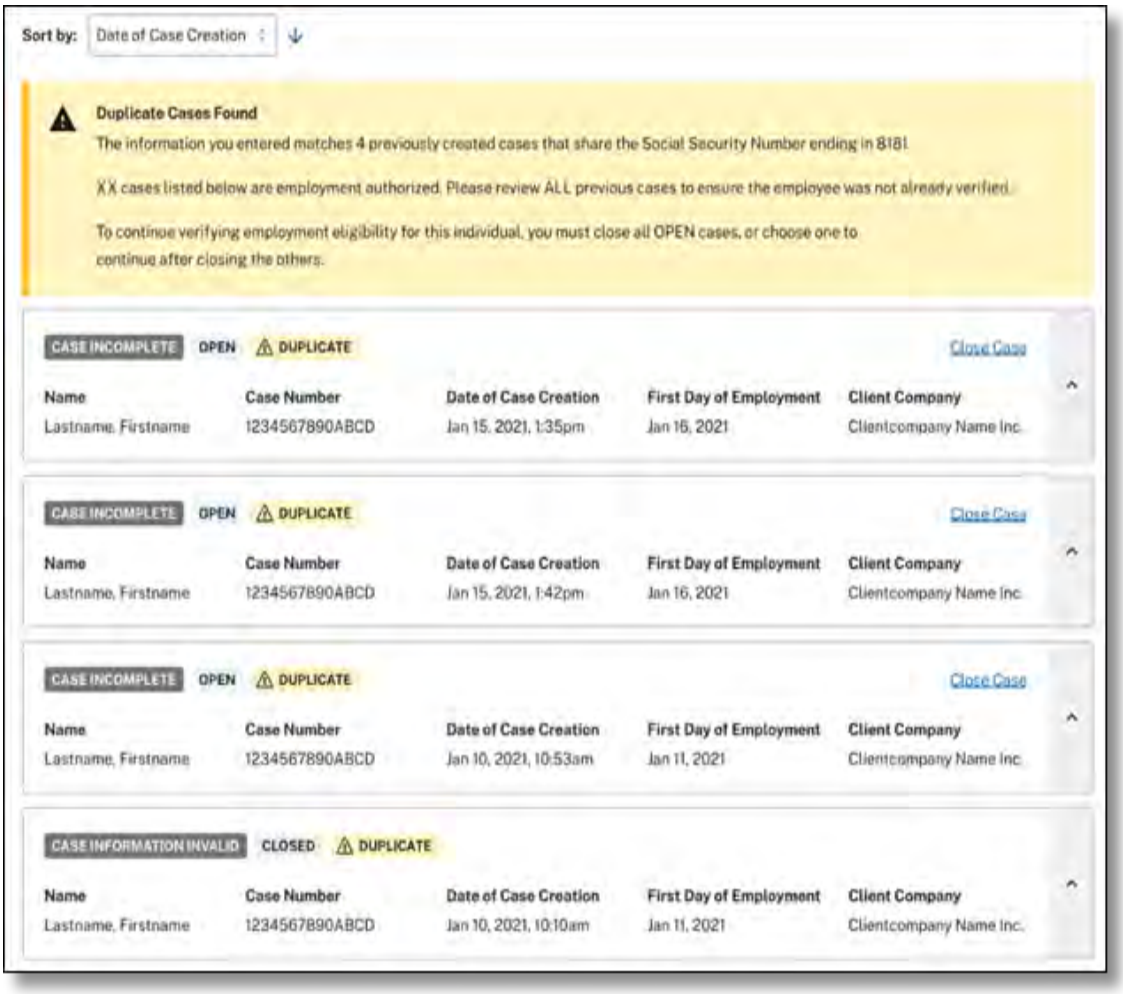
Alert Type info

Program administrators and general users can update and close all cases previously created under the same employer account, regardless of who created the case.

- If a duplicate case is identified during the case creation process and there is an open case for the same employee, you will receive the below message:



- Select Cancel to completely back out of the case (nothing is saved) or
- Select Review and Manage Duplicate Cases to see a list of duplicate cases. The image below shows an example of the Review and Manage Duplicate Cases screen.



- From this page, view Open and Closed duplicate cases created on the employee during the 365-day lookback period.

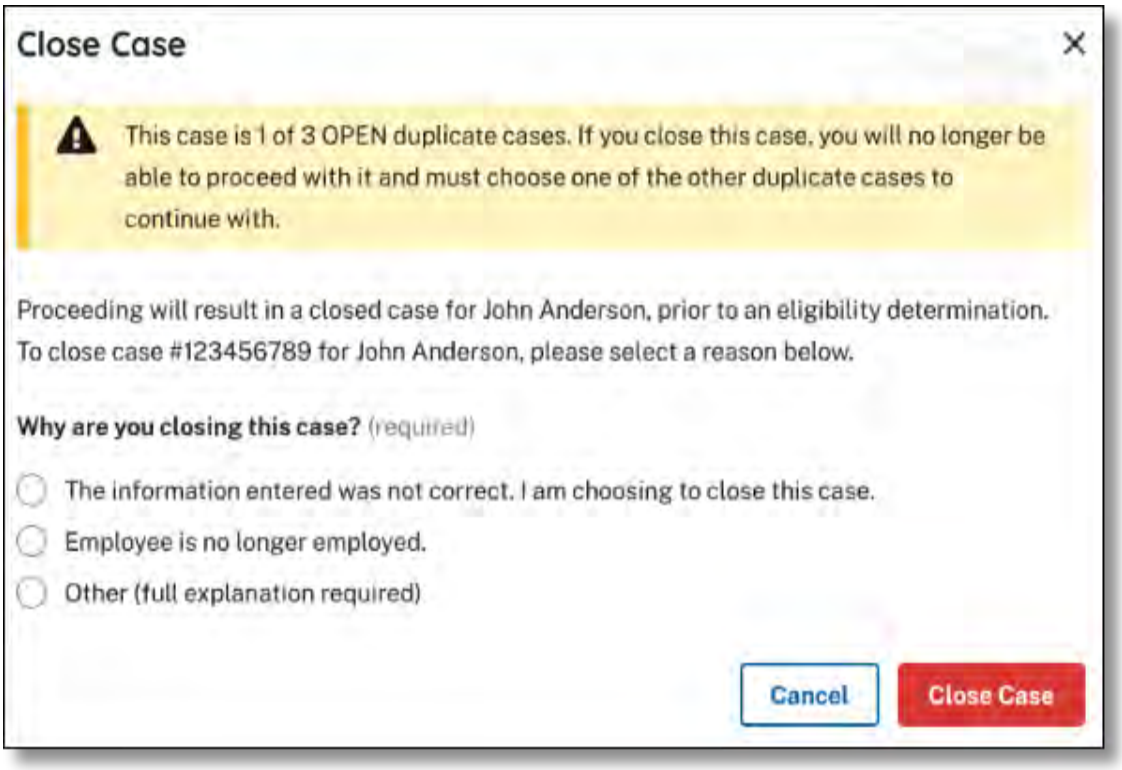
Alert Type info

You cannot continue a case without closing the open cases. You can continue a case if it is the only open case.

Select one of the reasons below why you are closing this case?

Select one of the reasons below why you are closing this case?

- The information entered was not correct. I am choosing to close this case.
- Employee is no longer employed
- Other (full explanation required)

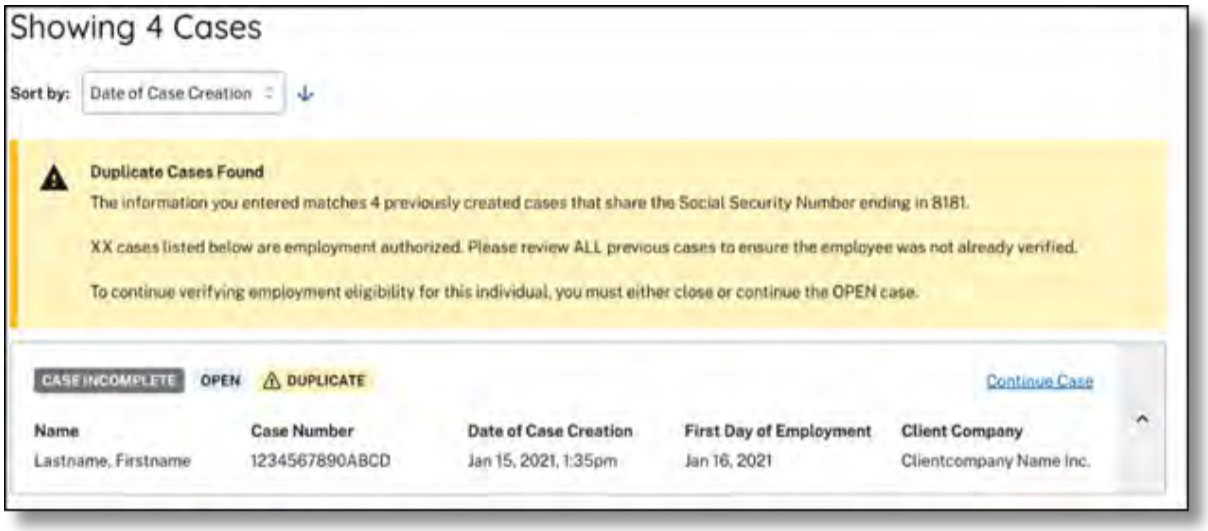


How to continue with a previously created duplicate case

- From the 'Manage Duplicate Cases' page, decide to continue with a previously created duplicate case.
- To continue with a previously created open duplicate, select 'Continue Case'.
- After clicking continue case, you will be taken to the case's last process step.

Alert Type info

This can only occur if there is only one open duplicate



Last Reviewed/Updated: 06/05/2024

2.4 Error: Close Case And Resubmit

If the expiration date entered for the employee's U.S. passport, passport card or driver's license is incorrect, E-Verify prompts an Error: Close Case and Resubmit case result and processing of the case cannot continue.

Because document information for a case that has already been submitted cannot be changed, the case must be closed and a new case created with correct information. The employer should select the closure statement option,The case is being closed because the data entered is incorrect, and close this case. Now, the employer can create a new case for this employee using the correct document expiration date.

Alert Type warning

E-Verify can confirm the employment eligibility of this employee once the new case is created and the correct document expiration date has been entered.

Last Reviewed/Updated: 06/05/2024

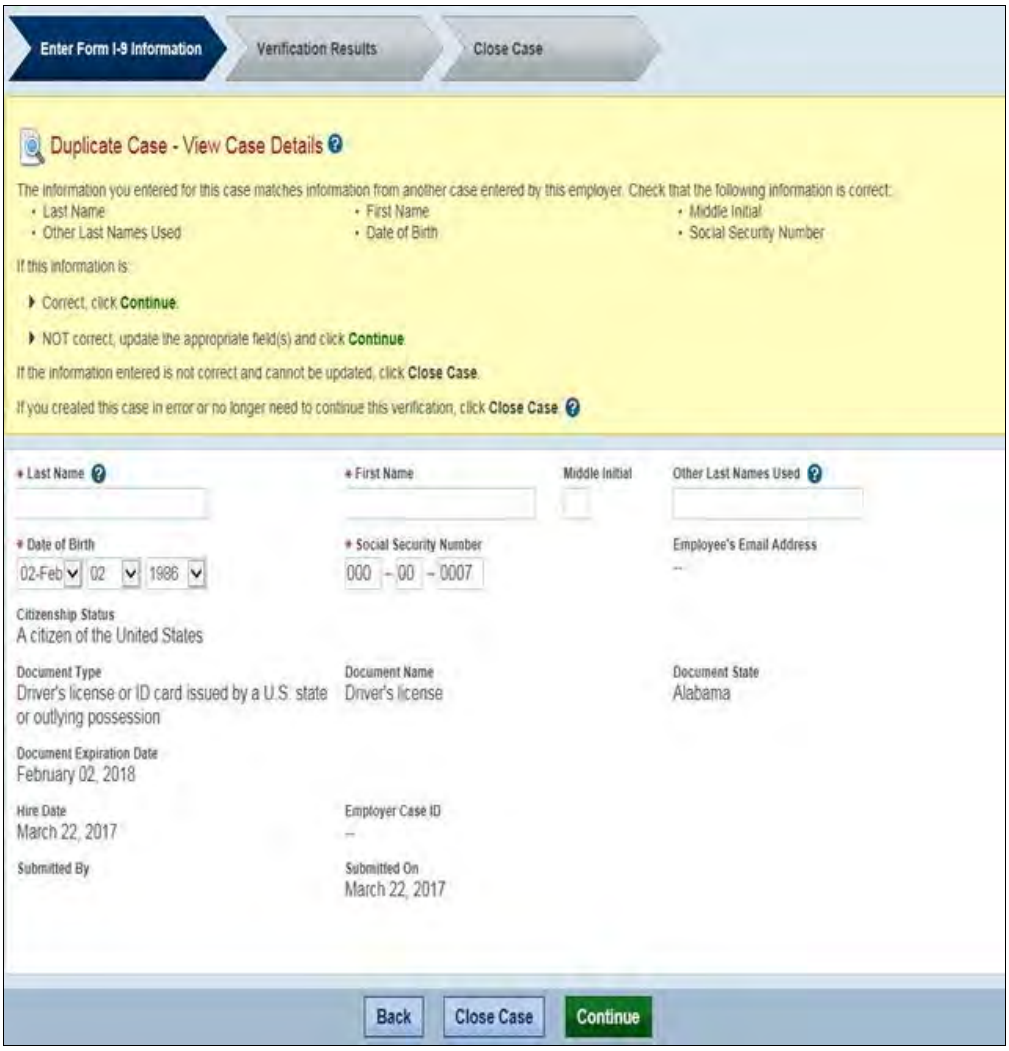
2.5 Duplicate Case Alert

A duplicate case alert appears for a case that contains the same Social Security number of a previous case entered for the same employer account. A duplicate case alert can occur for several reasons. Receiving a duplicate case alert does not necessarily mean that you should not proceed with the new case and close it. There may be instances when the employer must create a new case for the same employee, such as in the case of a rehire or if the previous case contains incorrect information. Review the situation and decide whether to continue with the case. Follow the steps in the Duplicate Case Alert – Process Overview.

Duplicate Case Alert - Process Overview

- E-Verify prompts you to review the case information and determine whether you will continue with the case. You may need to contact the user that created the previous case.

- Click View Case Details to review the case information. If the information is incorrect, update the appropriate information, then click Continue.



- If you determine that you need to continue with the case, click Continue and select a reason from the options presented in E-Verify.
- If you think the case is truly a duplicate and you no longer need to continue the verification process, close the case by clicking Close Case.

Last Reviewed/Updated: 06/04/2024

3.0 Case Results

E-Verify checks information entered against records available to DHS and SSA. Once a case is created, a result is displayed. The chart below provides an overview of the case results that E-Verify may return. This section provides additional information on each case result.

Case Results - Overview

Employment Authorized	The employee's information matched records available to DHS and/or SSA.
E-Verify Needs More Time	This case was referred to DHS for further verification.
Tentative Nonconfirmation (Mismatch)	Information did not match records available to DHS and/or SSA. Additional action is required.
Case in Continuance	The employee has contacted DHS or visited an SSA field office, but more time is needed to determine a final case result.
Close Case and Resubmit	DHS or SSA requires that you close the case and create a new case for this employee. This result may be issued when the employee's U.S. passport, passport card, or driver's license information is incorrect.
Final Nonconfirmation	E-Verify cannot confirm the employee's employment eligibility after the employee has contacted DHS or visited SSA.

Related Resources

Social Security Administration Resumes E-Verify Operations

Last Reviewed/Updated: 06/05/2024

3.1 Employment Authorized

Most E-Verify cases receive a case result of Employment Authorized. Employment Authorized means that the information entered into E-Verify matched records available to DHS and/or SSA confirming employment eligibility of the employee whose information was entered. E-Verify automatically closes cases resulting in Employment Authorized. You can locate the closed case and view case details in View/Search Cases. See Section 4.2 Case Alerts and View/Search cases for guidance on how to search for and view existing cases in

E-Verify. At this stage, you should record the case number on this employee's Form I-9 or print out the Case Details page and attach it to the Form I-9.

Alert Type info

Automatic closure only applies to employers directly accessing E-Verify to create cases. If you are using web service software to create cases, you must manually close all cases, including cases resulting in employment authorized.

Last Reviewed/Updated: 06/05/2024

3.1.1 Employment Authorized - Request Name Review

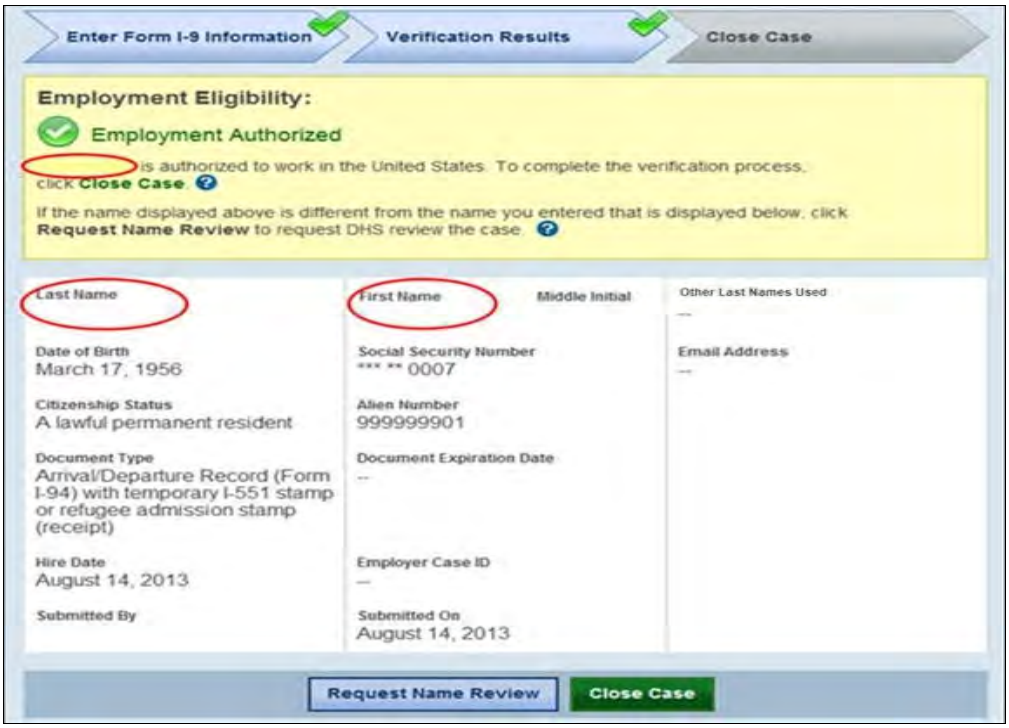
In some cases E-Verify issues a case result of Employment Authorized, but the name returned in E-Verify does not match exactly the name on Form I-9. This happens when the information matches, but there are name variations in DHS records. In this case, request a review of the employee's name so E-Verify can issue a final case result. To request a name review, follow the steps outlined in the Request Name Review - Process Overview.

Alert Type info

Do not use this functionality in a discriminatory manner (e.g., based on an individual's race, national origin or ethnicity).

Request Name Review - Process Overview

- Compare the name displayed in the yellow box with the name you entered which is shown in the white box.
- If the names match, click Close Case.
- If the names do not match, request DHS review of the case by clicking Request Name Review.



- Enter the specific reason for the name review request into the Comments field.

- Click Continue.

A case sent to DHS for name review will be updated with one of the following results:

- Employment Authorized, Section 3.1
- DHS and SSA Tentative Nonconfirmation (Mismatch), Section 3.3

Each case result requires different actions or steps to continue or close the case. These actions are outlined in the case result sections throughout this manual.

Request Name Review Summary

Employer Action

- Determine if a name review is required (if not required, close case)
- Click Continue
- Input reason for name review request in Comments field
- Click Continue
- Follow steps outlined in E-Verify Needs More Time

Employee Action

- None

Last Reviewed/Updated: 06/05/2024

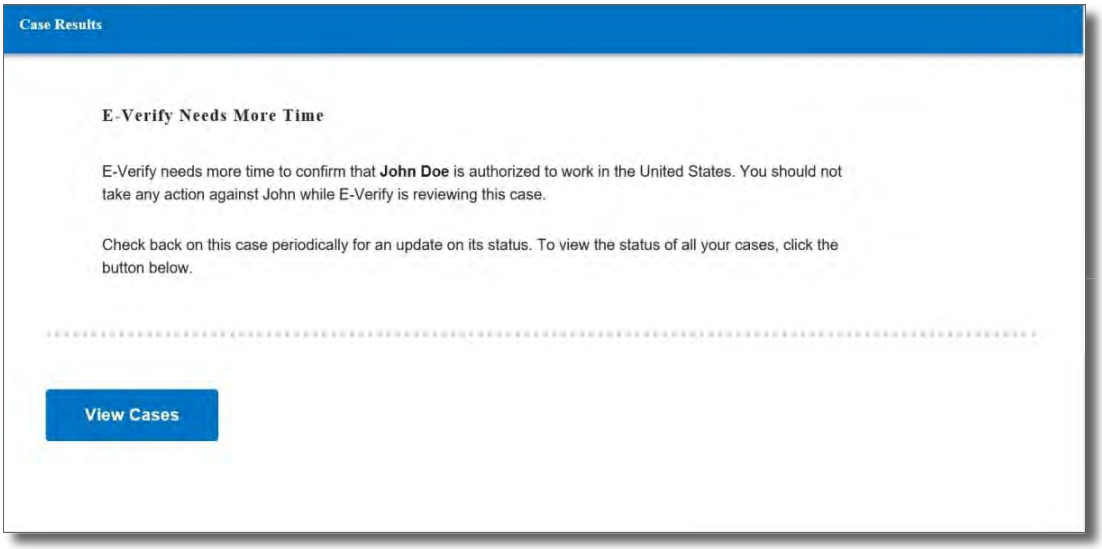
3.2 E-Verify Needs More Time

A case result of E-Verify Needs More Time means that DHS cannot verify the data and needs more time. The case is automatically referred for further verification. DHS will respond to most of these cases within 24 hours, although some responses may take up to 3 federal government working days. No action is required by either you or the employee at this time, but you can check E-Verify daily for a response. Employers may not terminate or take any other adverse action against an employee (such as denying work, delaying training, withholding pay, or otherwise assuming that he or she is not authorized to work) because of the mismatch, until the mismatch becomes a Final Nonconfirmation. See E-Verify Needs More Time – Process Overview.

E-Verify Needs More Time - Process Overview

- E-Verify displays a E-Verify Needs More Time case result in the View/Search Cases screen. See Section 4.2 Case Alerts and View/Search Cases for guidance on how to search for and view existing cases in E-Verify.
- When you open a case with a E-Verify Needs More Time case result, E-Verify displays

the E-Verify Needs More Time screen below.



- Check E-Verify for changes to case results.
- DHS may take 3 federal government working days to respond.
- Follow the next step based on the case result provided.

After the 3 federal government working days, a E-Verify Needs More Time case result will provide one of the following case results:

- **Employment Authorized, Section 3.1**
- **Tentative Nonconfirmation (Mismatch), Section 3.3**
- **Case in Continuance, Section 3.4**

Each case result requires its own actions or steps to continue or close the case. These actions are outlined in the case result sections throughout this manual.

E-Verify Needs More Time Summary

Employer Action

- Check E-Verify for case result updates
- Follow next steps based on case result provided
- An employer may not take adverse action against an employee because of a E-Verify Needs More Time result

Employee Action

- None

Last Reviewed/Updated: 06/05/2024

3.3 Tentative Nonconfirmation (Mismatch)

A mismatch means that the information entered into E-Verify does not match records available to DHS and/or SSA. It is possible for an employee to receive a dual mismatch, which means the case received a mismatch result from both agencies at the same time because information entered into E-Verify does not match records available to both DHS and SSA. E Verify identifies the agency or agencies associated with the mismatch in the mismatch Further Action Notice. When E-Verify displays a mismatch case result, the employer must first notify the employee and complete the referral process as soon as possible within 10 federal government working days after E-Verify issued the mismatch result.

A case can result in a mismatch with DHS because:

- Name, Alien Number, Form I-94 number and/or foreign passport number are incorrect in DHS records.
- U.S. passport, passport card, driver's license, state ID, or foreign passport information could not be verified.
- Information was not updated in the employee's DHS records.
- Citizenship or immigration status changed.
- Record contains another type of error.
- Employer entered information incorrectly in E-Verify.
- Photo did not match.

A case can result in a mThe employee's citizenship or immigration status was not updated with SSA.

- The employee did not report a name change to SSA.
- The employee's name, Social Security number and/or date of birth are incorrect in SSA records.
- SSA records contain another type of mismatch.

- The employer entered the employee's information incorrectly in E-Verify.ismatch with SSA because:

Alert Type info

Employers may not terminate, suspend, delay training, withhold or lower pay, or take any other adverse action against an employee because the employee received a mismatch. If the mismatch becomes a Final Nonconfirmation, the employer may terminate the employee.

If the employee chooses not to take action on the mismatch, the employer may terminate employment with no civil or criminal liability as noted in "Responsibilities of the Employer," Article II, Section A paragraph 13 of the MOU. The case can be treated as a Final Nonconfirmation and the employer should close the case in E-Verify.

If the employee does not give the employer their decision by the end of the 10th federal government working day after E-Verify issued the mismatch result, the employer should close the case in E-Verify. E-Verify will be unable to confirm the employee is authorized to work in United States and the employer can terminate employment.

For more information, see Section 4.1 Close Case.

The following sections outline the specific steps required when a mismatch case result is received.

Related Resources

Social Security Administration Resumes E-Verify Operations

Last Reviewed/Updated: 06/05/2024

3.3.1 Notify Employee Of Mismatch

You must notify the employee about their Tentative Nonconfirmation (Mismatch) result as soon as possible within 10 federal government working days after E-Verify issued the mismatch by following the steps in Notify Employee of mismatch – Process Overview.

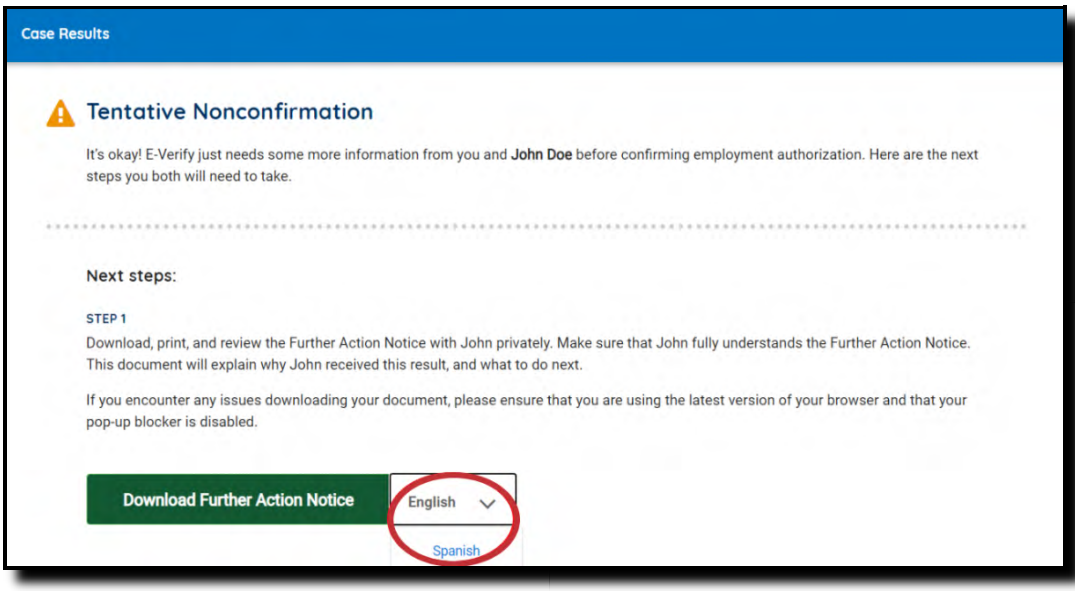
Notify Employee of Mismatch - Process Overview

- Download and print the Further Action Notice.

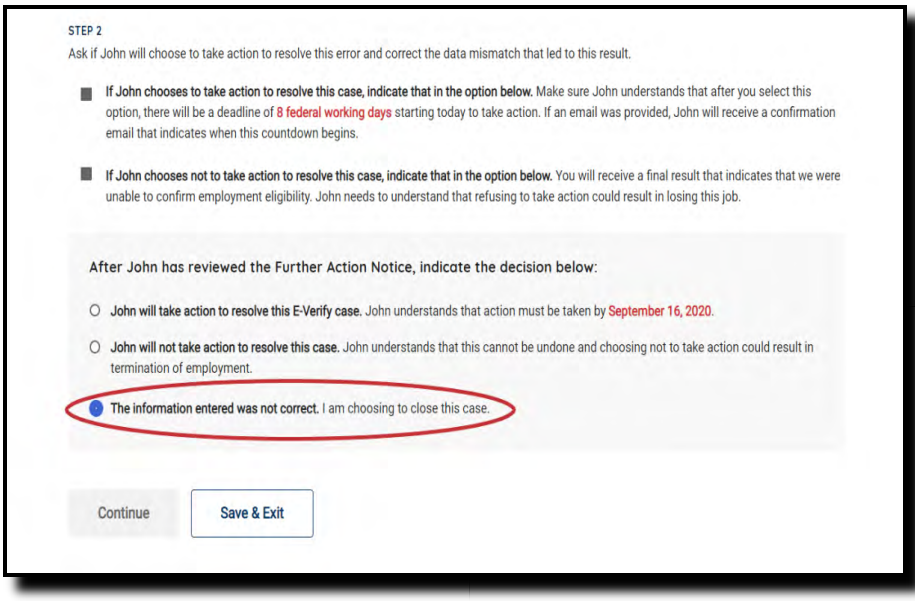
Alert Type info

The Further Action Notice prints in English by default, but may also be printed Spanish.

- To print in English, click **Download Further Action Notice**.
- To print in Spanish, click the down arrow next to English and select **Spanish**, then click **Download Further Action Notice**.



- Review the Further Action Notice with the employee in private and instruct the employee to confirm whether the information listed at the top is correct.
- If you determine that you entered information incorrectly, select the statement indicating the information was not correct, then click **Close Case**. The case will be closed due to incorrect data.



If the employee cannot read, you must read the Further Action Notice to the employee. If the employee does not speak English as his or her primary language and has a limited ability to read or understand the English language, provide the employee with a translated version of the Further Action Notice in the appropriate language, which is available in View Essential Resources.

Alert Type info

You may provide the Further Action Notice to the employee in person, by fax, email, overnight or next-day delivery service, as long as you take proper precautions to ensure the employee's information is protected.

- Instruct the employee to indicate whether he or she will take action to resolve the mismatch, then have the employee sign and date the Further Action Notice printed in English.
- Provide the employee a copy of the signed Further Action Notice in English (and a translated version, if appropriate).
- Attach the original signed Further Action Notice to the employee's Form I-9.

If the employee does not tell you whether they will take action by the end of the 10th federal government work day after E-Verify issued the mismatch result, you should close the case in E-Verify.

Alert Type info

If you need to exit the case for any reason, you may click Save & Exit. You can locate the case later under View/Search Cases. See Section 4.2 Case Alerts and View/Search Cases for guidance on how to search for and view existing cases in E-Verify.

Notify Employee of Mismatch Summary

Employer Action within 10 Federal Government Working Days After E-Verify Issued the Mismatch Result:

- Download and print the Further Action Notice and confirm whether the information listed at the top is correct
- Privately notify employee of the mismatch
- Have employee review and confirm whether the information listed at the top is correct
- Instruct the employee to indicate his or her decision to take action or not and to sign and date the Further Action Notice
- Provide the employee with a copy of the signed Further Action Notice in English (and a translated version, if appropriate)
- Keep the original signed Further Action Notice on file with Form I-9
- Instruct the employee that they must tell you their decision as soon as possible by the 10th federal government working day after E-Verify issued the mismatch result or you will close the case in E-Verify.
- Close the case in E-Verify if the employee does not give you their decision by the end of the 10th federal government working day.

Employee Action within 10 Federal Government Working Days After E-Verify Issued the Mismatch Result:

- Confirm if the information on the Further Action Notice is correct
- Decide whether to take action to resolve the mismatch or not and indicate choice on the Further Action Notice
- Acknowledge the mismatch case result by signing and dating Further Action Notice

Last Reviewed/Updated: 06/06/2024

3.3.2 Confirm Employee Decision

After the employee is notified of the mismatch and decides whether to take action to resolve the case result, the employee should acknowledge the decision on the Further Action Notice. Employees who choose to take action on a mismatch are referred to DHS and/or SSA. If a dual mismatch is received, the employee will be referred to both DHS and SSA if he or she chooses to take action. To resolve a DHS or SSA mismatch, employees should follow the steps outlined in the Confirm Employee Decision and Refer Case – Process Overview.

An employee has eight federal government working days to take action:

- DHS mismatch: Call DHS to begin to resolve
- SSA mismatch: Visit an SSA field office to begin resolving
- SSA citizenship mismatch: Call DHS or visit an SSA field office to begin resolving

If an employee chooses to take action to resolve a DHS mismatch issued because of a state motor vehicles agency mismatch, the employee must call DHS within 8 federal government working days after the case is referred. If DHS is unable to resolve the case, the employee may need to contact the state motor vehicles agency that issued the driver's license or state identification card.

An employee who chooses to take action to resolve a dual mismatch is only given eight federal government working days to call DHS and visit SSA to begin resolving both mismatches after the case is referred. Federal government working days are Monday through Friday (except for federal holidays).

Alert Type info

You must download the Further Action Notice before referring the case.

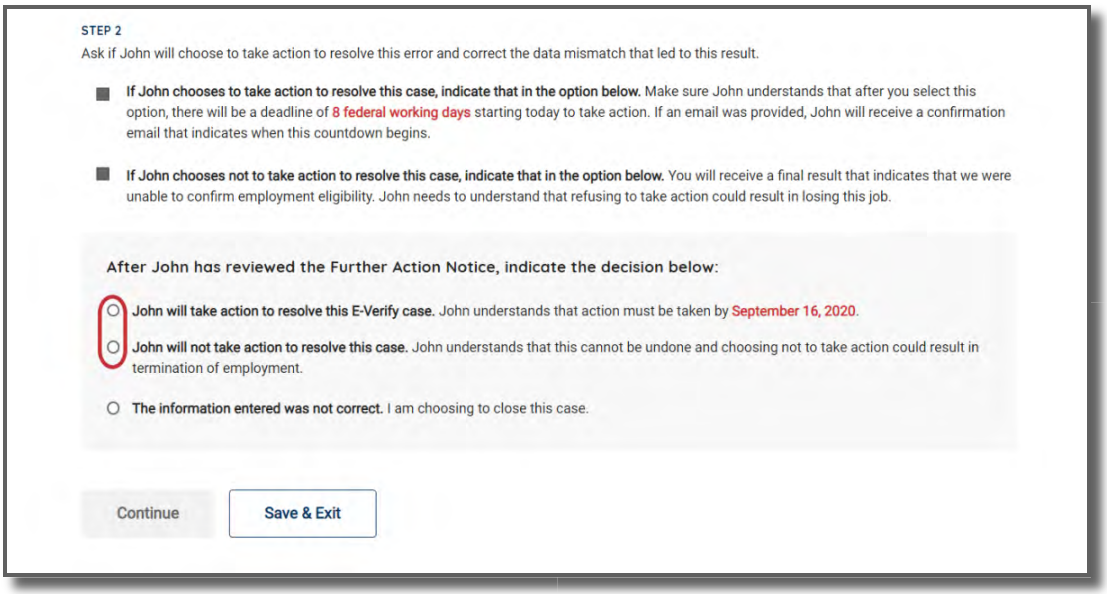
Give the employee the Referral Date Confirmation, and provide applicable documentation from E-Verify. The Referral Date Confirmation provides the date by which the employee must call DHS and/or visit SSA. The employee should bring the Further Action Notice when he or she visits an SSA field office.

If the photos do not match during E-Verify photo matching, E-Verify will prompt the

employer to upload copies of the employee's photo document and the case may result in a mismatch. When this happens, the employer must notify the employee of the mismatch and allow the employee to choose whether or not to take action to resolve the mismatch. If the employee decides to take action on the photo mismatch, the employer must refer the case in E-Verify and the employee must contact DHS to begin resolving the mismatch within eight federal government working days after the case is referred.

Confirm Employee Decision and Refer Case - Process Overview

- Select the option indicating whether or not the employee will take action to resolve the mismatch.
- Click **Continue**.



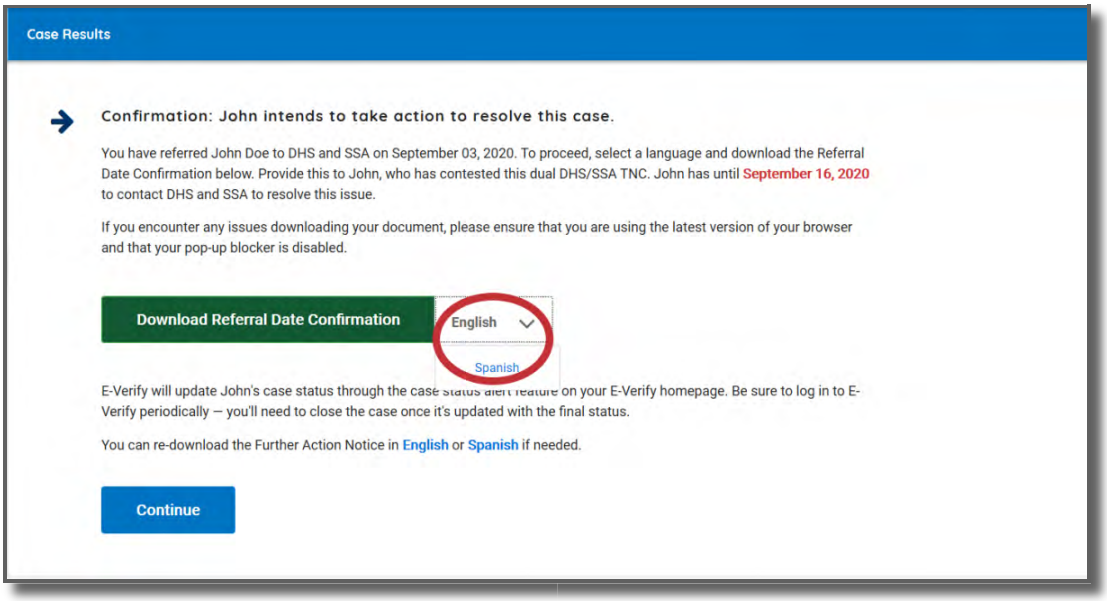
Alert Type info

If you indicate that the employee will take action to resolve the mismatch, the employee has eight federal government working days from when you click Continue call DHS and/or visit SSA.

Employee Will Take Action to Resolve Mismatch:

- Download and print the Referral Date Confirmation, attach a copy to the employee's Form I-9, and provide the original to the employee.

- The Referral Date Confirmation downloads in English by default, but may also be downloaded in Spanish.
- To download/print in English, click **Download Referral Date Confirmation**.
- To download/print in Spanish, click the down-arrow next to English and select **Spanish**, then click **Download Referral Date Confirmation**.
- Click **Continue**.



Alert Type info

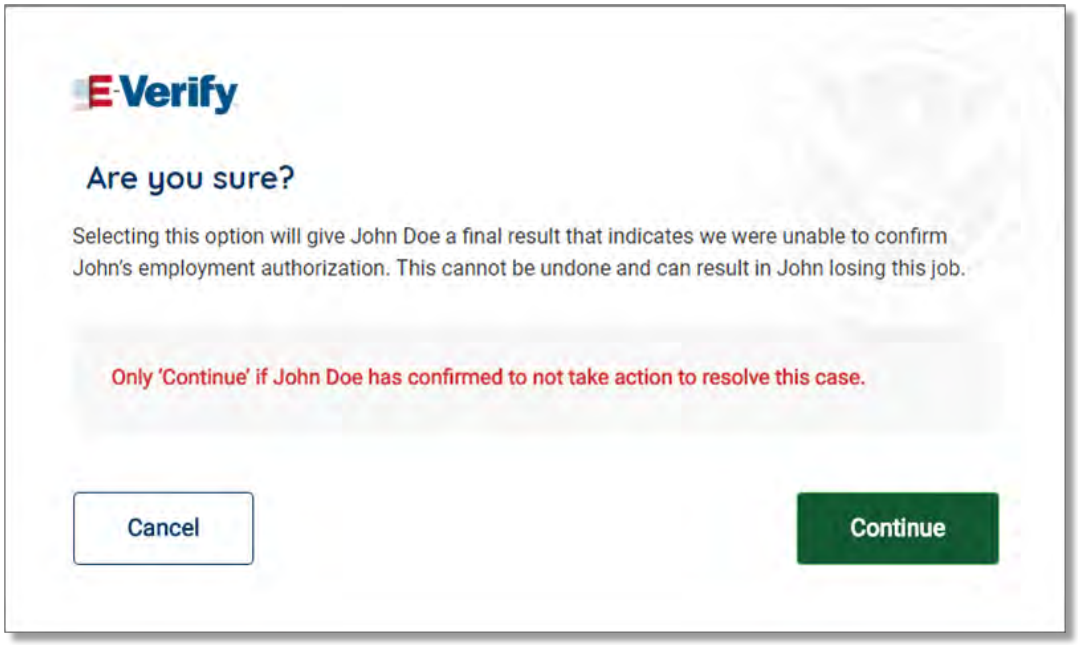
If the employee cannot read, you must read the Referral Date Confirmation to the employee. Provide employees who do not speak English as their primary language or have a limited ability to read or understand the English language, with a translated version of this confirmation in the appropriate language. Additional languages are available, in Other Resources under Resources/View Essential Resources in E-Verify.

Alert Type warning

If you determine information in the case is incorrect and the case should be closed, select the option indicating the employee will not take action. The case will receive a Final Nonconfirmation result and you will be prompted to close the case. Once you click **Close Case**, you may select an option indicating you are closing the case because information was entered incorrectly. Close the case only after E-Verify provides a final case result or if you no longer need to continue to confirm the employment eligibility of the employee. After closing the case, create a new E-Verify case with the corrected information.

If Employee Will Not Take Action to Resolve the Mismatch:

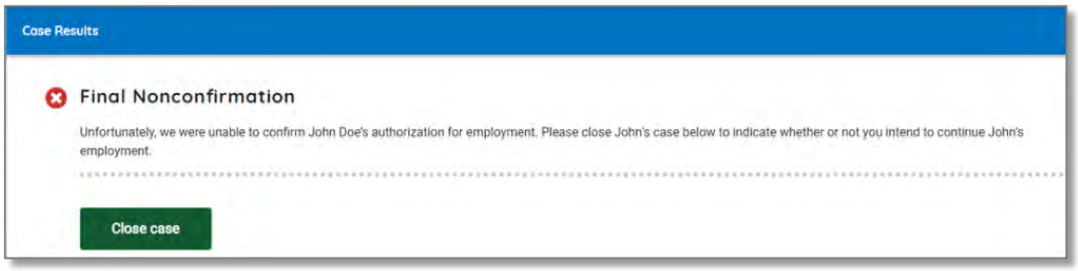
- Confirm that you selected the correct option.



- Click **Continue** to close the case.
- Click **Cancel** to return to the previous screen.

Alert Type info

If you click Continue to close the case, E-Verify displays an updated case status of Final Nonconfirmation.

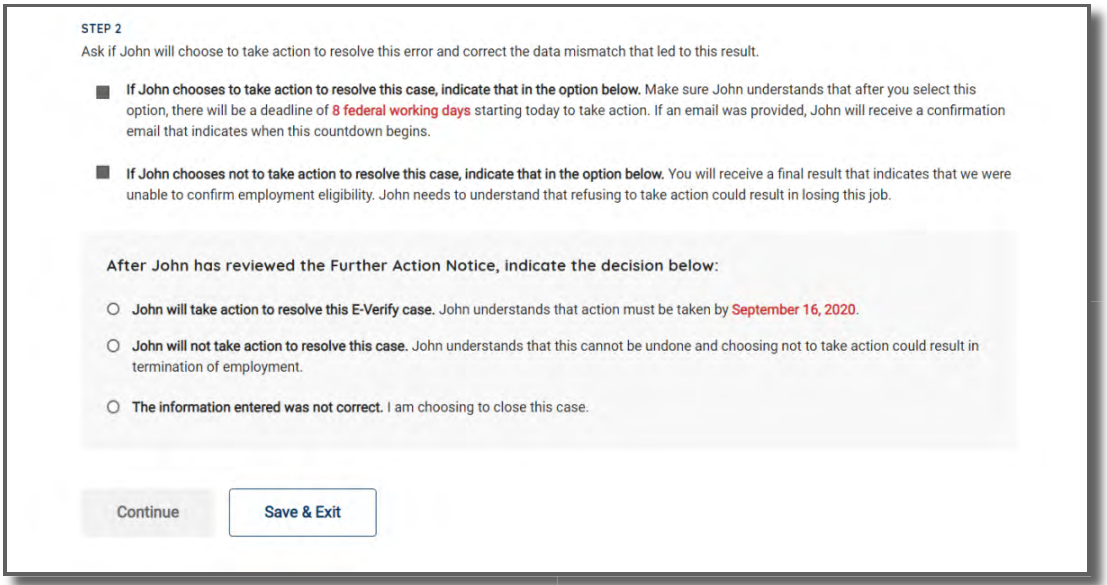


- Click **Close Case**.

Alert Type warning

If the employee **does not** give you their decision to take action to resolve the mismatch by the end of the 10th federal government working day after E-Verify issue the mismatch result:

- Select the option indicating the employee will not take action to resolve this E-Verify case.



STEP 2

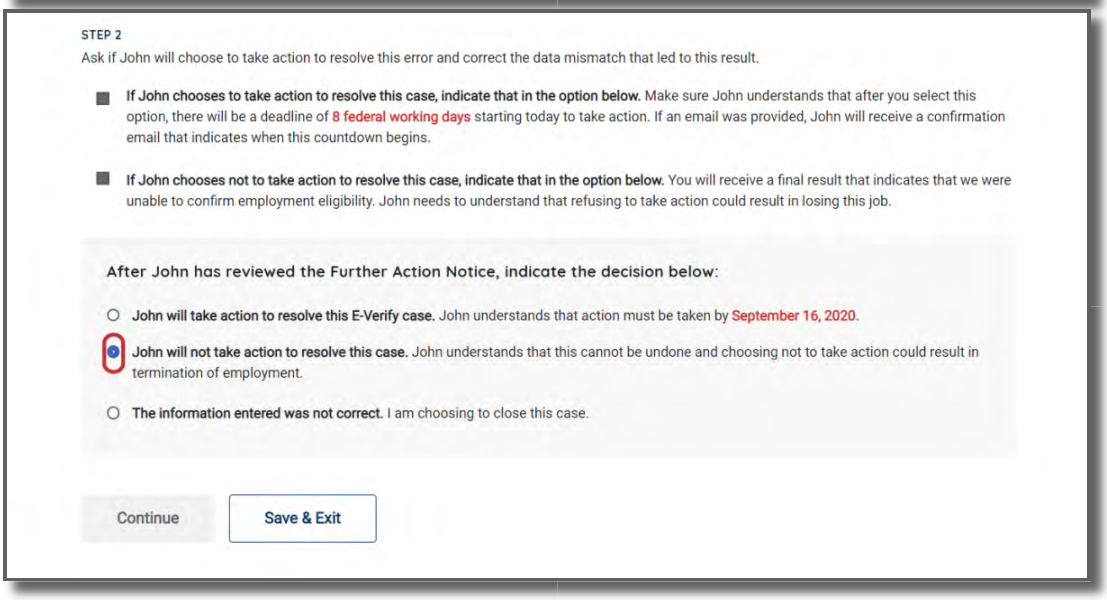
Ask if John will choose to take action to resolve this error and correct the data mismatch that led to this result.

- **If John chooses to take action to resolve this case, indicate that in the option below.** Make sure John understands that after you select this option, there will be a deadline of 8 federal working days starting today to take action. If an email was provided, John will receive a confirmation email that indicates when this countdown begins.
- **If John chooses not to take action to resolve this case, indicate that in the option below.** You will receive a final result that indicates that we were unable to confirm employment eligibility. John needs to understand that refusing to take action could result in losing this job.

After John has reviewed the Further Action Notice, indicate the decision below:

- ○ **John will take action to resolve this E-Verify case.** John understands that action must be taken by September 16, 2020.
- ○ **John will not take action to resolve this case.** John understands that this cannot be undone and choosing not to take action could result in termination of employment.
- ○ **The information entered was not correct.** I am choosing to close this case.

Continue | Save & Exit



STEP 2

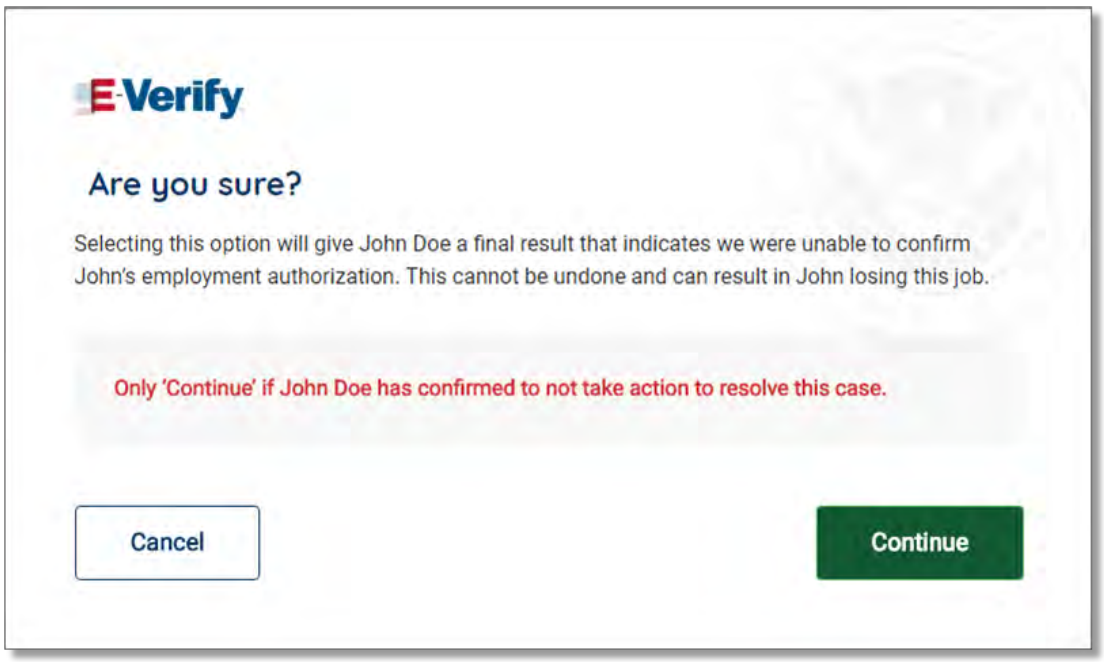
Ask if John will choose to take action to resolve this error and correct the data mismatch that led to this result.

- **If John chooses to take action to resolve this case, indicate that in the option below.** Make sure John understands that after you select this option, there will be a deadline of 8 federal working days starting today to take action. If an email was provided, John will receive a confirmation email that indicates when this countdown begins.
- **If John chooses not to take action to resolve this case, indicate that in the option below.** You will receive a final result that indicates that we were unable to confirm employment eligibility. John needs to understand that refusing to take action could result in losing this job.

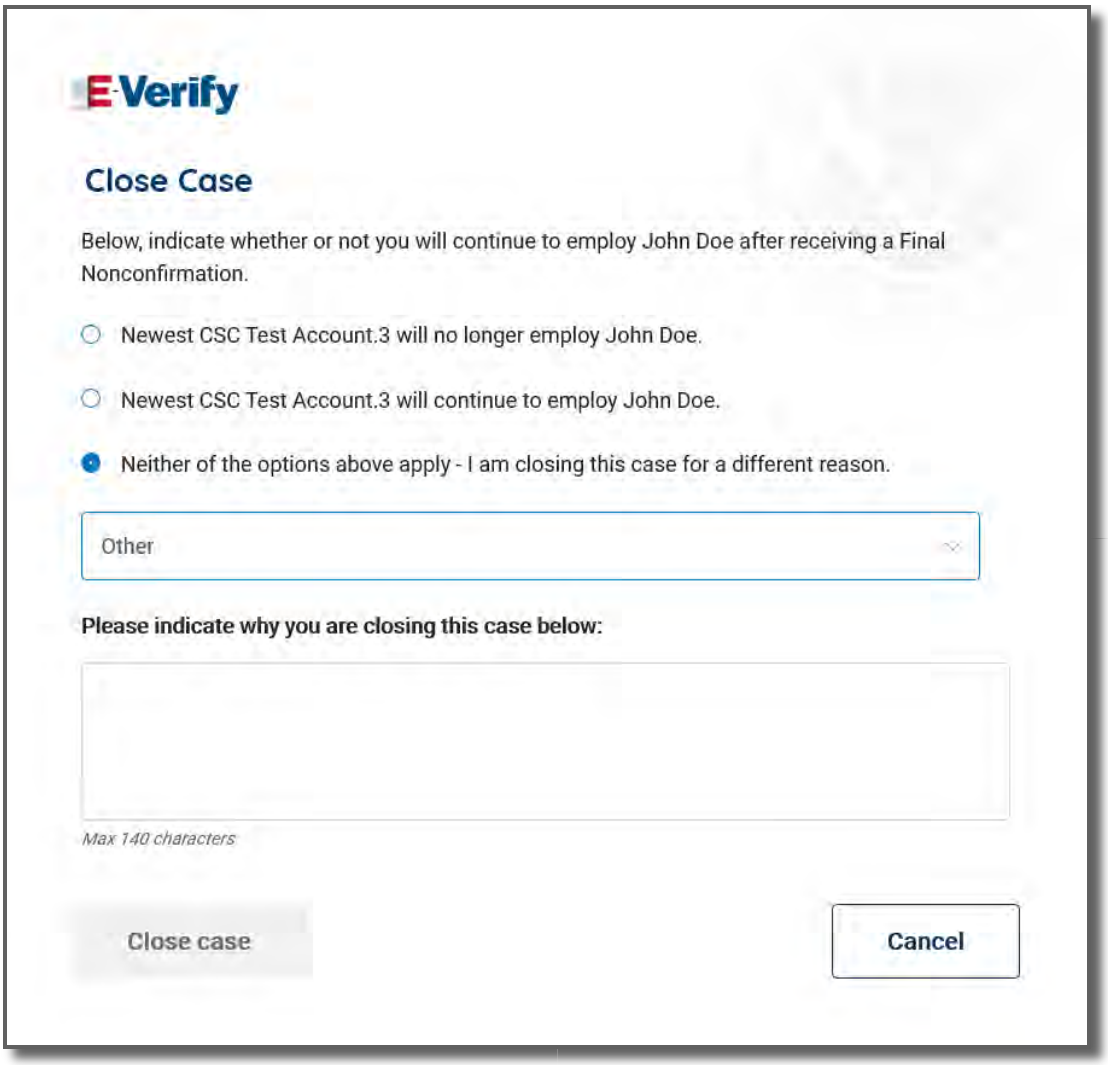
After John has reviewed the Further Action Notice, indicate the decision below:

- ○ **John will take action to resolve this E-Verify case.** John understands that action must be taken by September 16, 2020.
- ◉ **John will not take action to resolve this case.** John understands that this cannot be undone and choosing not to take action could result in termination of employment.
- ○ **The information entered was not correct.** I am choosing to close this case.

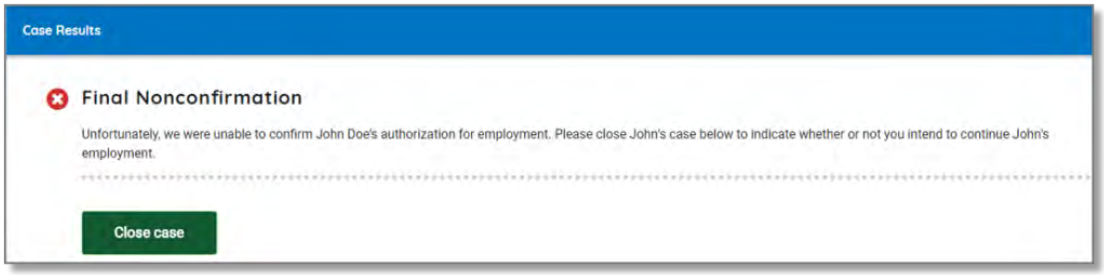
Continue | Save & Exit



- Select “Neither of the options above apply - I am closing this case for a different reason.”
- Click drop-down list and select “Other”
- Type “Administrative / Employee Unavailable” or “Employee chose not to make a decision” in the text box.



- Click **Close Case**.



Alert Type info

See Section 4.1 Close Case – Process Overview for additional guidance on closing a case that received a Final Nonconfirmation result.

DHS and SSA have 10 federal government working days from the date the case was referred

to update the case result in E-Verify. Check E-Verify periodically for an update on the case result. A case referred to DHS or SSA is updated with one the following results:

- Employment Authorized, Section 3.1
- E-Verify Needs More Time, Section 3.2
- Case in Continuance, Section 3.4
- Close Case and Resubmit, Section 3.5
- Final Nonconfirmation, Section 3.6

Each case result requires different actions or steps to continue or close the case. These actions are outlined in the case result sections throughout this manual.

Confirm Employee Decision and Refer Case Summary

Employer Action

- Take next steps in E-Verify based on the employee's decision to take action or not regarding the mismatch.
- If employee decides to take action, refer the case.
- If referred:
    - Print the Referral Date Confirmation, provide it to the employee and attach a copy to the employee's Form I-9
    - Check E-Verify for case result updates and follow steps based on case result provided.
- If the employee decides not to take action, close the case.

Employee Action

- Take next steps based on decision to take action or not
- If referred, contact DHS and/or visit a SSA field office within eight federal government working days and present the Further Action Notice and applicable original documents listed on the Further Action Notice
- Follow DHS or SSA instructions or next steps

Last Reviewed/Updated: 08/26/2024

3.3.3 Refer Employee To DHS or SSA

An employee who chooses to take action to resolve a DHS mismatch must call DHS within eight federal government working days to begin resolving the mismatch. An employee who chooses to take action to resolve an SSA mismatch must visit an SSA field office within eight federal government working days to begin resolving the mismatch.

Give the employee the Referral Date Confirmation from E-Verify. The Referral Date Confirmation provides the date by which the employee must call DHS or visit SSA. The employee should bring the SSA Further Action Notice when they visit an SSA field office.

Alert Type info

Federal government working days are Monday through Friday (except for federal holidays).

If the employer fails to match photos during E-Verify photo matching, a photo mismatch may result. A photo mismatch requires the employer to take an additional step to refer the case but follows the same requirements of any mismatch. If the employee chooses to take action to resolve the photo mismatch, the employer must refer the employee to DHS and send a copy of the Form I-9 photo document to E-Verify. Follow the steps outlined in the Refer Employee to DHS or SSA – Process Overview to complete the mismatch process.

Refer Employee to DHS or SSA - Process Overview

- Download Further Action Notice in Step 1. Next, select employee will take action to resolve this E-Verify case in Step 2 and click Continue.

E-Verify Home Cases Reports Resources Employer User

Case Results

Tentative Nonconfirmation (Mismatch)

It's okay! E-Verify just needs some more information from you and **Elaine Goddell** before confirming employment authorization. Here are the next steps you both will need to take.

Next steps:

STEP 1

You must download, print, and review the Further Action Notice with Elaine privately. Make sure that Elaine fully understands the Further Action Notice. This document will explain why Elaine received this result, and what to do next.

If you encounter any issues downloading your document, please ensure that you are using the latest version of your browser and that your pop-up blocker is disabled.

Download Further Action Notice | English

STEP 2

Ask if Elaine will choose to take action to resolve this error and correct the data mismatch that led to this result.

- **If Elaine chooses to take action to resolve this case, indicate that in the option below.** Make sure Elaine understands that after you select this option, there will be a deadline of 8 federal working days starting today to take action. If an email was provided, Elaine will receive a confirmation email that indicates when this countdown begins.
- **If Elaine chooses not to take action to resolve this case, indicate that in the option below.** You will receive a final result that indicates that we were unable to confirm employment eligibility. Elaine needs to understand that refusing to take action could result in losing this job.

After Elaine has reviewed the Further Action Notice, indicate the decision below:

- (●) **Elaine will take action to resolve this E-Verify case.** Elaine understands that action must be taken by March 08, 2023.
- ( ) **Elaine will not take action to resolve this case.** Elaine understands that this cannot be undone and choosing not to take action could result in termination of employment.
- ( ) **The information entered was not correct.** I am choosing to close this case.

Continue | Save & Exit

- Select Download Referral Date Confirmation in either English or Spanish and click Continue.

E-Verify Home Cases Reports Resources Employer User

Case Results

Confirmation: Elaine intends to take action to resolve this case.

You have referred Elaine Goddell to DHS and SSA on February 24, 2023. To proceed, select a language and download the Referral Date Confirmation below. Provide this to Elaine, who has contested this dual DHS/SSA TNC. Elaine has until March 08, 2023 to contact DHS and SSA to resolve this issue.

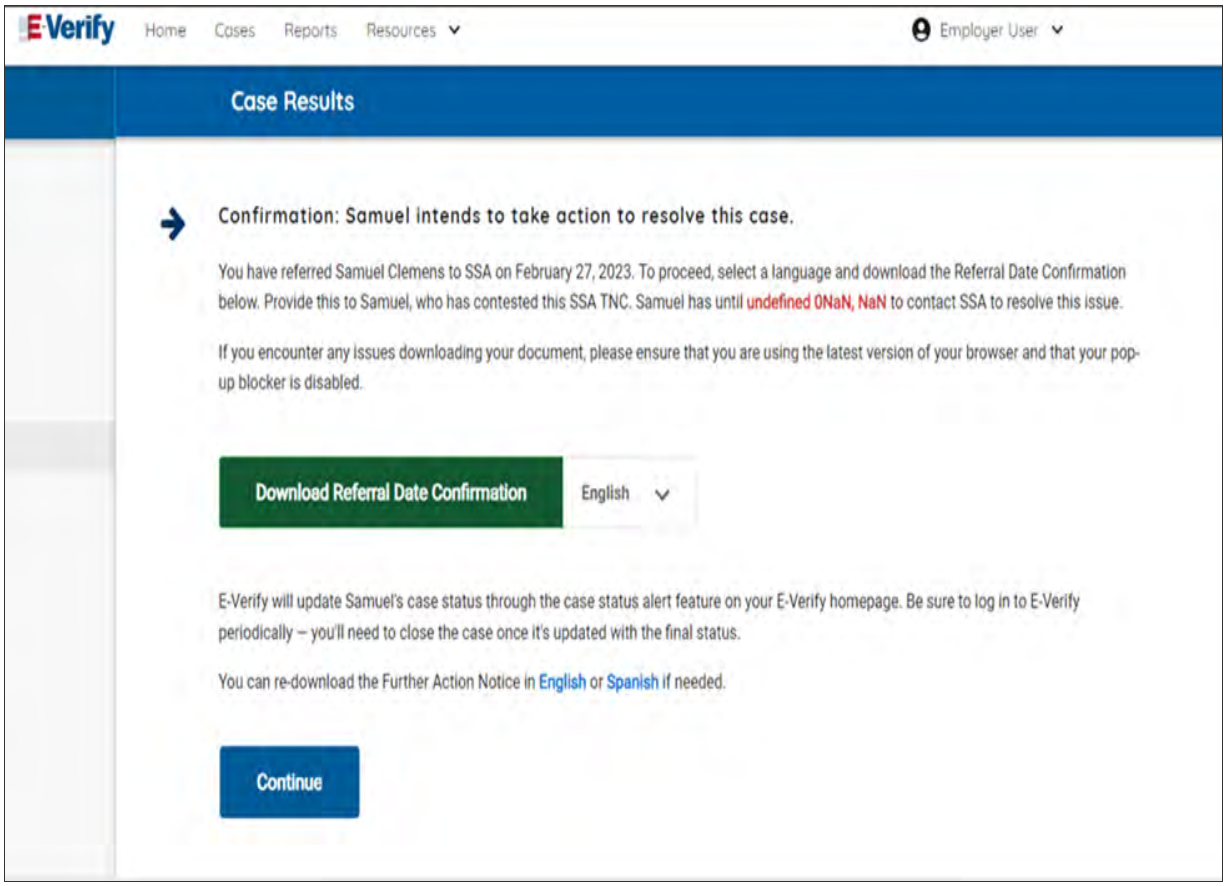
If you encounter any issues downloading your document, please ensure that you are using the latest version of your browser and that your pop-up blocker is disabled.

Download Referral Date Confirmation | English

E-Verify will update Elaine's case status through the case status alert feature on your E-Verify homepage. Be sure to log in to E-Verify periodically – you'll need to close the case once it's updated with the final status.

You can re-download the Further Action Notice in English or Spanish if needed.

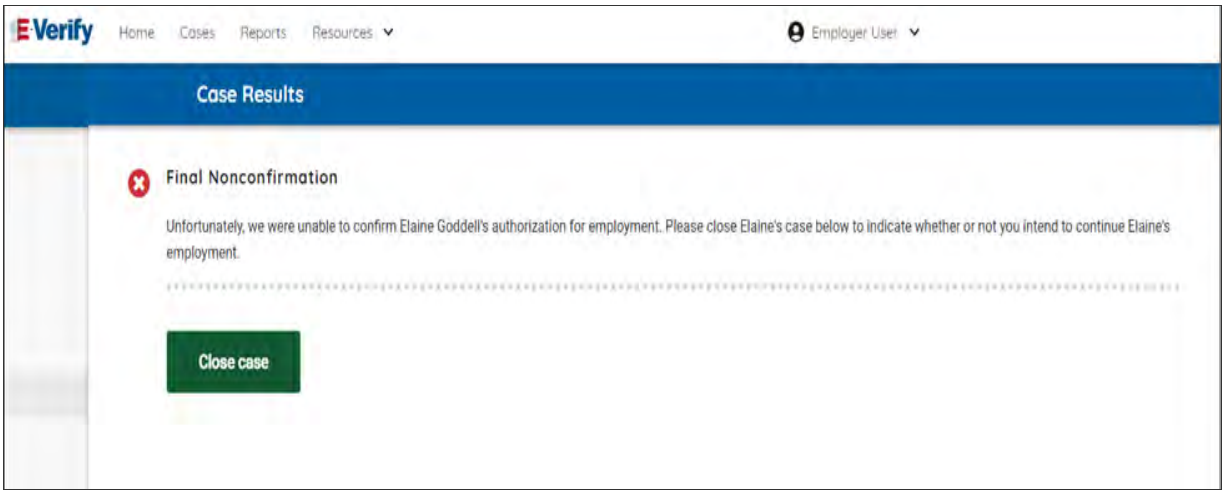
Continue



Alert Type info

For some DHS mismatch cases, E-Verify prompts you to upload a copy of the employee's photo document to DHS. See 2.2.2 E-Verify Photo Matching to learn more.

If the employee chooses not to take action to resolve the mismatch, select employee will not take action to resolve the case, and follow steps in Section 4.1 Close Case.



Refer Employee to DHS or SSA - Process Overview

- Provide the Referral Date Confirmation to the employee.
  If the employee cannot read, you must read the Referral Date Confirmation to the employee. If the employee does not speak English as his or her primary language and has a limited ability to read or understand the English language, provide the employee with a translated version of this confirmation in the appropriate language, which is available in View Essential Resources under Resources in E-Verify.
- Attach a copy of the Referral Date Confirmation to the employee's Form I-9.
- Check E-Verify for case updates and follow steps based on next case result.

Alert Type warning

Close the case only when E-Verify provides a final case result or if you no longer need to continue to verify the employment eligibility of the employee.

DHS or SSA has 10 federal government working days to update the case result in E-Verify. Check E-Verify periodically for an update in the case result. A case referred to DHS or SSA is updated with one of the following results:

- Employment Authorized, Section 3.1
- E-Verify Needs More Time, Section 3.2
- DHS or SSA Case in Continuance, Section 3.4
- DHS or SSA Final Nonconfirmation, Section 3.5

Each case result requires different actions or steps to continue or close the case. These

actions are outlined in the case result sections throughout this manual.

Refer Employee to DHS or SSA Summary

Employer Action	Employee Action
Print the Referral Date Confirmation, provide it to the employee and attach a copy to the employee's Form I-9	Contact DHS or visit an SSA field office within eight federal government working days and present the SSA Further Action Notice and applicable original documents listed on Page 2 of the SSA Further Action Notice.
Check E-Verify for case result updates and follow steps based on case result provided	DHS or SSA instructs employee of next steps.

Last Reviewed/Updated: 06/06/2024

3.3.4 Review And Update Employee Data

If SSA finds a discrepancy in the information it received in the E-Verify referral, E-Verify will issue a prompt for the employer to review and update the employee's information.

A Review and Update Employee Data case result occurs for reasons including typographical errors and/or incorrect information provided on Form I-9. This requires the employer to review Form I-9 with the employee make any necessary corrections on Form I-9, and update the information in the E-Verify case.

Alert Type info

You may only update a case once. Ensure that the changes are correct before updating the case.

A case that is resubmitted to SSA will have one of the following case results:

- Employment Authorized, Section 3.1
- E-Verify Needs More Time, Section 3.2

- DHS or SSA Tentative Nonconfirmation (Mismatch), Section 3.3
- DHS or SSA Final Nonconfirmation, Section 3.5

Review and Update Employee Data Summary

Employer Action

- Review the information on Form I-9 and E-Verify with the employee for accuracy and make any necessary changes on Form I-9
- Access the employee's case
- If necessary, update the employee's information in the fields provided
- Click Continue
- Follow steps based on case result provided

Employee Action

- Ensure that the information provided in Section 1 of Form I-9 is accurate and make any necessary corrections

Last Reviewed/Updated: 06/06/2024

3.4 Case In Continuance

A Case in Continuance status indicates that the employee has contacted DHS and/or visited an SSA field office, but more time is needed to determine a final case result. The reason DHS or SSA needs more time varies with each situation. Employers should check E-Verify periodically for case result updates. Employers may not terminate or take any other adverse action against an employee (such as denying work, delaying training, withholding pay, or otherwise assuming that they are not authorized to work) because of the mismatch, until the mismatch becomes a Final Nonconfirmation.

Once DHS or SSA has updated E-Verify, the case will have one of the following results:

- Employment Authorized, Section 3.1
- E-Verify Needs More Time, Section 3.2
- Close Case and Resubmit, Section 3.5
- Final Nonconfirmation, Section 3.6

Each case result requires its own actions or steps for employers to continue or close the case. These actions are outlined in each case result section throughout this manual.

Alert Type info

If a case has had a DHS or SSA Case in Continuance result for more than 60 federal government working days, contact E-Verify Contact Center at 888-464-4218 or E-Verify@uscis.dhs.gov.

DHS or SSA Case in Continuance Summary

EMPLOYER ACTION

- Check E-Verify for case result updates and follow steps based on case result provided

EMPLOYEE ACTION

- None

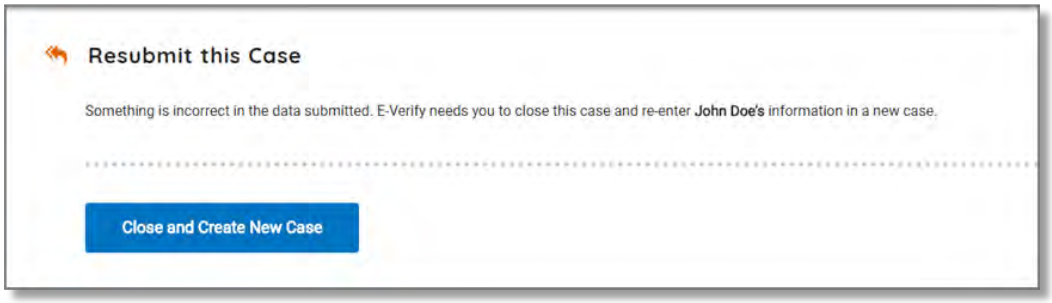
Related Resources

Social Security Administration Resumes E-Verify Operations

Last Reviewed/Updated: 08/26/2024

3.5 Close Case And Resubmit

Your employee's case may receive a Close Case and Resubmit case result if DHS and/or SSA are unable to process the case and confirm employment eligibility. The employer should close the case in E-Verify and create a new case. When the user clicks **Close and Create a New Case**, the case is automatically closed and E-Verify opens a new case for the user to begin entering the employee's information from Form I-9.



Close Case and Resubmit Summary

Employer Action

- Receive Close Case and Resubmit Case Result
- Click Close and Create a New Case
- Create new case

Employee Action

- None

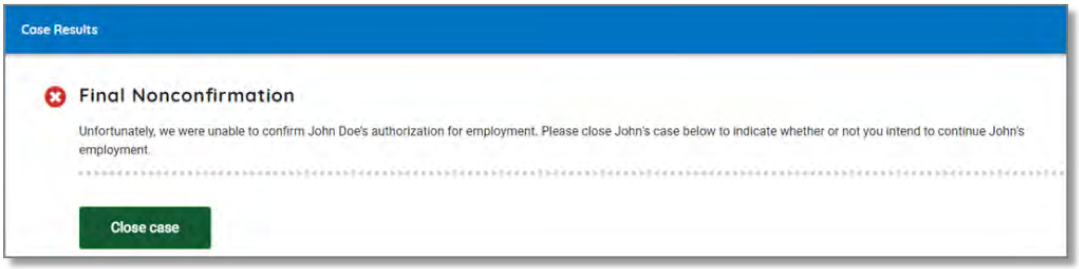
Last Reviewed/Updated: 06/06/2024

3.6 Final Nonconfirmation

A case receives a Final Nonconfirmation case result when E-Verify cannot confirm an employee's employment eligibility after:

1. The employee has contacted DHS or visited an SSA field office during the mismatch referral process;
2. The employee failed to call DHS and/or visit an SSA field office within 8 federal government working days; Or
3. The employee did not give the employer their decision whether or not to take action by the end of the 10th federal government working day after E-Verify issued the mismatch result.

Employers must close the case once a case receives a Final Nonconfirmation result. The employer may terminate employment based on a case result of Final Nonconfirmation with no civil or criminal liability as noted in "Responsibilities of the Employer," Article II, Section A, paragraph 13 of the MOU.



Final Nonconfirmation Summary

EMPLOYER ACTION

- Receive Final Nonconfirmation case result
- Close case

EMPLOYEE ACTION

- None

Last Reviewed/Updated: 06/06/2024

4.0 Case Resolution

To complete the E-Verify case process, every case must receive a final case result and then be closed. E-Verify guides you through the process after you receive a final case result.

Last Reviewed/Updated: 04/10/2018

4.1 Close Case

To properly complete the E-Verify process, employers must close every case they create, except for cases that result in Employment Authorized, which E-Verify will automatically close. Follow the steps outlined in the Close Case – Process Overview.

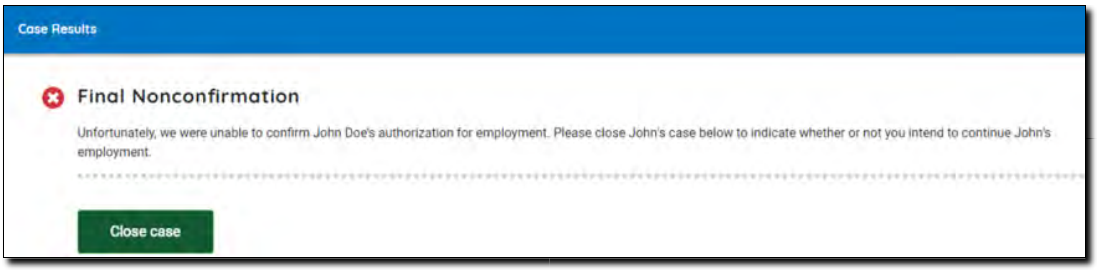
Close Case - Process Overview

If the Case Result is Employment Authorized:

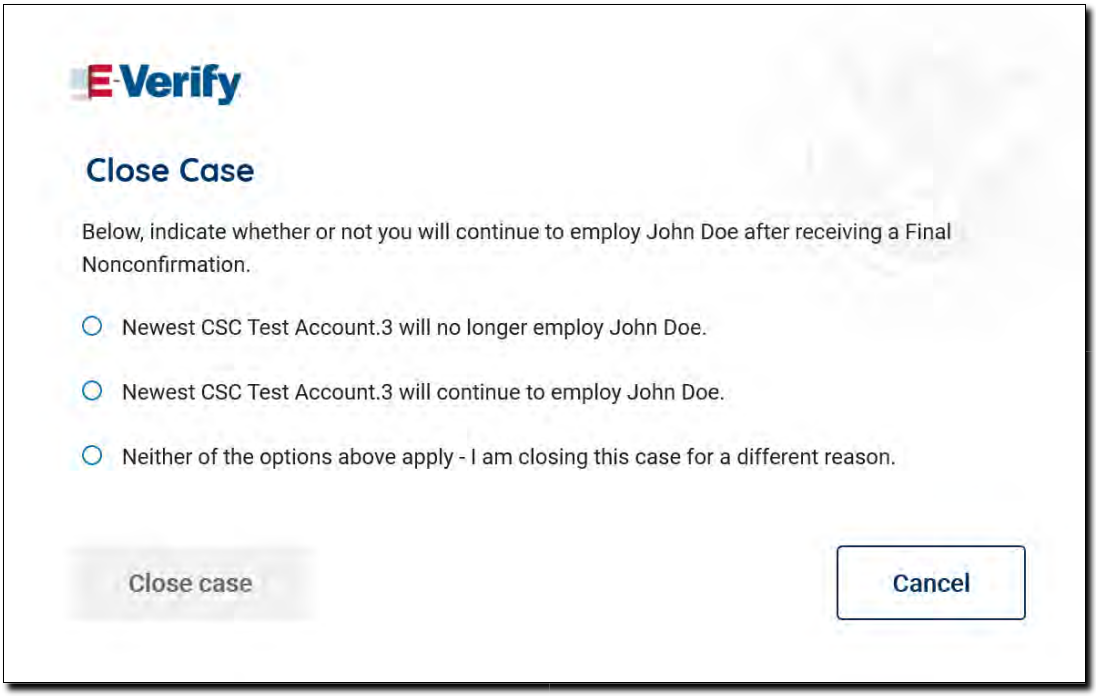
- E-Verify automatically closes the case. See Section 4.2 Case Alerts and View/Search Cases for guidance on how to search for and view existing cases in E-Verify.
- Record the E-Verify Case Number on the employee's Form I-9 or attach a copy of the case details page to the Form I-9.
- This completes the E-Verify process for this case.

If the Case Result is Final Nonconfirmation:

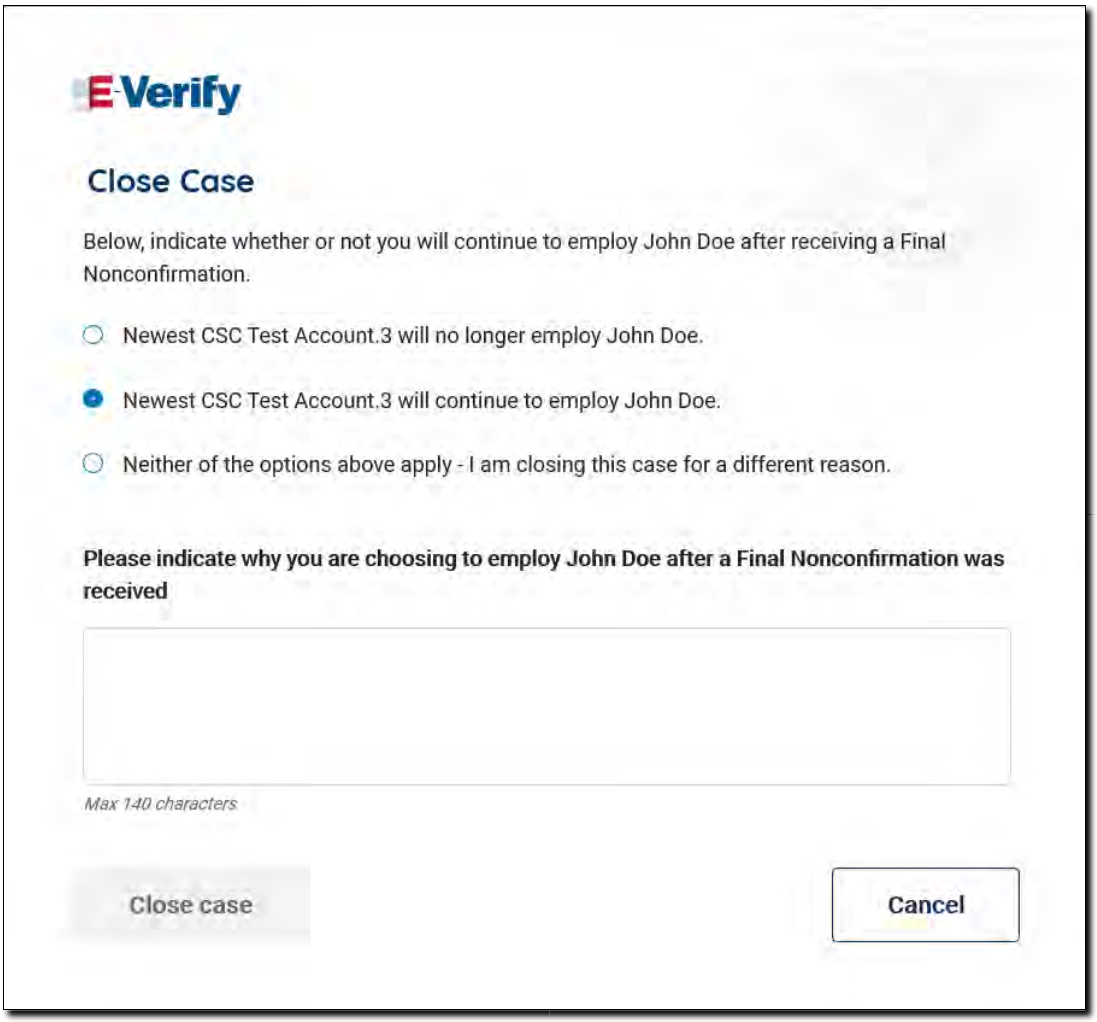
- Click **Close Case**.



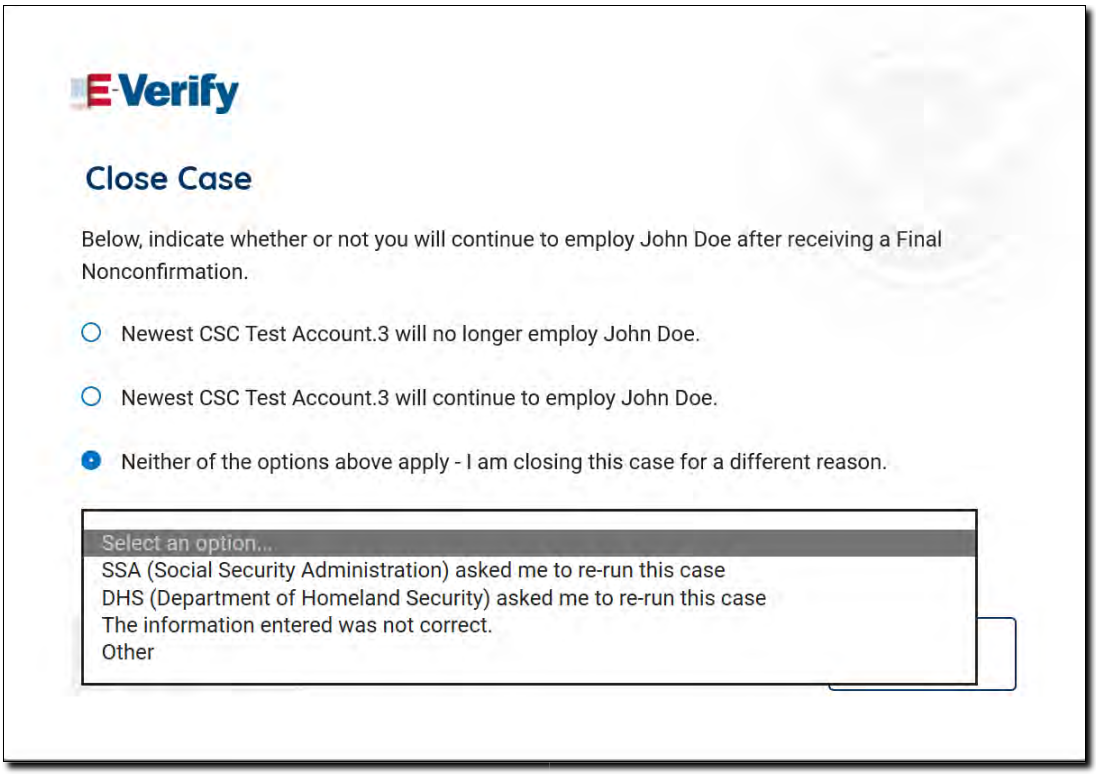
- Select the statement indicating whether or not you will continue to employ this individual.



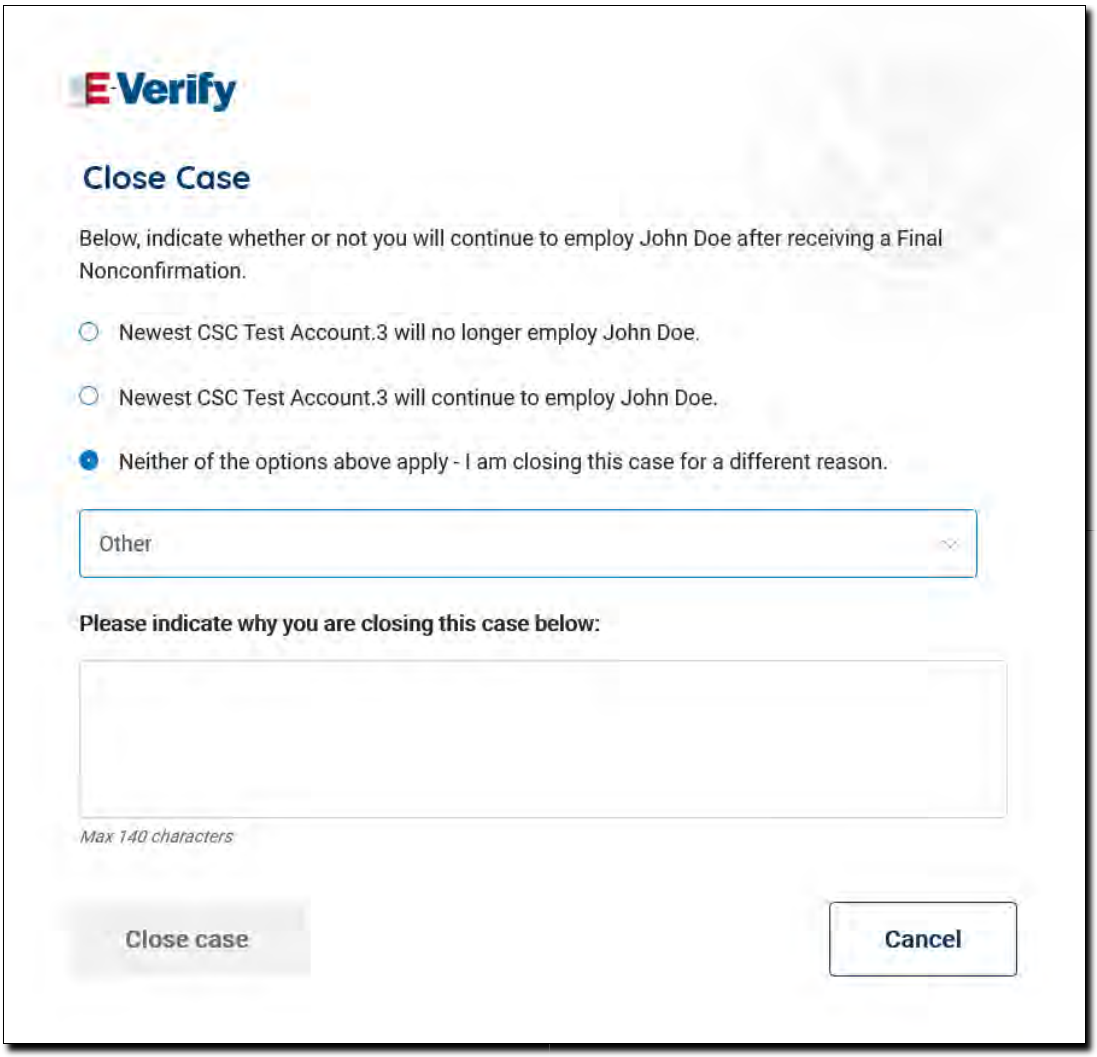
- If you select the option indicating you will continue to employee this individual, you must provide the reason why. Type the reason in the text box provided.



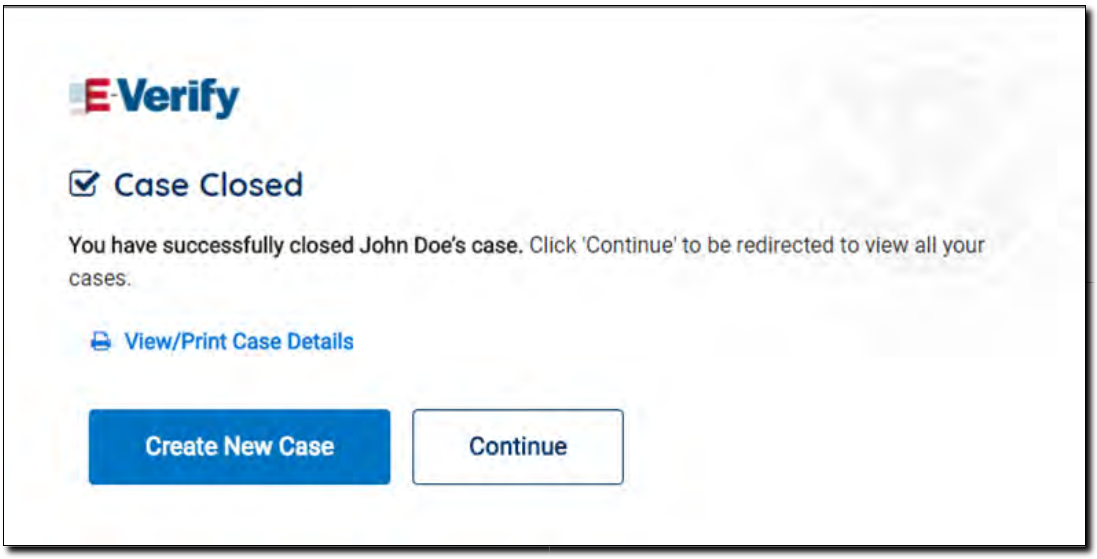
- If you select the option indicating that neither of the above applies and you are closing this case for a different reason, you must select the reason you are closing the case.



- If Other is selected as the reason, you must type the reason in the text box provided.

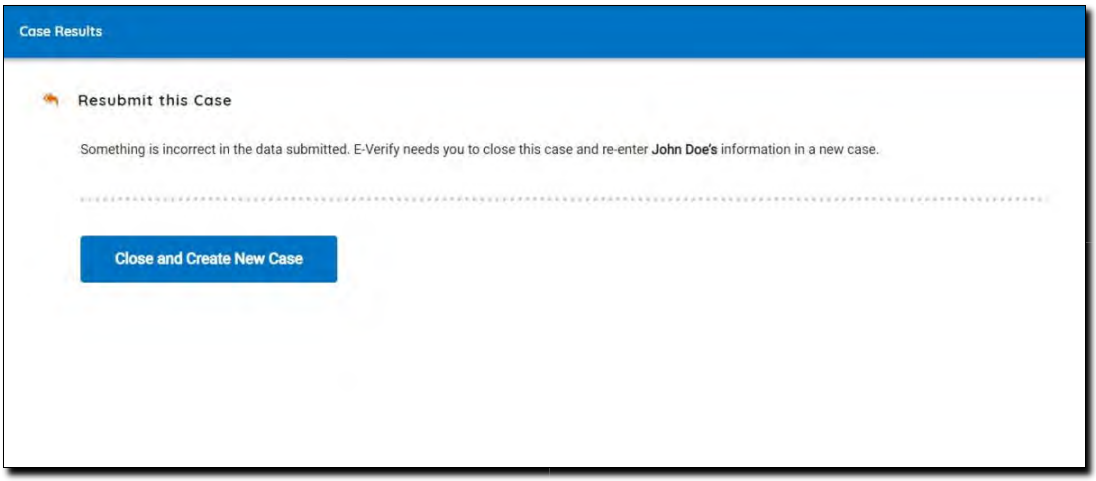


- After you've typed a reason, click **Close Case**.
- E-Verify displays an alert indicating the case was successfully closed.
- Record the E-Verify Case Number on the employee's Form I-9, or click the link to View/Print Case Details and attach a copy of the case details page to the Form I-9.
- Click **Create New Case** to create a new case or click **Continue** to be redirected to view all your cases.



If the Case Result is Close Case and Resubmit:

- Click **Close and Create New Case**.



- This case will be automatically closed and E-Verify will open a new case so you can enter the employee's information from Form I-9 and create a new case.
- This completes the E-Verify process for the first case.

Every case created in E-Verify **must** be closed. Some E-Verify case results require employers to provide additional information. When prompted, select the most appropriate statement displayed and type additional information when requested. E-Verify only presents statements that are relevant to each case because not all of the case closure reasons apply to every situation.

Last Reviewed/Updated: 06/06/2024

4.1.1 Case Closure Statements

- **The employee continues to work for the employer after receiving an Employment Authorized result.**

E-Verify has verified that the employee is eligible to work in the United States and the employee continues to work for the employer.

- **The employee continues to work for the employer after receiving a Final Nonconfirmation result.**

E-Verify could not verify that this employee is authorized to work in the United States. The employee took action to resolve the Tentative Nonconfirmation (mismatch), but was unable to resolve it and a Final Nonconfirmation was issued in E-Verify. The employer chooses to allow the employee to continue to work.

- **The employee continues to work for the employer after receiving a Department of Homeland Security (DHS) No Show result.**

E-Verify could not verify that this employee is authorized to work in the United States. The employee took action to resolve the Tentative Nonconfirmation (mismatch), but did not take action to resolve it and a 'DHS No Show' result was issued in E-Verify. The employer chooses to allow the employee to continue to work.

- **The employee continues to work for the employer after choosing not to take action to resolve a Tentative Nonconfirmation (mismatch).**

E-Verify could not verify that this employee is authorized to work in the United States. The employee chose not to take action to resolve the Tentative Nonconfirmation (mismatch). The employer chooses to allow the employee to continue to work.

- **The employee was terminated by the employer for receiving a Final Nonconfirmation result.**

E-Verify could not verify that this employee is authorized to work in the United States. The employee had to take action to resolve the Tentative Nonconfirmation (mismatch), but was unable to resolve it. The employer terminated the employee after the Final Nonconfirmation result.

- **The employee was terminated by the employer for receiving a DHS No Show result.**

E-Verify could not verify that this employee is authorized to work in the United States. The employee took action to resolve the Tentative Nonconfirmation (mismatch), but did not take action to resolve it and a 'DHS No Show' result was issued in E-Verify. The employer terminated the employee after receiving the 'DHS No Show' result.

- **The employee was terminated by the employer for choosing not to take action to resolve a Tentative Nonconfirmation.**

E-Verify could not verify that this employee is authorized to work in the United States. The employee chose not to take action to resolve the Tentative Nonconfirmation (mismatch). The employer terminated the employee after the employee chose not to take action to resolve the Mismatch.

- **The employee quit working for the employer.**

The employee chose to stop working for the employer.

- **The employee was terminated by the employer for reasons other than E-Verify.**

The employer terminated the employee for reasons unrelated to E-Verify.

- **This case is being closed because of technical issues with E-Verify.**

This case is being closed because of technical issues with E-Verify. E-Verify was unable to process this case due to a technical issue. The employer is closing this case and needs to create a new case.

- **The case is being closed because another case with the same data already exists.**

An E-Verify case with the same data was already created for this employee. This is a duplicate case.

Alert Type info

If a case is closed because another case with the same data already exists, it does not void the case or change the case result. The case will still display the last case result even though it has been closed.

- **The case is being closed because the data entered is incorrect.**

  The data entered for this employee was not correct.

Alert Type info

If a case is closed because the data entered is incorrect, it does not void the case or change the case result. The case will still display the last case result even though it has been closed.

- **The case is being closed because the document is expired.**

  The document presented by the employee for verification was expired. The employer is closing the case and needs to create a new case with an unexpired document.

- **The case is being closed because DHS or SSA instructed this employer to create a new case for this employee.**

  DHS or SSA instructed the employer to create a new case for this employee because E-Verify was unavailable, or for another reason.

- **The employee is no longer employed by the employer for reasons unrelated to E-Verify and the mismatch process could not be completed.**

  The employee is not available because they are no longer working for this employer for reasons unrelated to E-Verify. The Tentative Nonconfirmation (Mismatch) process could not be completed.

- The case is being closed because DHS or SSA instructed this employer to close the case.

  The employer was directed by DHS or SSA to close this case.

Close Case Summary

Employer Action

- Click Close Case
- Indicate whether the employee is still employed
- Select the appropriate case closure statement
- Record E-Verify Case Number on Form I-9 or print screen and file it with Form I-9
- The E-Verify process is now completed

Employee Action

- None

Last Reviewed/Updated: 06/06/2024

4.2 Case Alerts And View/Search Cases

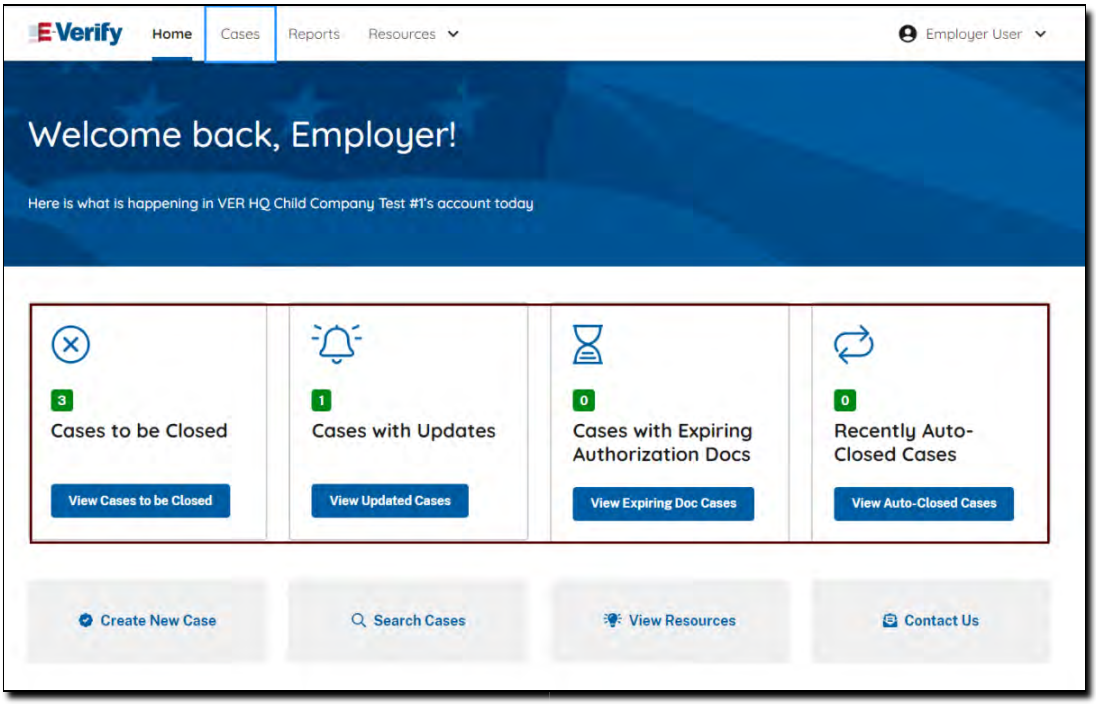
Case alerts are found at the bottom of the home page when a user logs in to E Verify. The alerts bring attention to cases that need action and provide the following information:

- Open Cases to be Closed
- Cases with New Updates
- Work Authorization Documents Expiring
- Recently Auto Closed Cases

The E-Verify home page indicates the number of cases that require attention by a number highlighted on the alert. Cases that need attention can be accessed by clicking on the alert or through Cases and Search Cases from the navigation menu in E-Verify. Follow the steps outlined in the Case Alerts and View/Search Cases - Process Overview to use the case alerts feature.

Case Alerts and View/Search Cases - Process Overview

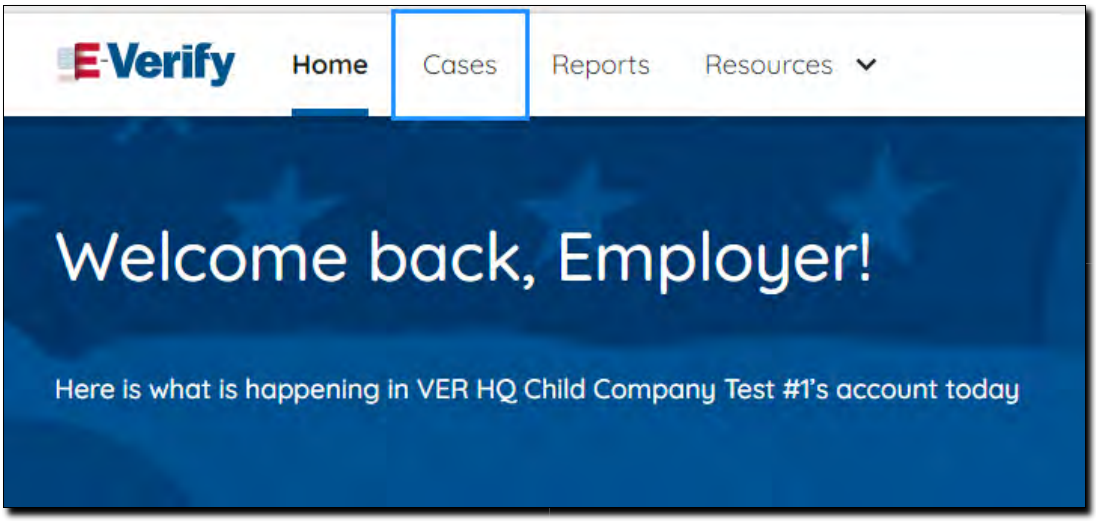
- E-Verify user homepage display with case alerts.



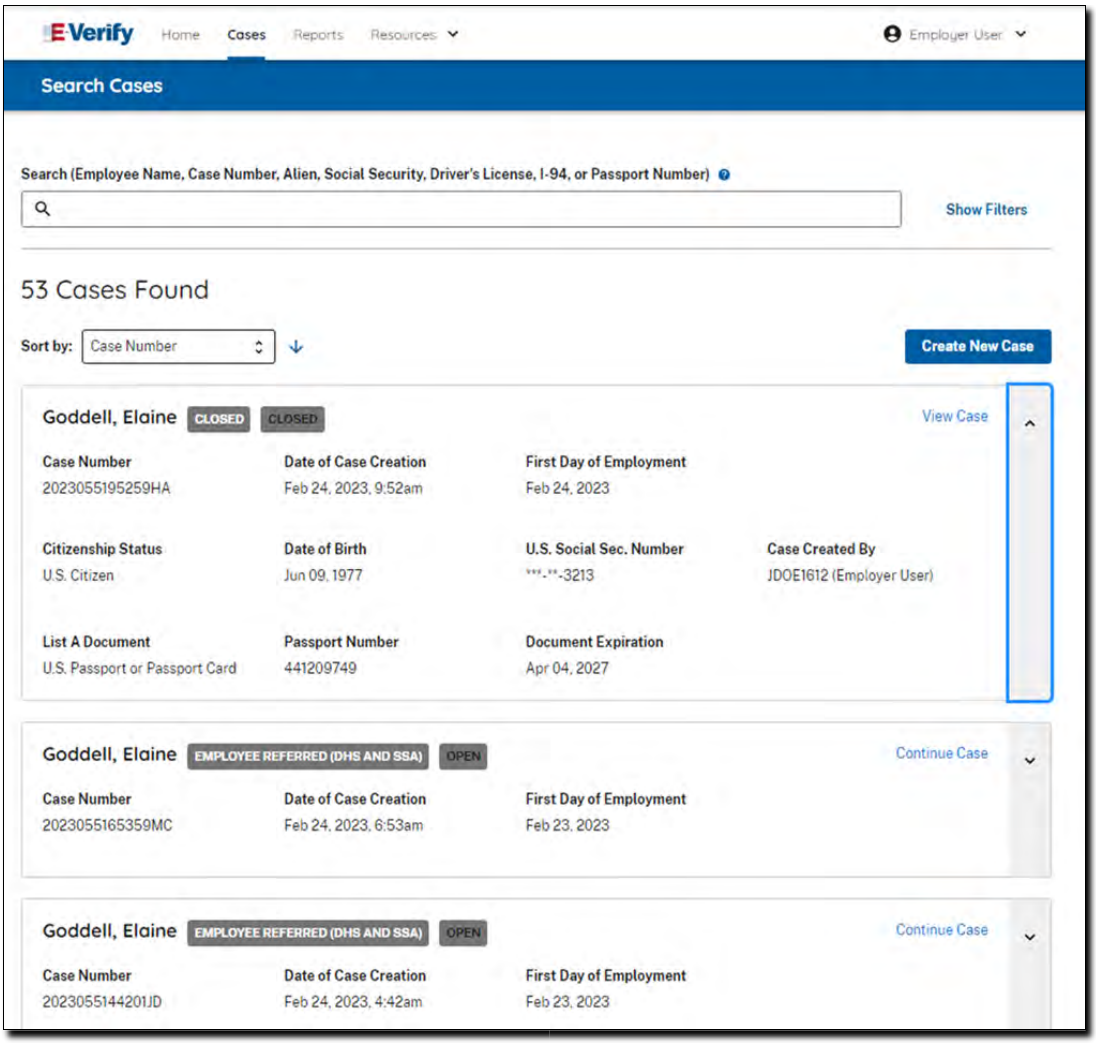
- Click on the alert requiring your attention to access your case alert(s).

Case Alerts Can Also Be Accessed:

- From the E-Verify home page, click Cases and Search Cases. Both screens offer the same search features to locate existing cases in E-Verify

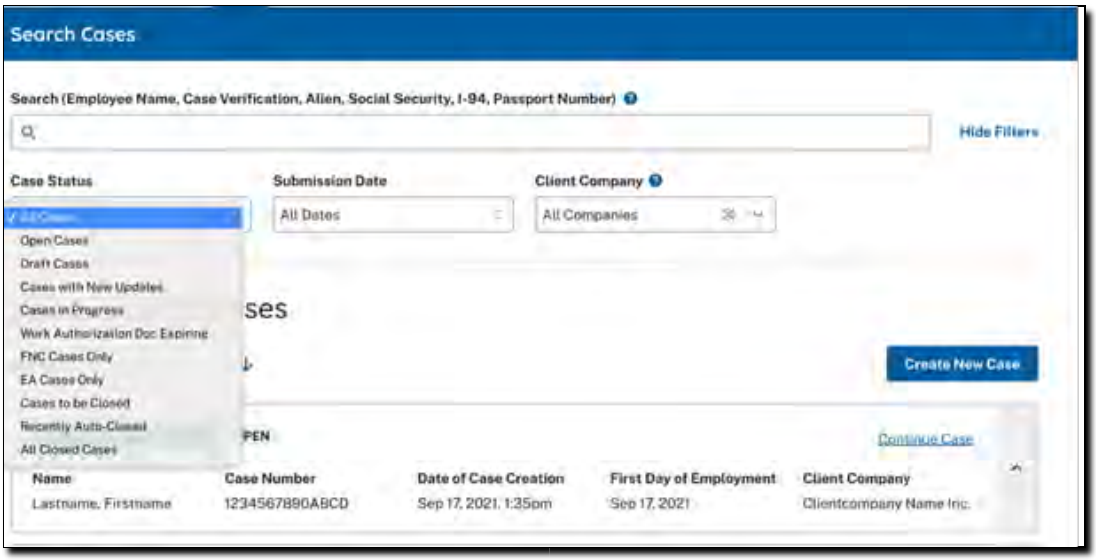


- The View/Search Cases screen displays open cases by default. Click **Cases**.



- Once a search result is displayed, it can be filtered with additional fields by clicking **Show Filters**
- You may further narrow the search by entering a single or multiple identifiers in the Search field. Search one or more of the following options:
    - Employee Name
    - E-Verify Case Number
    - Alien Number
    - Social Security Number
    - I-94 Number
    - Passport Number

- To display more case result information, click on the case card icon on the right to expand or collapse case results
- Click Continue Case to take action on a case
- The top left corner of the case card will display the case status and whether the case is Open or Closed



- Type the corresponding name, number or multiple identifiers in the Search By text box.
- For additional information simply click the helper text symbol.
- Press Enter to view cases containing the criteria you entered.
- Displayed cases can be sorted by Case Number, Case Status, Date Hired, or Last Name. Click the drop-down arrow next to Sort by on the left side of the screen and select the category you wish to sort.

- Click Create New Case button at the top right of the search results.

Alert Type info

If there are more cases than the screen can display, you can select Rows Per Page in the bottom left corner to expand the total number of case cards viewed. You will see Next Page with a blue arrow on the bottom right side of the screen. Click the right pointing arrow to page through all cases with the criteria you specified. Click the Previous Page with the left pointing arrow to page back to the beginning of the list.

- To remove criteria entered in the Search By field, click in the text box where you entered a name or number and delete the information entered, then press **Enter** on your keyboard.
- Once you locate your case, click anywhere in the box containing the case information to open and continue processing the case.

Last Reviewed/Updated: 06/06/2024

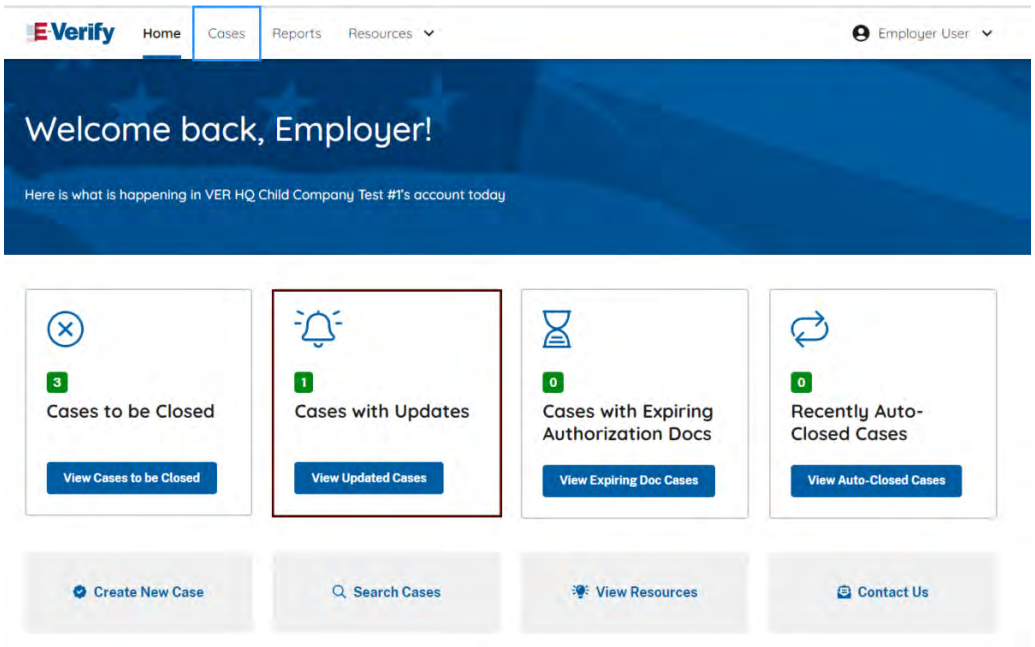
4.2.1 Open Cases To Be Closed

Any E-Verify case assigned a E-Verify case number must be closed. The Open Cases to be Closed case alert provides quick access to all cases that must be closed.

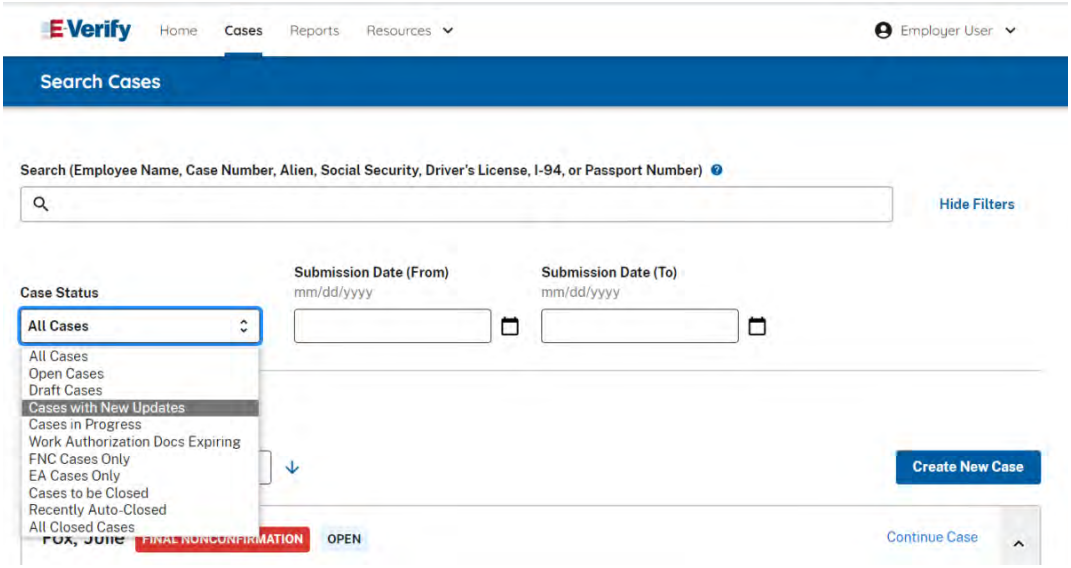
Last Reviewed/Updated: 09/20/2022

4.2.2 Cases With Updates

The **Cases with Updates** case alert is a quick link to all cases that have had a change in case result. This case alert is an easy way to manage these cases.



- You can also view cases with updates by clicking **Cases**.
- Click on **Show Filters** to expand and under Case Status dropdown menu, select **Cases with Updates**.



Last Reviewed/Updated: 10/11/2023

4.2.3 Work Authorization Documents

Expiring

The Work Authorization Docs Expiring case alert is a notification that an employee's Employment Authorization Document (Form I-766) or Arrival-Departure Record (Form I-94) document is expiring. This alert is intended as a reminder to reverify the employee by completing Supplement B, Reverification and Rehire of Form I-9. For reverification, do not create a new E-Verify case.

Because this is simply a reminder, no action is required or permitted in E-Verify. You may dismiss each alert by clicking Dismiss Alert.

This alert will only appear if the document the employee presented for the original E Verify case was either an Employment Authorization Document (Form I-766) or an Arrival-Departure Record (Form I-94). The alert will appear in E-Verify 90 days prior to expiration. Also, the alert only appears when the Form I-766 or Form I-94 used for the E-Verify case expires—subsequent expiration dates of other documents will not activate another case alert.

Alert Type info

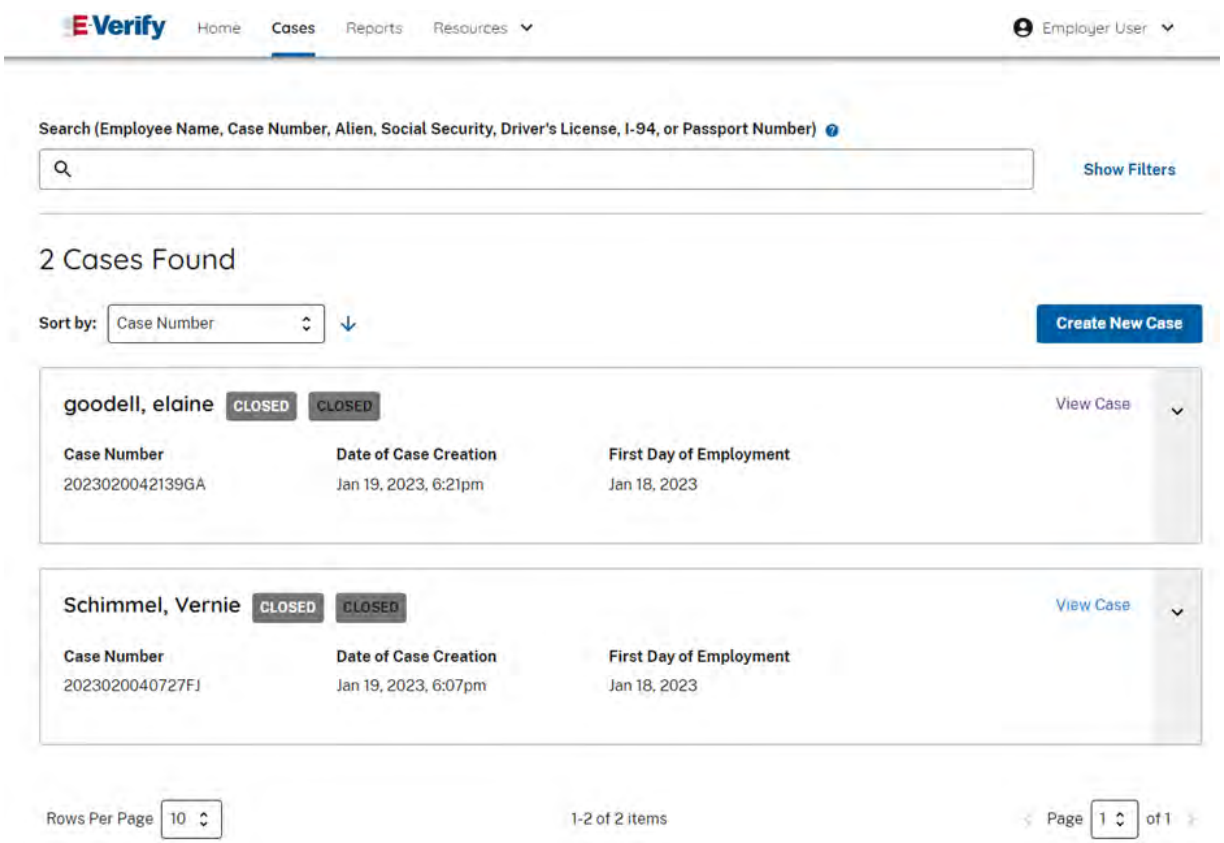
If you have employees who are Temporary Protected Status (TPS) beneficiaries who provided a TPS-related EAD when they first started working for you, and the Department of Homeland Security has automatically extended this EAD, you will receive a ''Work Authorization Documents Expiring'' case alert when the automatic extension period for this EAD is about to expire. This alert indicates that at the end of the automatic extension period, employment authorization must be reverified in Supplement B of Form I-9. Employers must not use E-Verify for reverification.

Last Reviewed/Updated: 06/06/2024

4.2.4 Recently Auto-Closed Cases

All E-Verify cases that result in Employment Authorized will automatically close. The Recently Auto-Closed Cases alert will help users find cases that were automatically closed.

This case alert shows the number of cases that were automatically closed within the past 30 days.



Clicking on the case alert allows users to easily see that their employee (or their client's employee) is authorized to work, and to access the case information they (or their client company) need to record on Form I-9.

Last Reviewed/Updated: 07/06/2023

5.0 Case Reports

There are various types of case reports available in E-Verify for persons or entities who are enrolled as employers. These are: Case Creation Summary report, Historic Records Report

and Quick Audit Report. This section provides information on these reports and how to create them in E-Verify.

Alert Type info

Reports display only the last four digits of an employee's Social Security number for added security and to protect employees' privacy.

A description of each report is provided in the Reports – Overview.

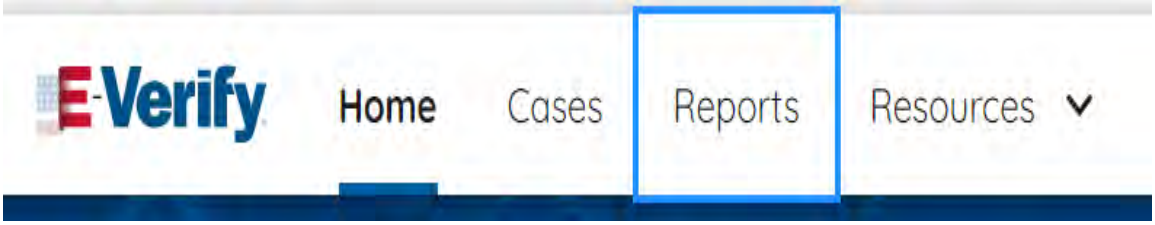
Reports - Overview

- **Case Creation Summary report** - This report displays the number of cases created by a specific account within a user-selected timeframe; no case details are provided. If the employer has not created any cases during the fiscal year, a report will appear with a total of zero. The report is available to all users on Employer, Employer Agent, and Corporate Administrator accounts.
- **Historic Records Report** - This report provides case data about each resolved case that is 10 years or older. The case data includes basic company and case identifiers and case resolution information. The case data does not include sensitive employee information such as Social Security number or document number. This report is available to corporate administrators and program administrators for 3 months in the fall of each year.
- **Quick Audit Report** - This report provides case data about each case that matches the user-entered search criteria in the .csv file format. The case data includes basic company and case identifiers and case resolution information. The case data does not include sensitive employee information such as SSNs or document numbers. This report was designed to satisfy the requirement of employers to report their E Verify activity to federal, state, or local government entities. Users should note that this report may contain up to 5,000 rows and is populated with the city and state that is associated with their account. This report is available to corporate administrators and program administrators.

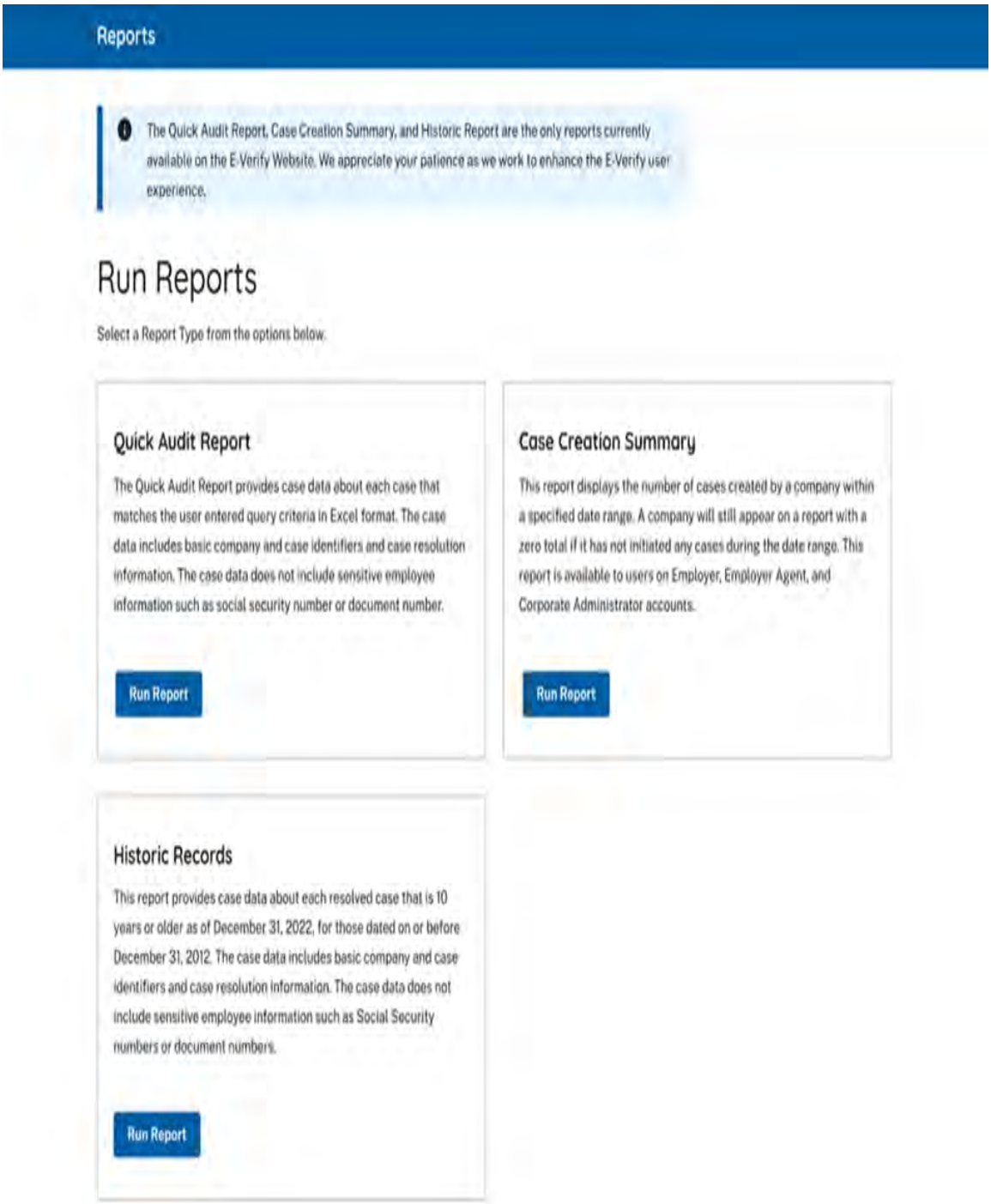
To create a report, see the Reports Process Overview.

Reports Process Overview

- Select Reports from the Navigation menu.



- Select the report you want to create from the options available. A description of the report is provided on the Select a report screen.



- Click Run Report.
- Determine your search criteria and click Run Report.

Last Reviewed/Updated: 06/06/2024

6.0 Account Administration

User account administration provides individual users specific functions and permissions to update their accounts, edit their profile information, and perform other functions explained in this section.

It is important to distinguish that the user account functions are different for each user role.

Last Reviewed/Updated: 05/14/2025

6.1 Overview of User Roles

Enrolled employers can assign their users with different permissions and functions, depending upon the user's role. There are two types of users: Program Administrators and General Users. Program Administrators provide support for the General Users and manage the company profile. Employers must have at least one Program Administrator but can have as many Program Administrators as they choose.

General Users are only able to create and manage cases. Employers are not required to have General Users, but can have as many General Users as they choose.

General Users and Program Administrators must successfully complete the online E-Verify training requirements before they can create or manage cases. Review the permissions of each user role in the User Role Overview below.

User Role - Overview

User Role	Permissions
Program Administrator (at least one required)	Every E-Verify account must have at least one program administrator. The program administrator is responsible for following all E-Verify program rules and staying informed of changes to E-Verify policies and procedures. The program administrator role includes functions of a general

User Role	Permissions
	user. Permissions include: • Registering new users • Creating user accounts for other program administrators and general users • Creating and managing cases • Viewing reports • Updating their Program Administrator profile • Reactivating user accounts • Closing company and user accounts
General User (optional)	Employers can have as many or no general users as they desire. The general user is responsible for following all E-Verify program rules and staying informed of changes to E-Verify policies and procedures. Permissions include: • Creating and managing cases • Viewing reports • Updating their own profile

Last Reviewed/Updated: 07/10/2025

6.2 Use Login.gov to Access E-Verify

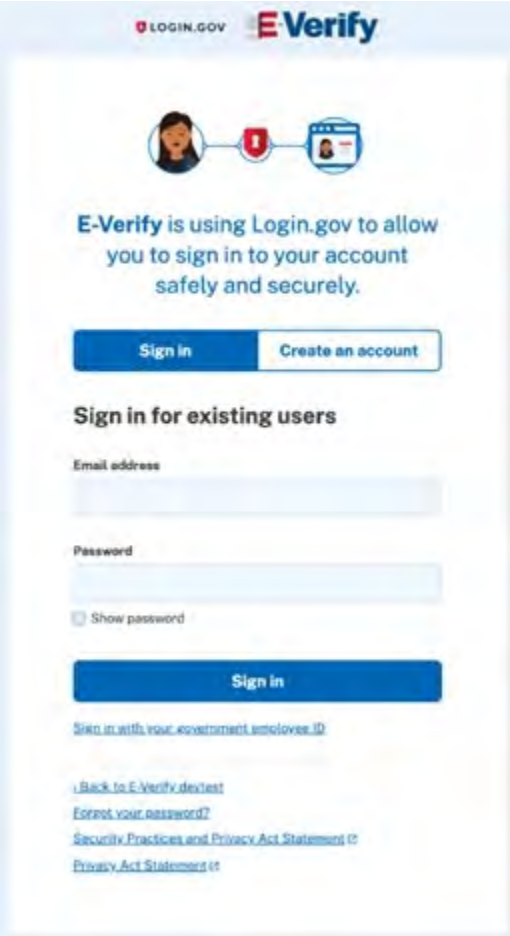
Program Administrators can add users in E-Verify. Upon being initially registered by the Program Administrator, users will receive an email with a link to access E-Verify through Login.gov.

You must use Login.gov to access E-Verify, which includes multi-factor authentication

(MFA).

To activate your new E-Verify user account using Login.gov, follow these instructions.

1. Access E-Verify at https://everify.uscis.gov/ .
2. Click I Agree to the User Agreement.
3. Sign in or create a Login.gov account:
    - If you have a Login.gov account, Sign In using your associated email address and password.
    - If you do not have a Login.gov account, select Create an Account and follow the prompts to set up your Login.gov account. Review and confirm the information on Your Account screen is correct in your new Login.gov account.



Review and confirm Your Account information is correct in your Login.gov account. This completes setting up your new user account through Login.gov.

4. From the Your Account screen in Login.gov, click **Continue** to E-Verify. This takes you to the Dashboard within the E-Verify system.

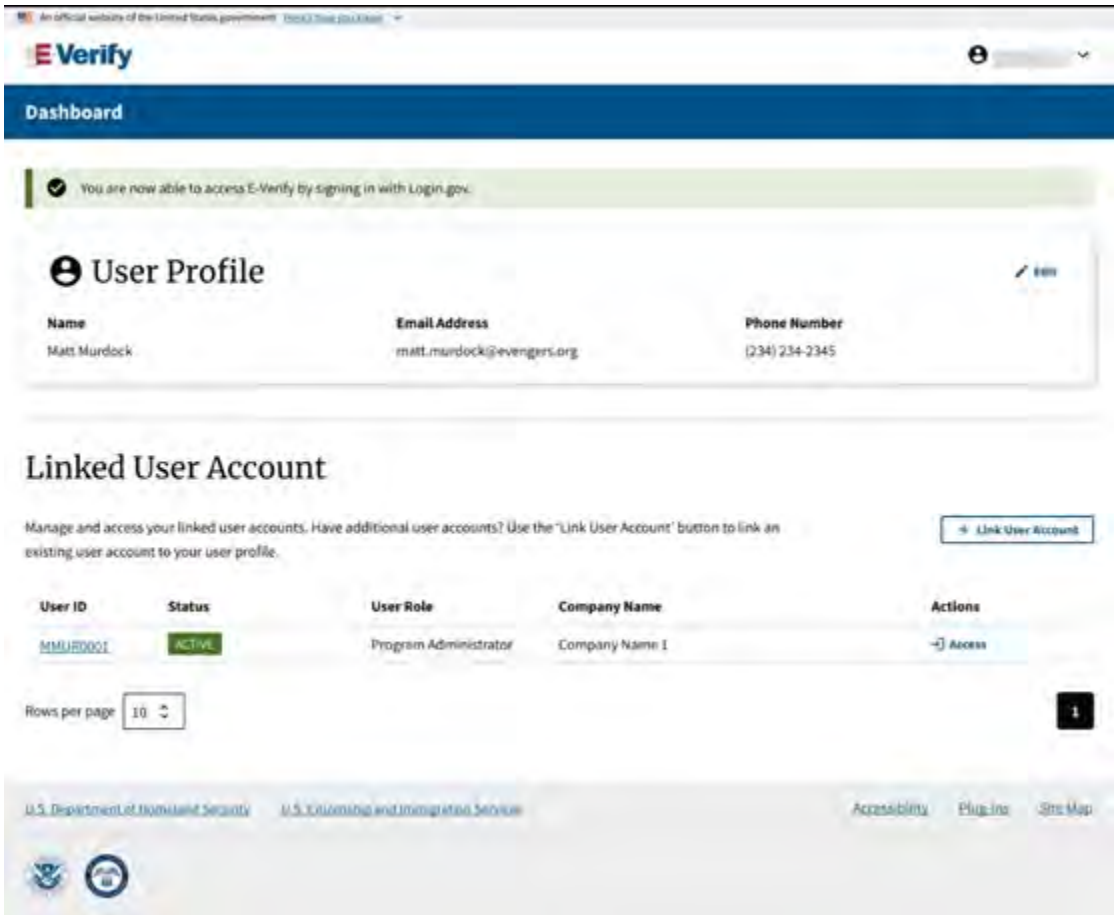
5. From Select a User Account, click the **User ID** to complete the E-Verify online training requirements.

6. You may begin using E-Verify through your new user account.

E-Verify Dashboard Screen Overview

The E-Verify Dashboard lists your name, User Profile and User Account sections.

- Click Edit to make changes to your User Profile; or
- Select the User ID and be directed to the E-Verify system home page.



If the user has additional user accounts and would like to link those accounts with

their user profile, click Link User Account. See XX XX to learn more about how to link your accounts.

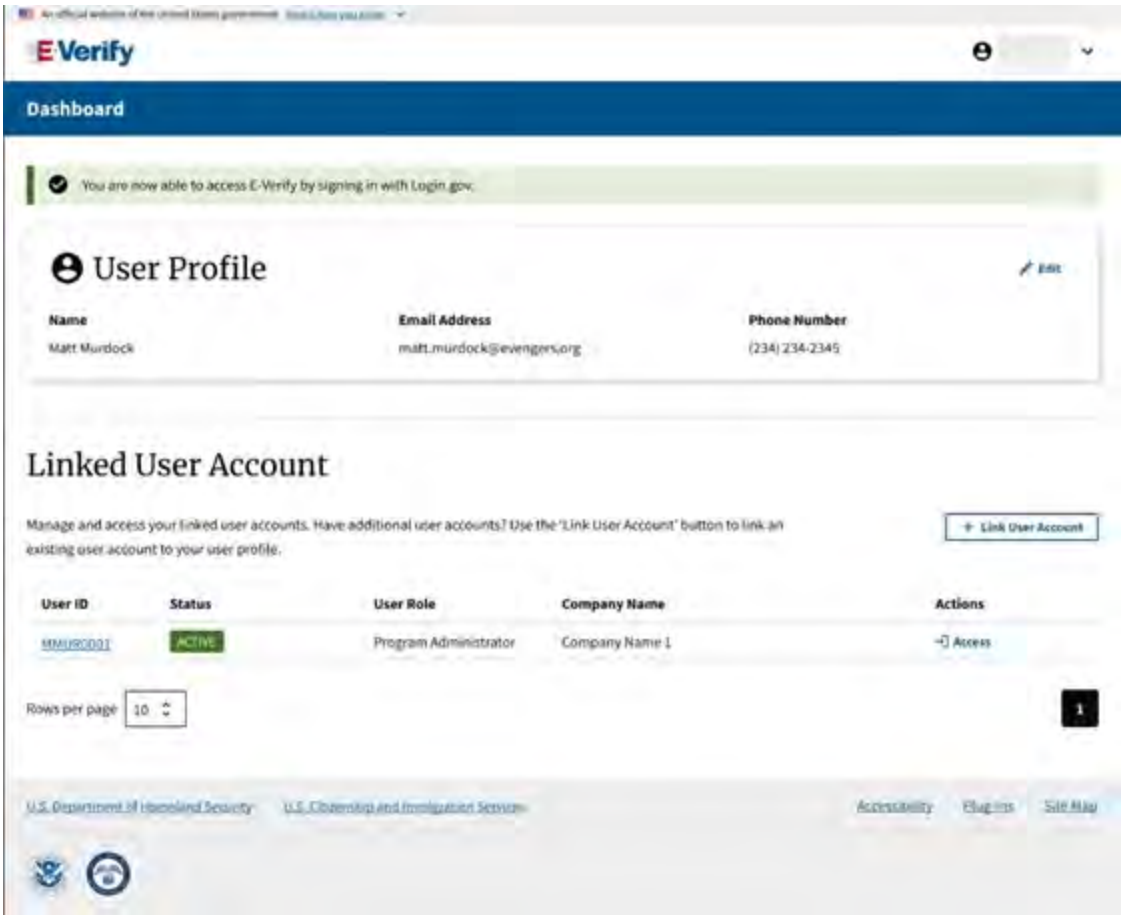
Last Reviewed/Updated: 05/14/2025

6.3 Update User Profile Information

E-Verify user information including name, email address, and phone number are stored in a user profile. Your user profile information is associated to one or multiple user accounts depending on how you access E-Verify. Users should update user profile information whenever necessary. To edit user profile information, you must be on the Dashboard. You always enter E-Verify on the Dashboard after logging in or to return to the Dashboard from a user account, select your name and then Dashboard. Any updates to user profile information will apply to all user accounts associated under your user profile.

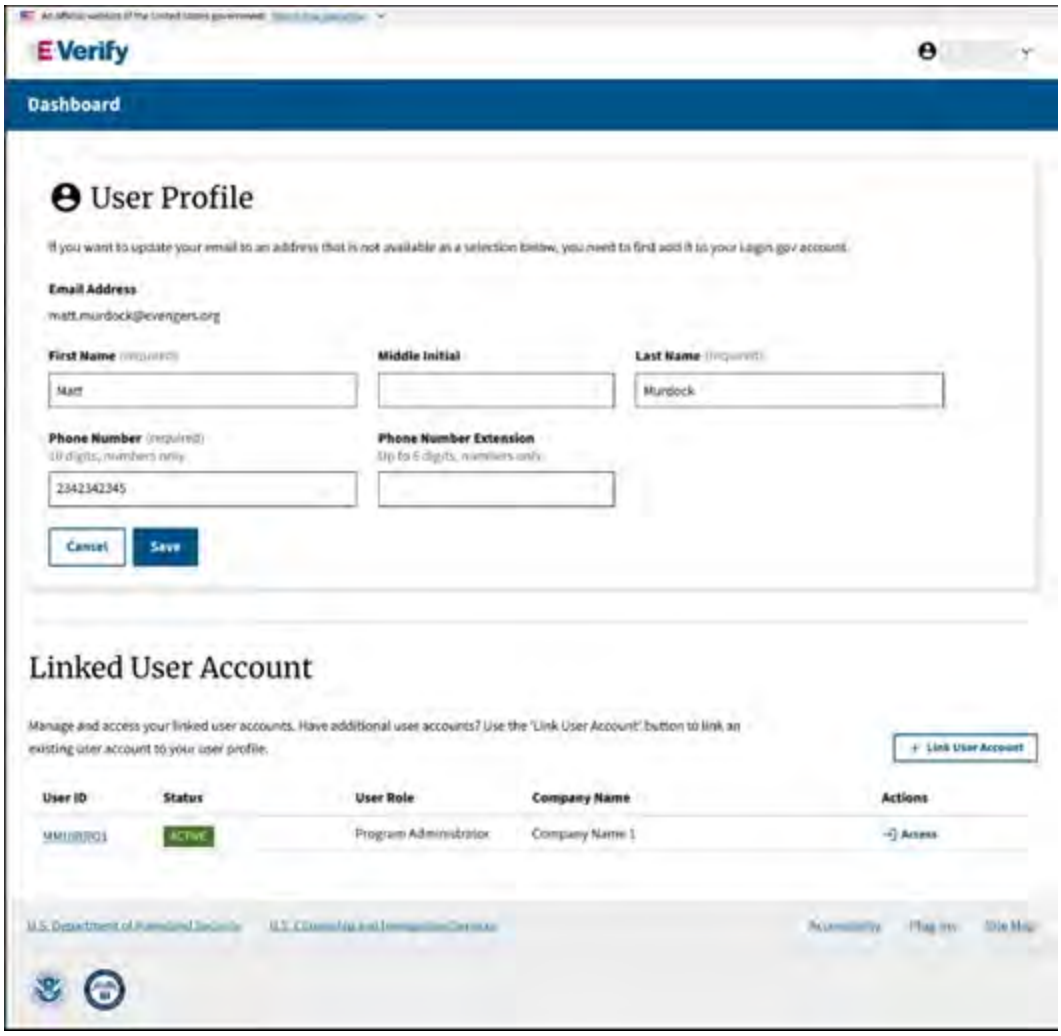
From the Dashboard:

- Click **Edit** on User Profile page.



Alert Type info

If you want to use an email address that is not available as a selection above, you need to first add that email address to your Login.gov account.



- Review your information to confirm your update was successful.
- Click **Save.**

Last Reviewed/Updated: 05/14/2025

7.0 Company – Program Administrators

Program Administrators manage the site administration of their E-Verify employer account. They use the Company menu to:

- Register new users
- Add other program administrators

- View existing users
- Delete user accounts
- Change or update company profile information
- Request termination of participation in E-Verify

Last Reviewed/Updated: 07/10/2025

7.1 Register New User

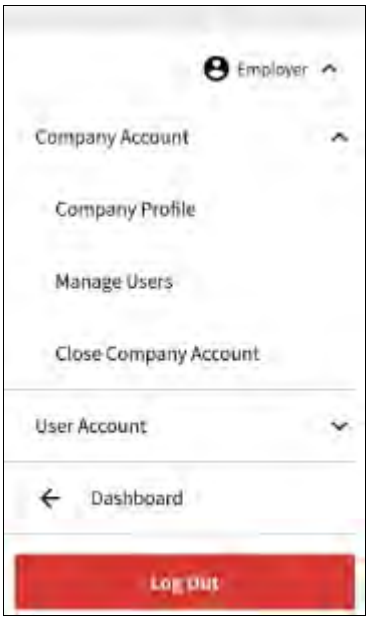
Only Program Administrators can add E-Verify users. To add a user, the Program Administrator must provide the user's email address and appropriate user role.

If a user leaves the employer or no longer needs access to E-Verify, a Program Administrator must delete the user's account. To delete a user's account, see Delete User Account – Process Overview in Section 7.2.2.

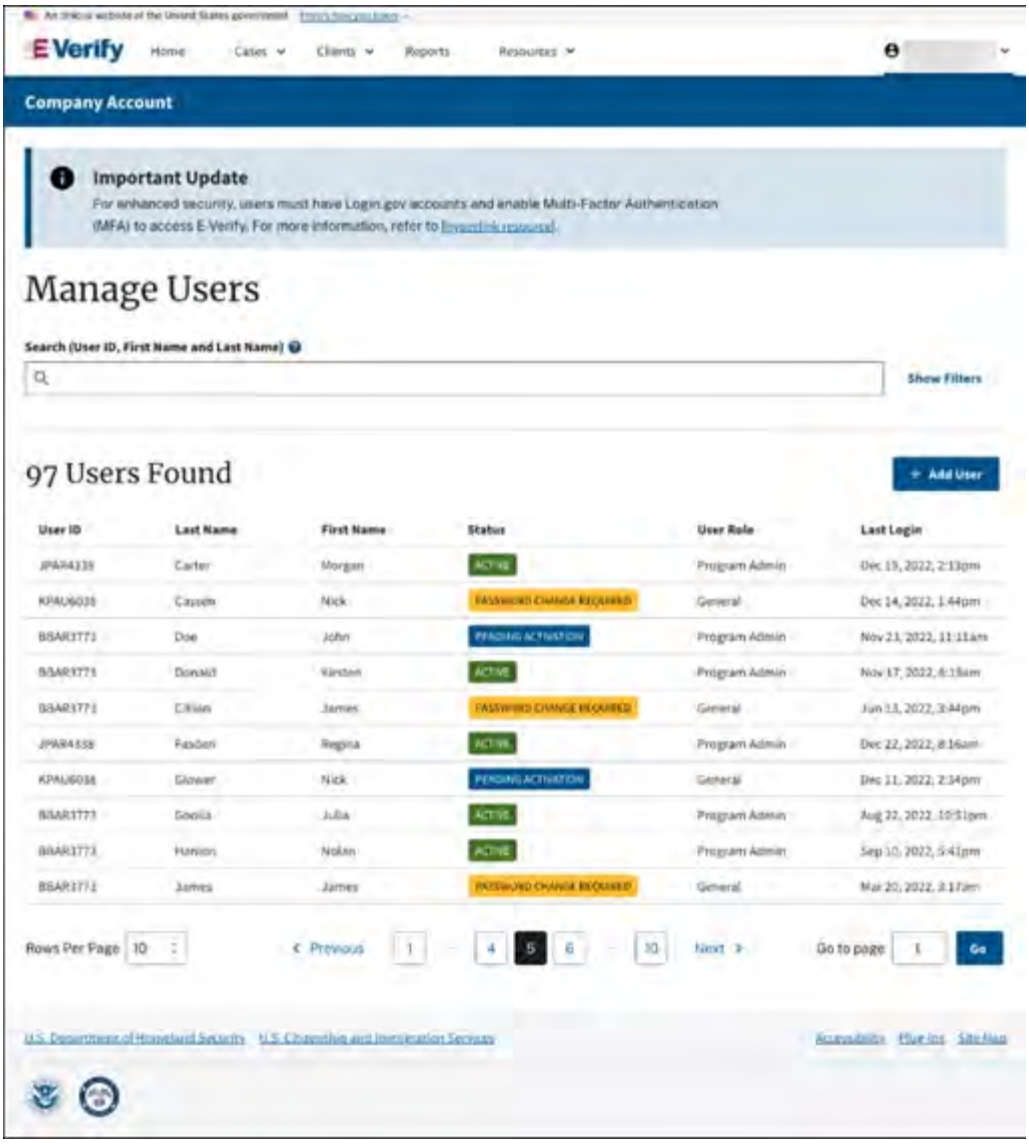
Program Administrators who need to register a new E-Verify user should see Register New User - Process Overview.

Register New User – Process Overview

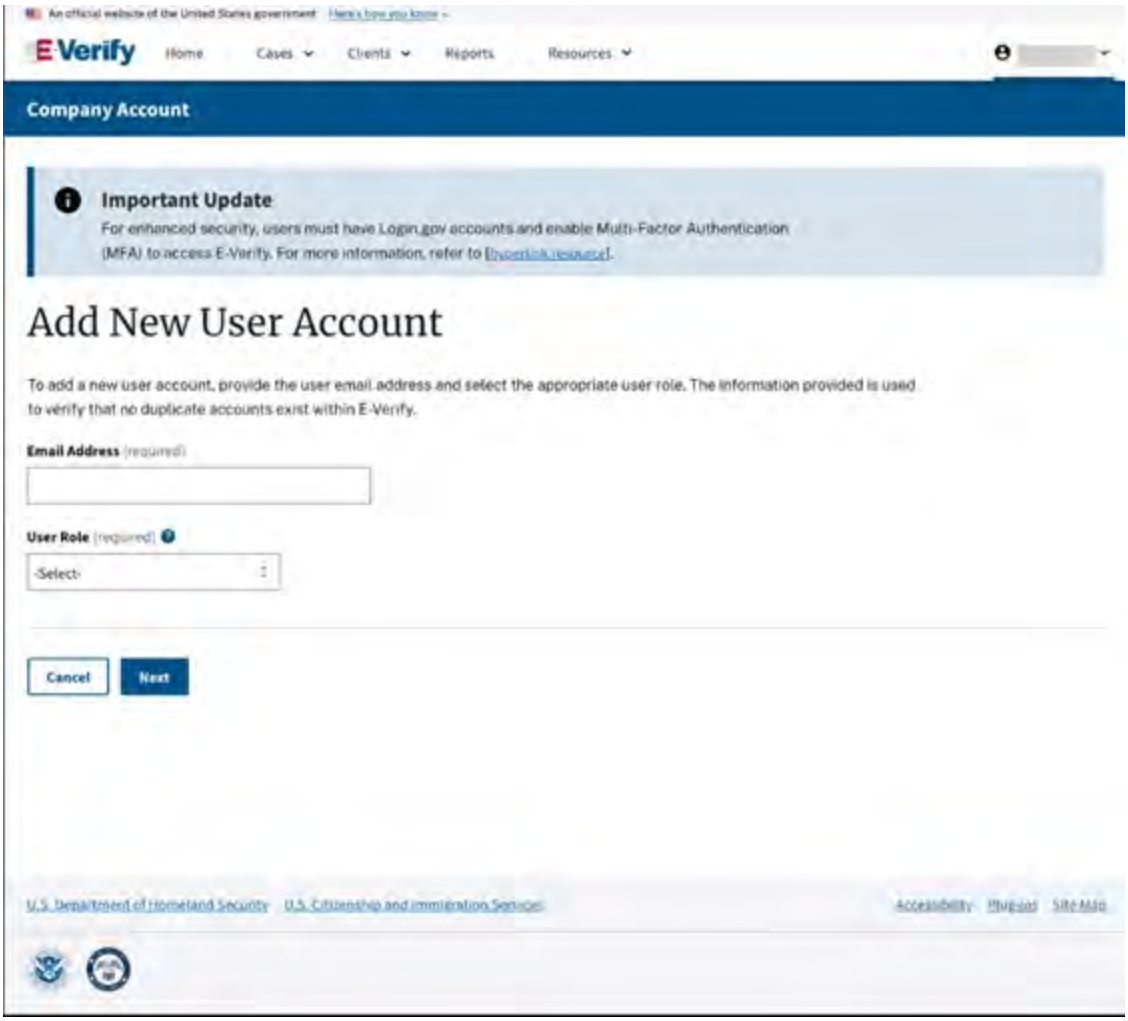
- From Company Account, select **Manage Users**.



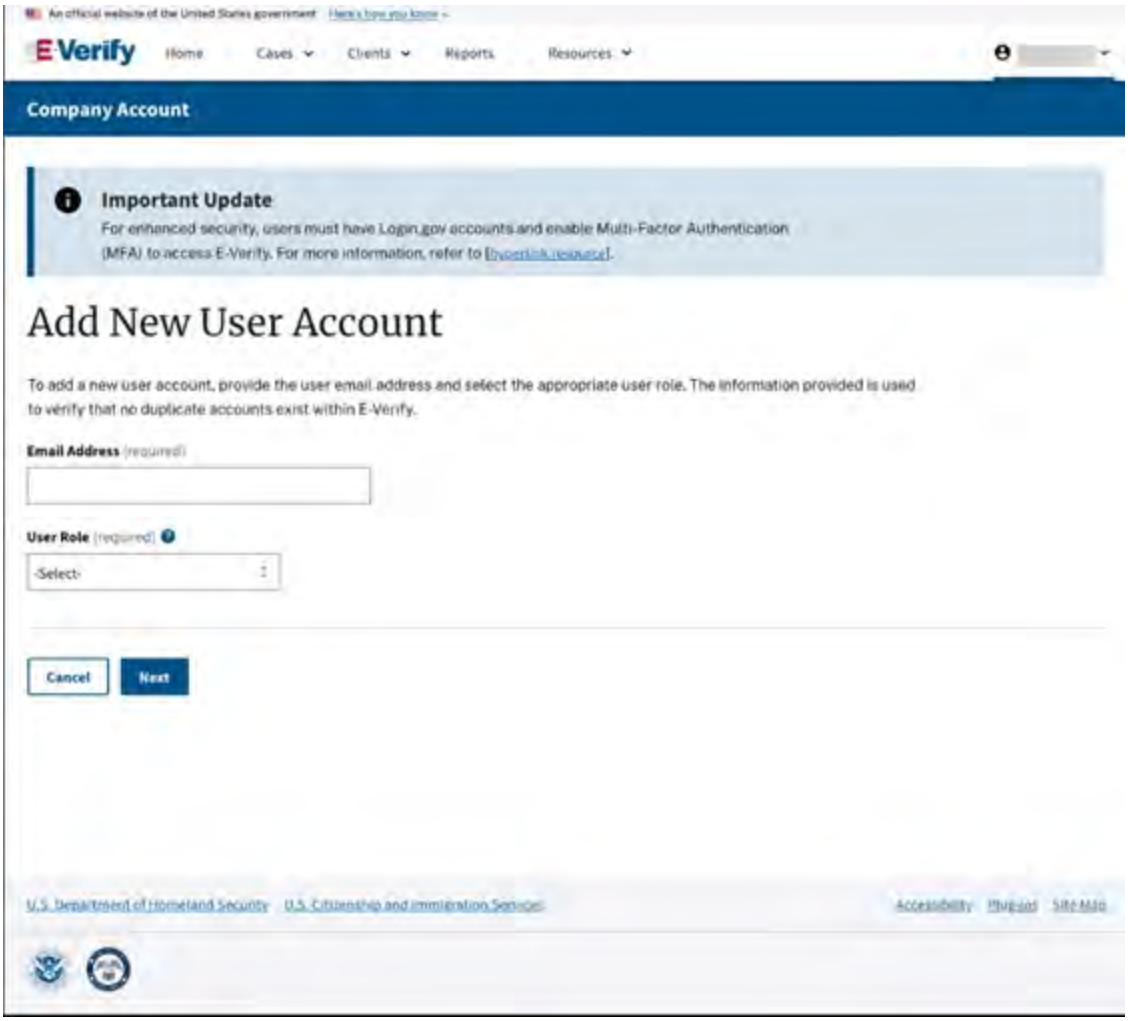
- Click **Add User**.



- Enter email address.
- Select user role as General User or Program Administrator and click Next. E-Verify will look to see if the email address you entered is associated with an existing E-Verify user. If it is, the associated name and phone number are stored in a user profile and will only be visible after the user signs in for the first time. If not, you will be asked to enter the new user's name and phone number.



- Accept the system-generated user ID or create a new user ID.
- Click **Create User Account.**



An email will be sent to the new user with an E-Verify activation link.

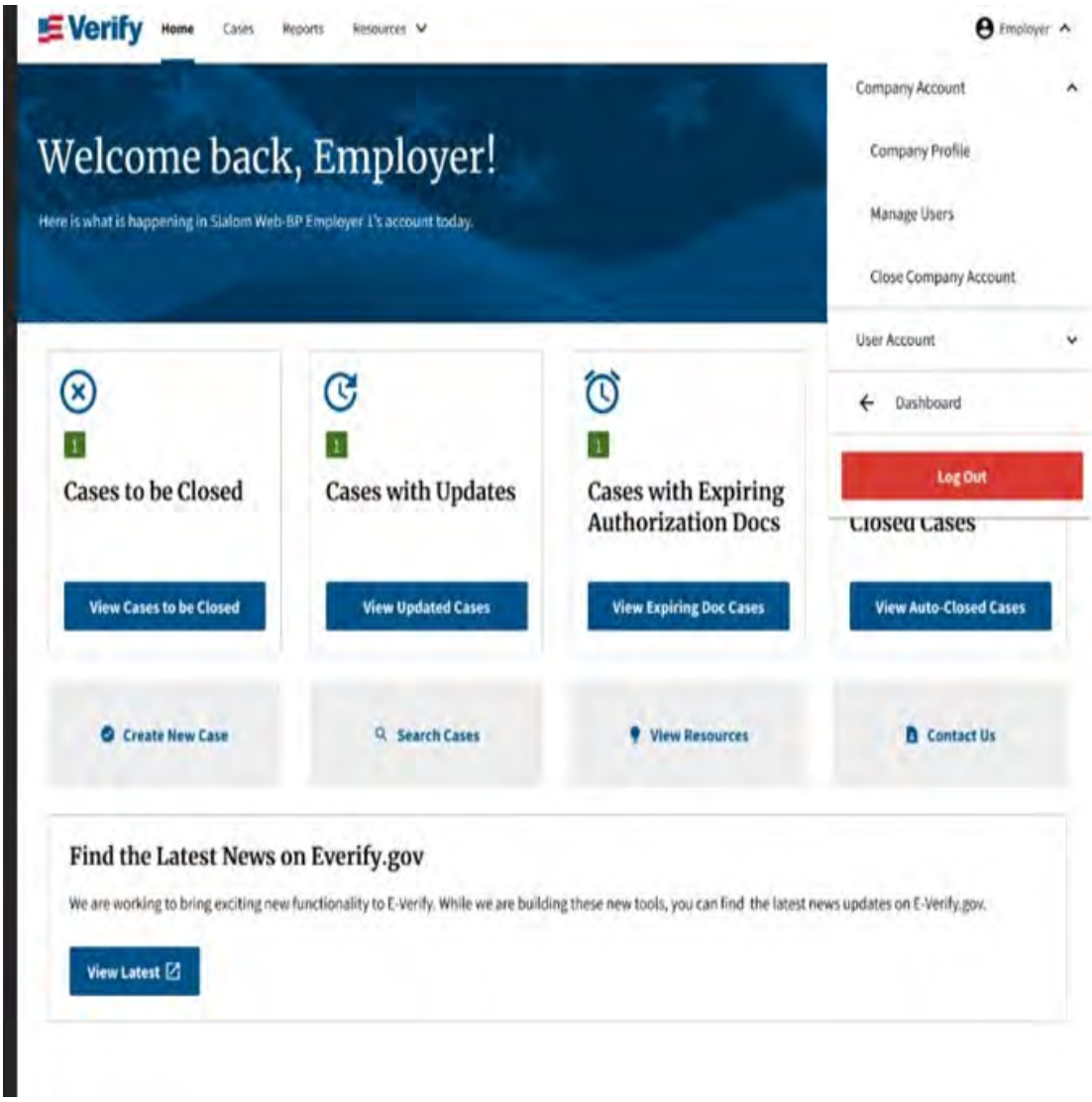
Last Reviewed/Updated: 05/14/2025

7.2 Manage Users

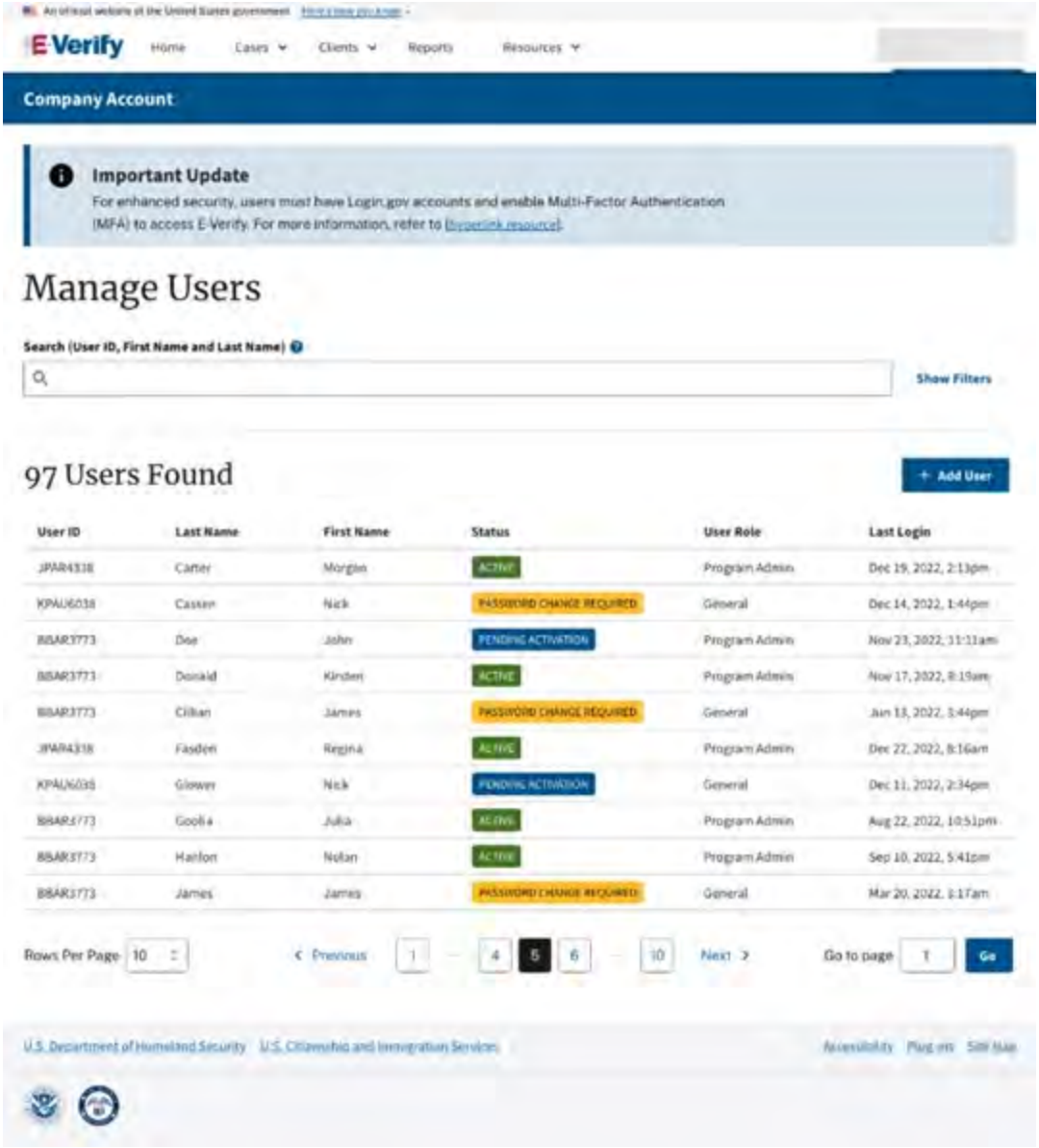
Only Program Administrators can view, search and maintain their company's General Users and other Program Administrators. See Manage Users – Process Overview to learn more.

Managers Users – Process Overview

- From **Company Account**, select **Manage Users**:



- From the Manage Users screen, search for a user by typing the User ID, Last Name, and First Name;
- Click **Show Filters** and search by user role and/or user status; or
- Scroll through list and select the appropriate User ID. Navigate to right to click on the view, edit, or delete action icons.



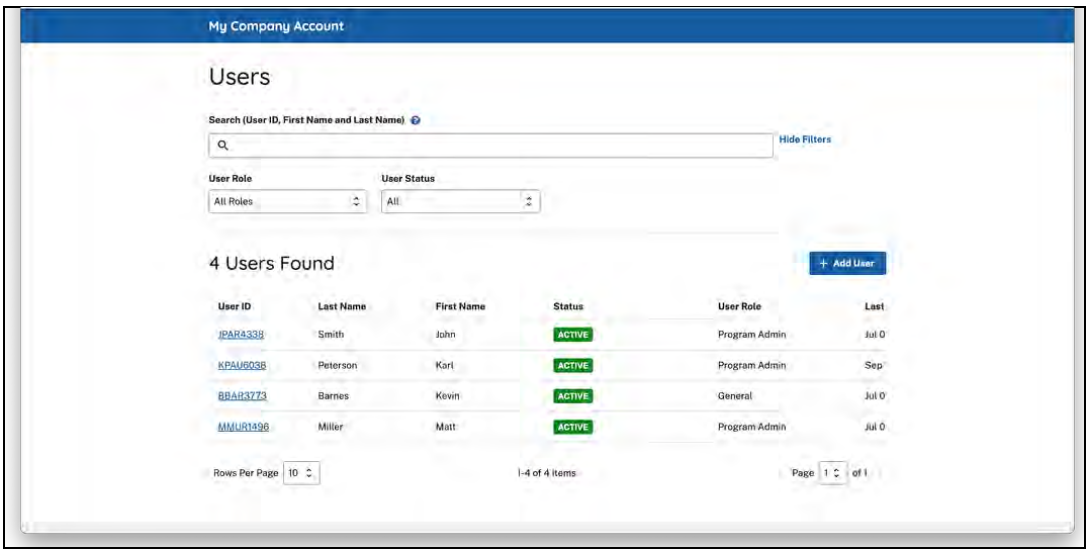
Last Reviewed/Updated: 05/14/2025

7.2.1 Delete User Account

Program administrators may delete user accounts by following the steps in the Delete Users – Process Overview.

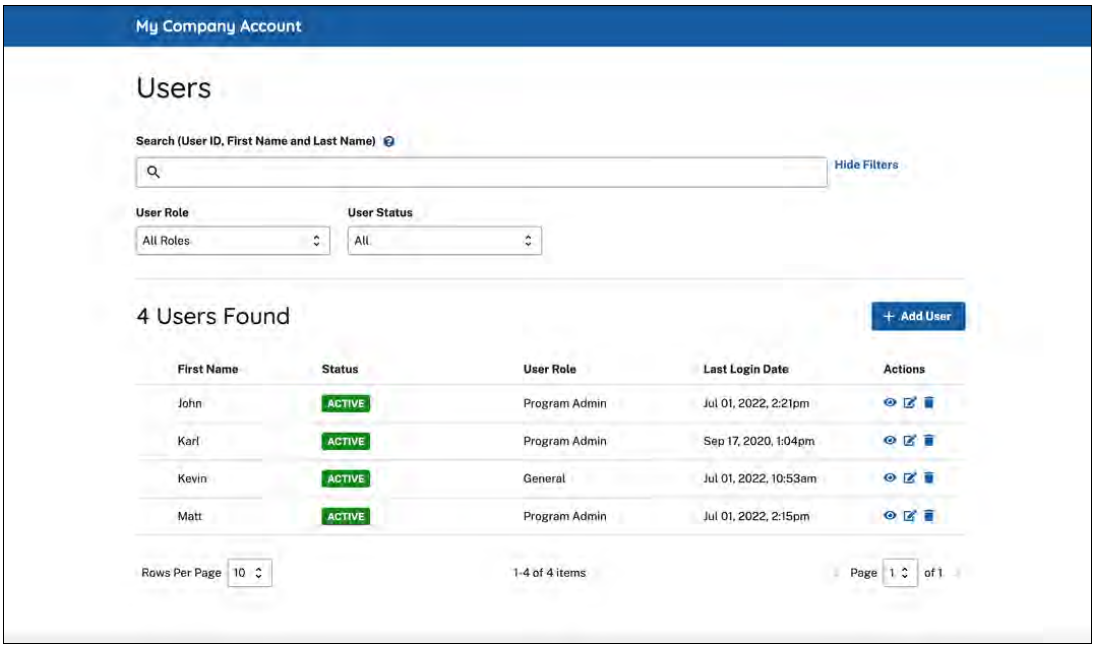
Delete Users Account - Process Overview

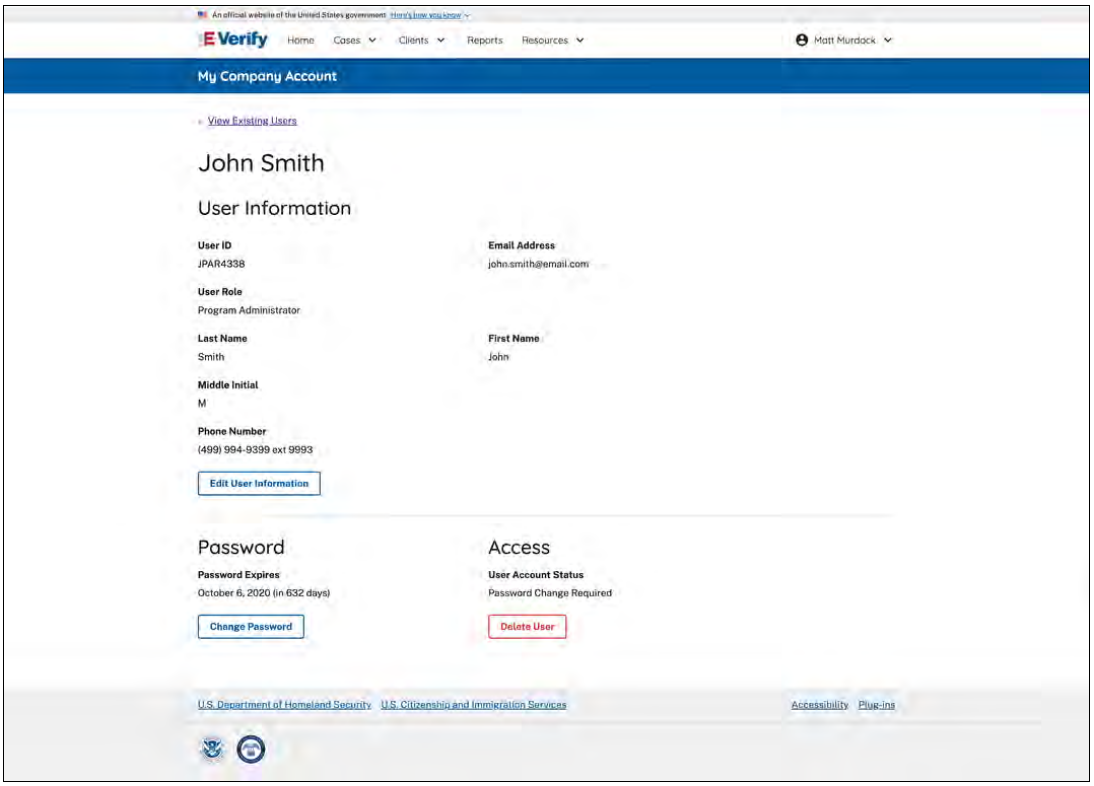
- Follow the steps in View Existing Users – Process Overview above to find the user whose account needs to be deleted.
- Click the Delete icon in the row under **Actions** of the user's account you wish to delete on the User Summary List page.



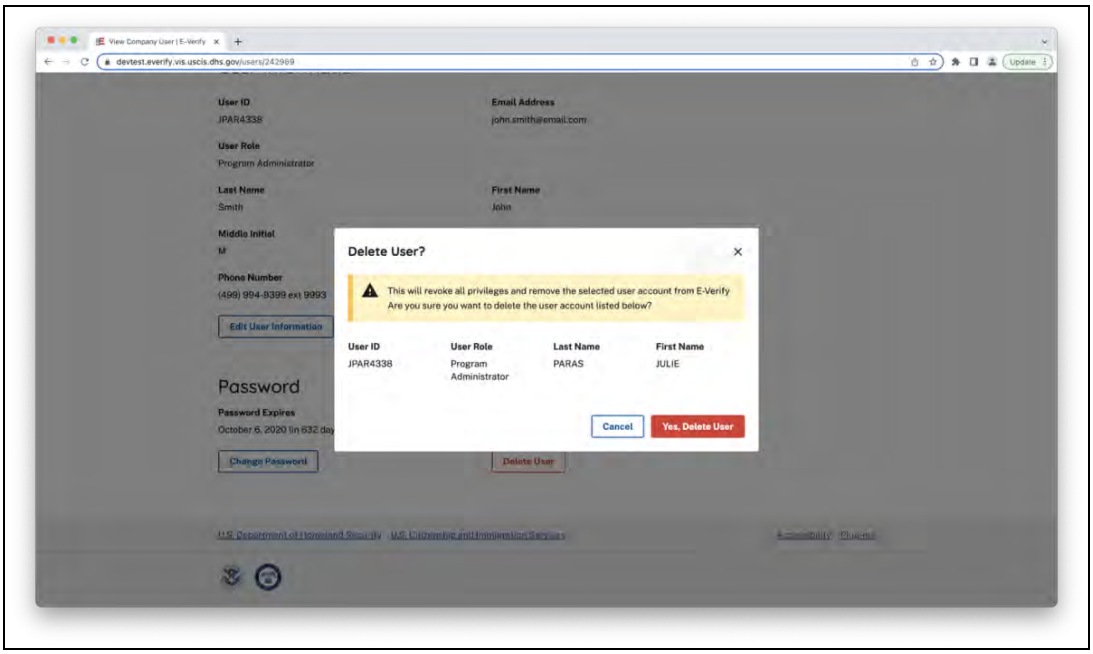
OR

- Select the link for the appropriate User ID to open User Information page.





- Click **Delete User**



- In both instances, E-Verify displays the information for the user's account you want to delete. Click **Yes, Delete User** to delete the user's account.
- After you click **Yes, Delete User**, changes will be permanent

Last Reviewed/Updated: 06/06/2024

7.3 Edit Company Profile

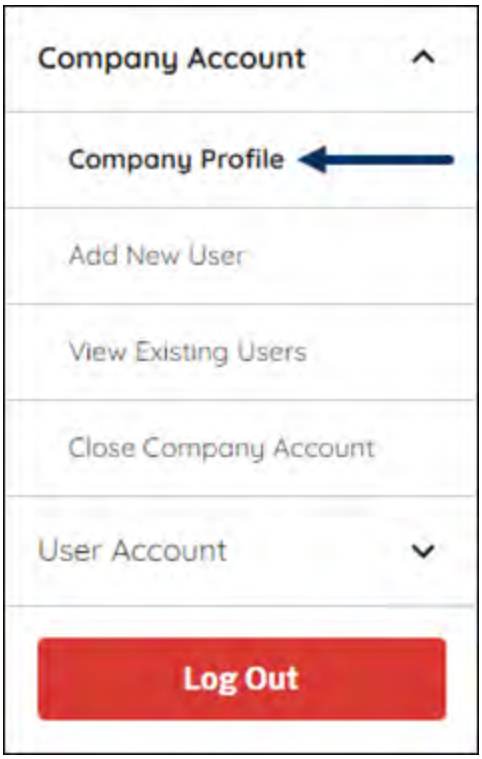
Program Administrators must maintain accurate company information in the company profile and should update their profile as needed.

To update employer information in E-Verify, complete the steps in the Edit Company Profile – Process Overview. Once a Program Administrator has updated the employer's profile, he or she will be subject to the rules and requirements associated with the profile and have access to all online resources specific to the profile.

Edit Company Profile - Process Overview

- From Company Account, select **Company Profile**.

- Click on the section of the company profile you need to update (Company Information, Employer Category, Company Addresses, or Hiring Sites).



Alert Type info

The E-Verify company ID number is located at top of the Company Information page.

Last Reviewed/Updated: 05/14/2025

7.3.1 Company Profile Fields

Many fields can be updated in the Company Profile page. You are responsible to keep your information page up to date. For additional information on each field, see the Company Information table below.

Company Profile Overview

FIELD NAME	DESCRIPTION
Company Name	Name of employer enrolled in E-Verify.
Doing Business As (DBA)	The DBA Name is the name under which a company operates. The DBA is visible to the public, but is not the legal, registered name of that organization.
Employer Identification Number (EIN)	An EIN is also known as the Federal Tax Identification Number, and is used to identify a business entity. An EIN is required for an employer to enroll in E-Verify. Employers who do not have an EIN can apply online with the IRS to receive an EIN immediately.
Data Universal Numbering System (DUNS)	A DUNS number is a unique, 9-digit identifier issued and maintained by Dun & Bradstreet that can help verify the existence of a business entity.
Unique Entity Identifier (UEI)	A UEI is a 12-digit alphanumeric identifier that is provided by SAM.gov to all entities who register to do business with the federal government. Learn more about the UEI.
Total Number of Employees	Total Number of employees in the company.
North American Industry Classification System (NAICS)	The NAICS classifies businesses by industry to collect, analyze, and publish statistical data related to the U.S. business economy. A three (3) digit NAICS code is required for an employer to enroll in E-Verify. If you do not know your client company's three (3) digit NAICS code, you can select the sector and subsector of the client company to determine the NAICS code.
Employer Category	The category that identifies the employer as a federal, state or local government organization or a federal contractor with the FAR E-Verify clause in their federal contract, if applicable.
Company Addresses	Physical Address is the location where the employer creates E-Verify cases. Employer’s mailing address (if this address is different from the physical address).
Hiring Sites	Locations where your company’s employees are hired. Typically, a hiring site is where an employee completes Form I-9.

Last Reviewed/Updated: 06/06/2024

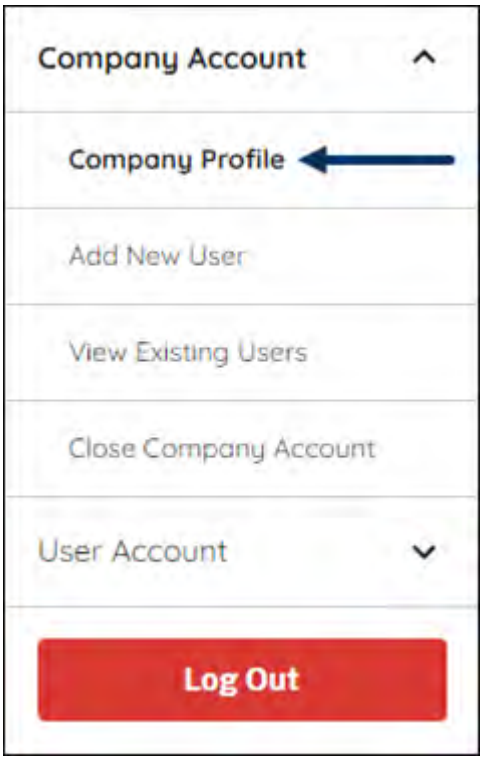
7.3.2 Update North American Industry Classification System (NAICS) Information

The NAICS code classifies employers by industry. The employer selects the NAICS code during enrollment. If the employer's industry classification has changed, this should be updated in the E-Verify company profile.

To update the NAICS code, follow the Update NAICS Code - Process Overview.

Update NAICS Code - Process Overview

- From Company Account, select **Company Profile**.



My Company Account

My Company Profile

Company Information

Company Name
VER HQ Child Company Test #1

Company ID
124566

Employer ID Number
111111111

DUNS Number

NAICS Code
111

Subsector
Crop Production

Doing Business As (DBA)

Enrollment Date
Mar 02, 2022

Unique Entity Identifier (UEI)

Total Number of Employees
5 to 9

Sector
Agriculture, Forestry, Fishing and Hunting

Edit Company Information

Employer Category

Employer Category
None of these categories apply

Edit Employer Category

Company Addresses

Physical Address
123987 Sunshine View
Atlanta, GA 45832

Mailing Address
Same as Physical Address

Edit Company Addresses

Hiring Sites

Number of Sites
2

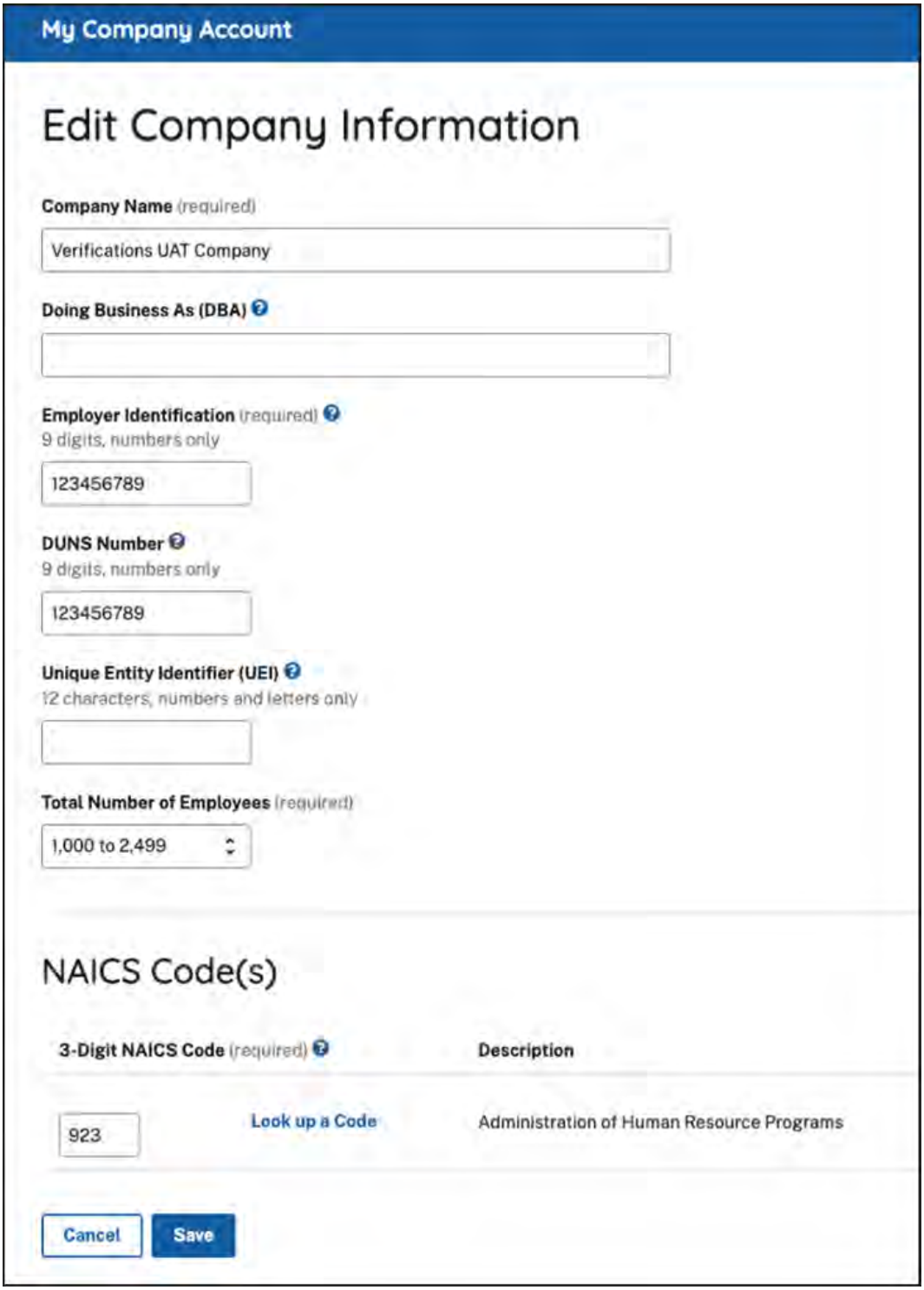
Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Memorandum of Understanding

- Next, from the Company Profile, click **Edit Company Information** to view the NAICS Code(s) section.



To update the NAICS Code field:

- Enter the new three-digit NAICS code.
- Click **Save**.
- If you don't know the new number, follow the steps below to search available codes.

To determine the employer's NAICS code:

- Click **Look up a Code**.
- Select the appropriate Sector from the drop-down list. Click **Done**.
- Select the appropriate Subsector from the drop-down list. Click **Done**.
- Click **Save** to return to Company Profile.

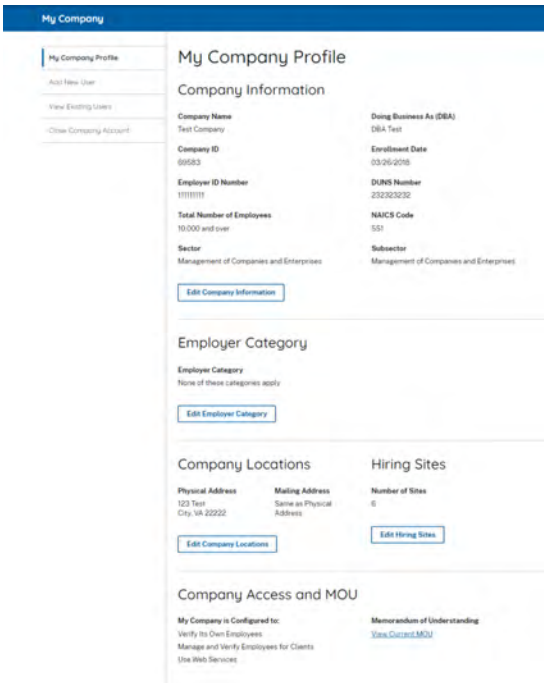
Last Reviewed/Updated: 06/06/2024

7.3.3 Update Points Of Contact

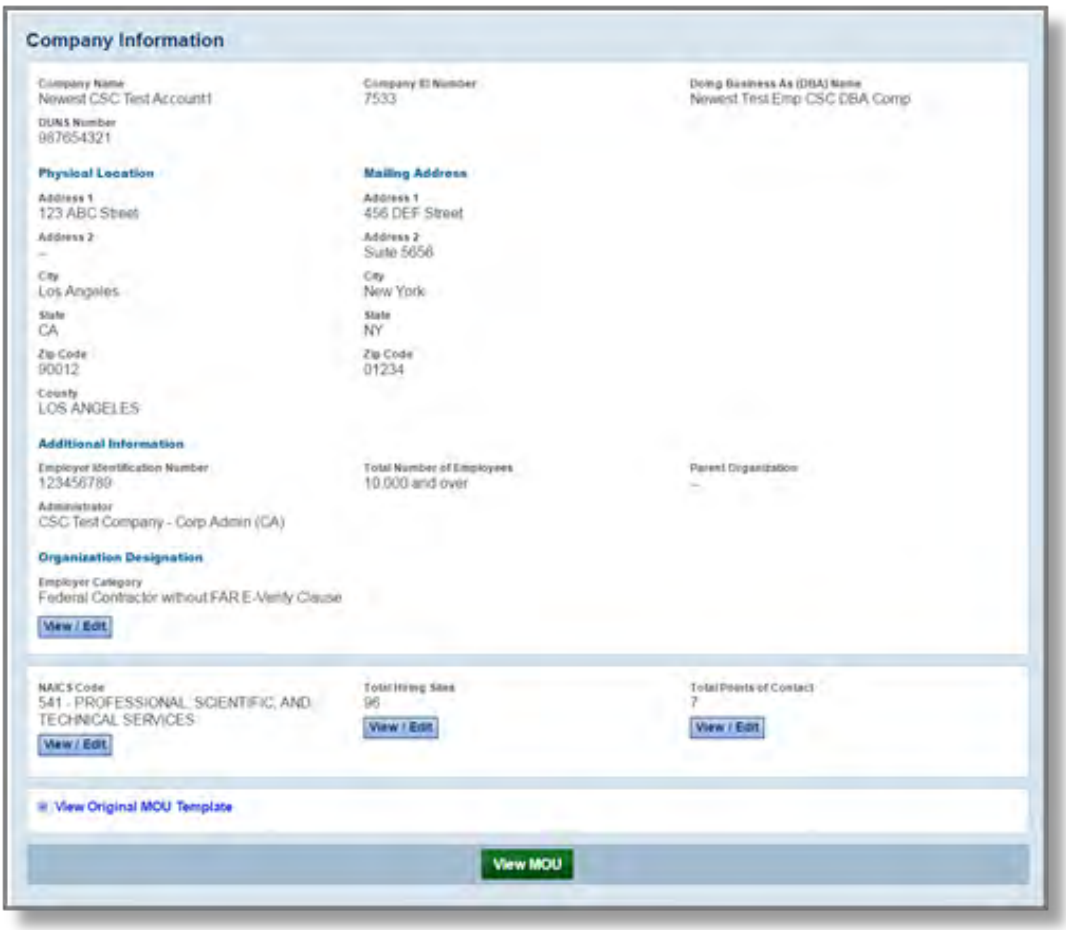
Every employer must have at least one person assigned as a point of contact for E-Verify issues. Program administrators added during account enrollment are automatically assigned as points of contact. Employers should keep their point of contact information up-to-date. E-Verify will rely on this information if it ever needs to contact the employer. To update the point of contact information when it changes, see the Update Points of Contact – Process Overview.

Update Points of Contact - Process Overview

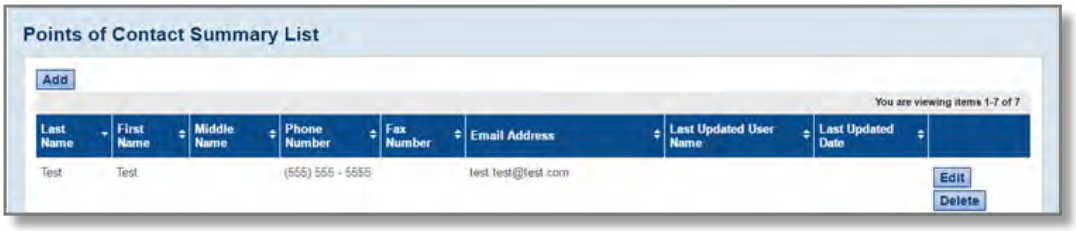
- From Company, select **Edit Company Profile**.



- Click **View/Edit** in the Total Points of Contact section of the Company Information page to update this information. The Points of Contact Summary page opens.



- Click **Add** to add a new point of contact. Or select **Edit** next to the point of contact you are updating.
- Click **Next** after adding the new point of contact's information or modifying an existing point of contact's information. The updated Points of Contact Summary List page will appear.
- Click **Delete** to delete a point of contact. The updated Points of Contact Summary List page will appear.



- Click **Save** when finished updating the point(s) of contact information. This brings the program administrator back to the Company Information page.

Last Reviewed/Updated: 06/06/2024

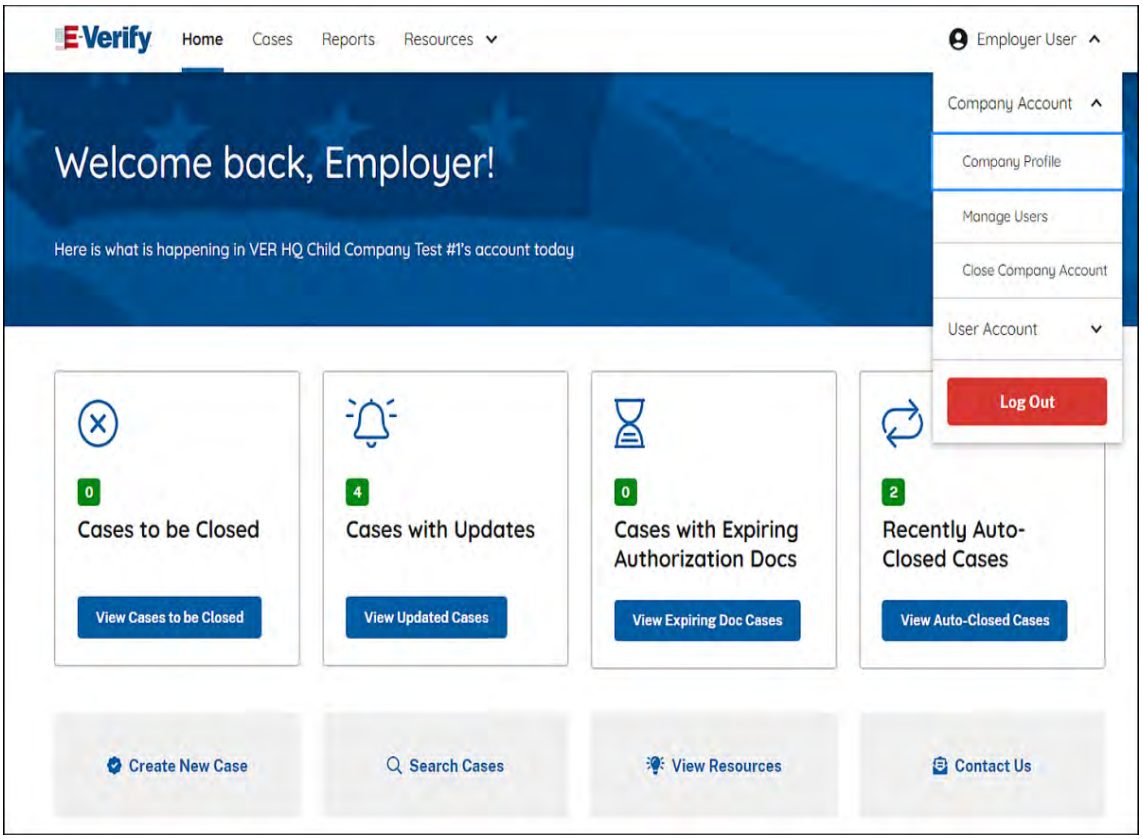
7.3.4 Update Hiring Site(s)

An E-Verify hiring site is the location where employees are hired and complete Form I-9. The employer creates an E-Verify case for every newly hired employee who is hired and completes a Form I-9 at that site. Program Administrators can modify the number of hiring sites that participate in E-Verify in each state.

The Edit Hiring Sites page shows the states where the employer has participating hiring sites and the number of participating hiring sites for each state. Program Administrators have the option to add participating hiring sites for a new state, edit the number of sites in a state where the employer currently has participating hiring sites, delete a state from the participating hiring site list if the employer will no longer use E-Verify in that state, or use bulk upload to add multiple hiring sites. To add a new state where the employer will have participating hiring sites, edit, or delete participating hiring sites and use bulk upload see the Update Participating Hiring Site(s) – Process Overview.

Add Hiring Site(s) - Process Overview

- From Company Account, select **Company Profile.**



- From the Company Profile, select **Edit Hiring Sites**.

My Company Account

My Company Profile

Company Information

Company Name
VER HQ Child Company Test #1

Doing Business As (DBA)

Company ID
124566

Enrollment Date
Mar 02, 2022

Employer ID Number
111111111

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees
5 to 9

NAICS Code
111

Sector
Agriculture, Forestry, Fishing and Hunting

Subsector
Crop Production

Edit Company Information

Employer Category

Employer Category
None of these categories apply

Edit Employer Category

Company Addresses

Physical Address
123987 Sunshine View
Atlanta, GA 45832

Mailing Address
Same as Physical Address

Edit Company Addresses

Hiring Sites

Number of Sites
2

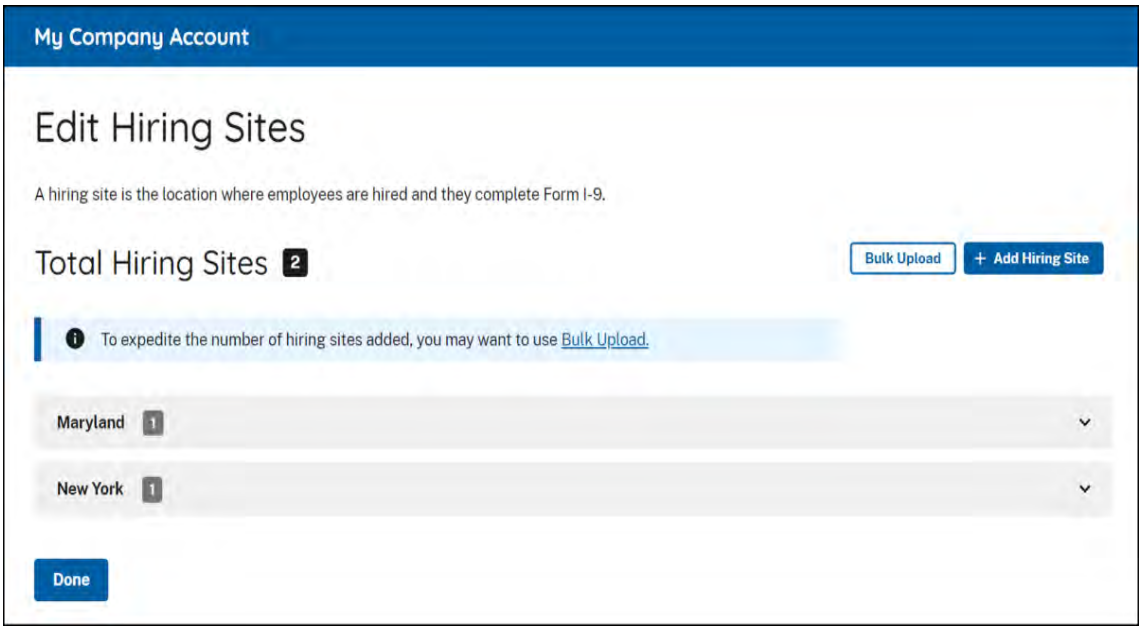
Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

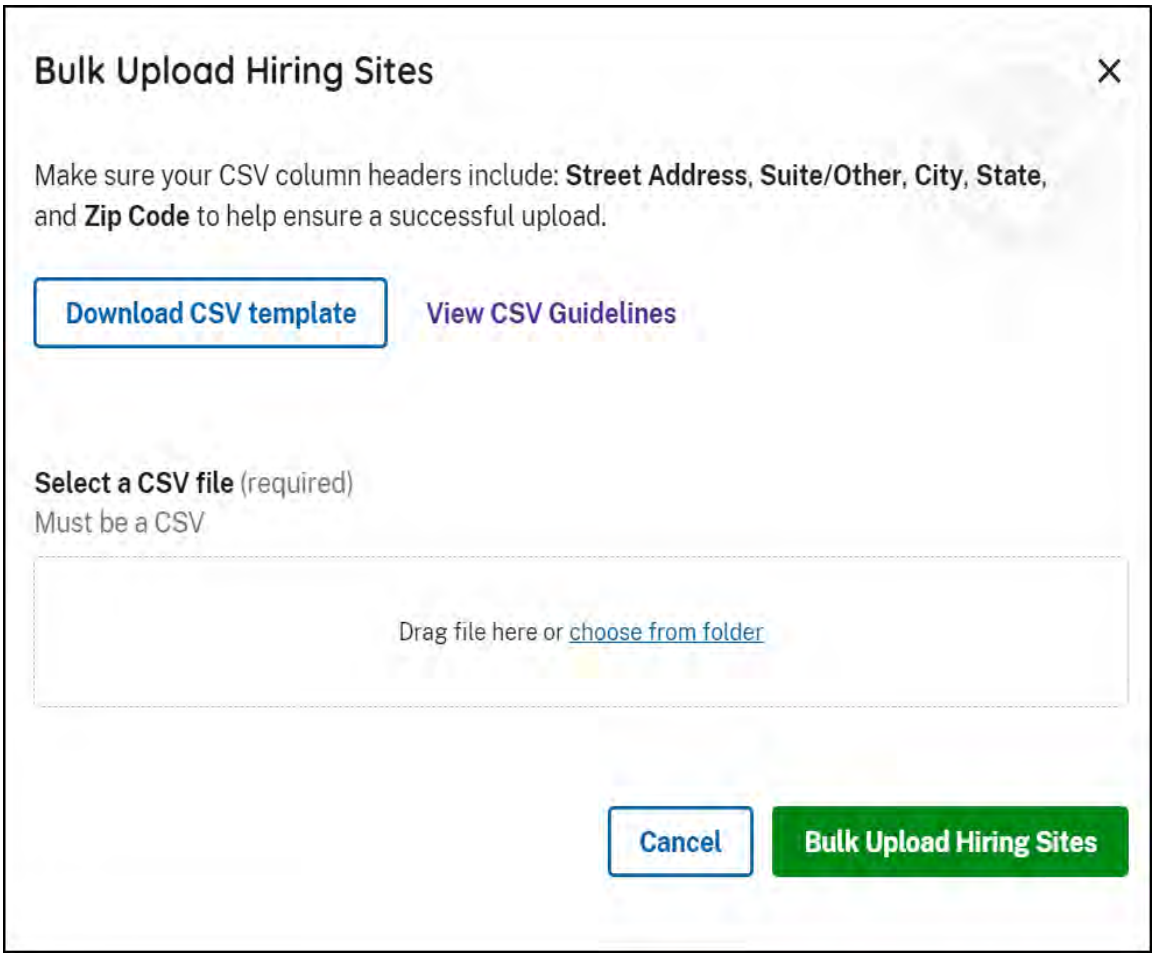
Memorandum of Understanding

- Select + **Add Hiring Site** and enter the street address, city, state and zip code and select **Add Hiring Site** to add your hiring sites one a time.



OR

- Select **Bulk Upload** to add multiple hiring sites by uploading a file. The bulk upload function allows you to add multiple hiring sites by uploading a file. To use the bulk upload function, you must create a comma separated value (.csv) file with the hiring site addresses.
    - If you need to create a .csv file, click Download CSV Template to open a pre-formatted .csv file. Add the hiring site addresses to the .csv file and save the document.
    - You also can drag the .csv file or click 'choose from folder' to locate the file and click Bulk Upload Hiring Sites.



- To help you prepare a spreadsheet to bulk upload large amounts of hiring sites data into E-Verify, click **View CSV Guidelines**.
    - If you encounter errors, click, Export Errors from the highlighted error banner displayed under Total Hiring Sites.
    - Correct exported errors, save the file, and click Bulk Upload to upload the document again.
    - Click Bulk Upload Hiring Sites to complete the bulk upload process for hiring sites.

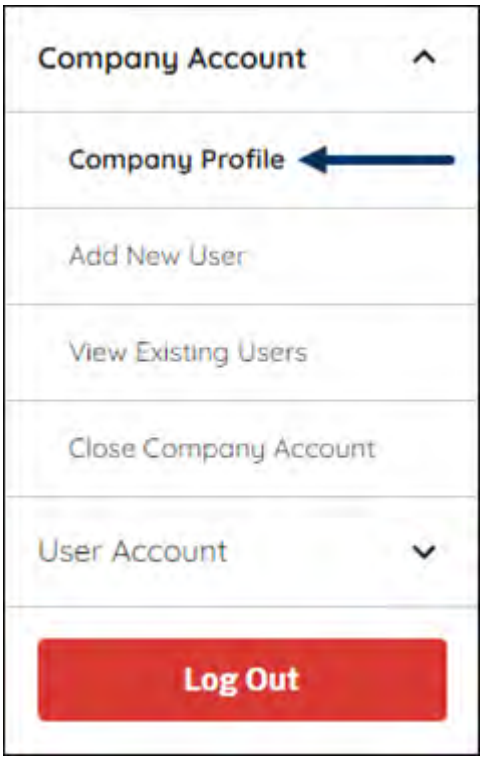
Last Reviewed/Updated: 05/14/2025

7.3.5 View Terms and Conditions

Program Administrators may view the Terms and Conditions between E-Verify and the employer. To view the Terms and Conditions, follow the steps outlined in the View Terms and Conditions - Process Overview.

View Terms and Conditions - Process Overview

- From Company Account, select **Company Profile**.



My Company Account

My Company Profile

Company Information

Company Name
VER HQ Child Company Test #1

Company ID
124566

Employer ID Number
111111111

DUNS Number

NAICS Code
111

Subsector
Crop Production

Doing Business As (DBA)

Enrollment Date
Mar 02, 2022

Unique Entity Identifier (UEI)

Total Number of Employees
5 to 9

Sector
Agriculture, Forestry, Fishing and Hunting

Edit Company Information

Employer Category

Employer Category
None of these categories apply

Edit Employer Category

Company Addresses

Physical Address
123987 Sunshine View
Atlanta, GA 45832

Mailing Address
Same as Physical Address

Edit Company Addresses

Hiring Sites

Number of Sites
2

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Memorandum of Understanding

- From the Company Access and Terms and Conditions, click **View Current** Terms and Conditions to view your Terms and Conditions.
- The Terms and Conditions that was electronically signed for that employer will appear in a new window. If the Terms and Conditions does not load, ensure that your pop-up blocker is disabled.

Alert Type info

We automatically update the Terms and Conditions when you update your company information in E-Verify. If you need proof of your enrollment in E-Verify, you can print a copy of your company's information page, which will reflect most changes and updates. You cannot change the original signatory information you used when you enrolled in E-Verify.

Alert Type warning

Employers should update their E-Verify account information to reflect any changes.

Last Reviewed/Updated: 05/14/2025

7.4 Terminate Company Participation

Employers may terminate their participation in E-Verify voluntarily. To terminate participation, a Program Administrator, Corporate Administrator, or an authorized employer representative must submit a termination request no later than 30 days in advance of the date the employer would like to close its account. Employers may request termination electronically through E-Verify (see Terminate Company Account – Process Overview) or by submitting a written termination notice by email to E-Verify@uscis.dhs.gov.

E-Verify Employer Agents should review the Supplemental Guide for E-Verify Employer Agents for more information on company account termination.

During the 30-day period, employers must resolve all open cases in E-Verify, and they must not use E-Verify to create new cases. Employers are required to close all open E-

Verify cases, even after the request to terminate the E-Verify account is made.

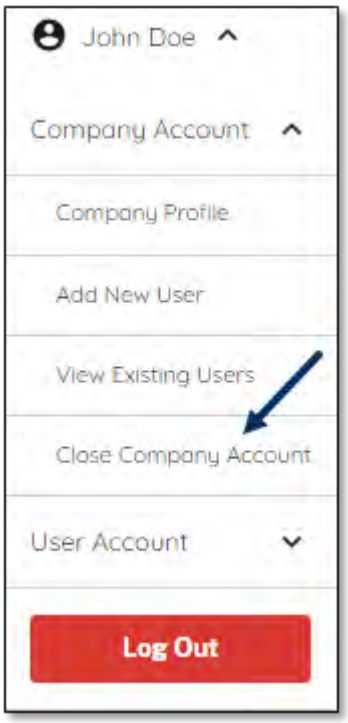
Alert Type info

Once an account is terminated, employers will no longer have access to their account and associated records. To preserve the records from an E-Verify account, see Section 5.0 to create and retain a user audit report before the account is terminated. E-Verify case information and documentation must be retained for your employees for the same length of time as their Forms I-9.

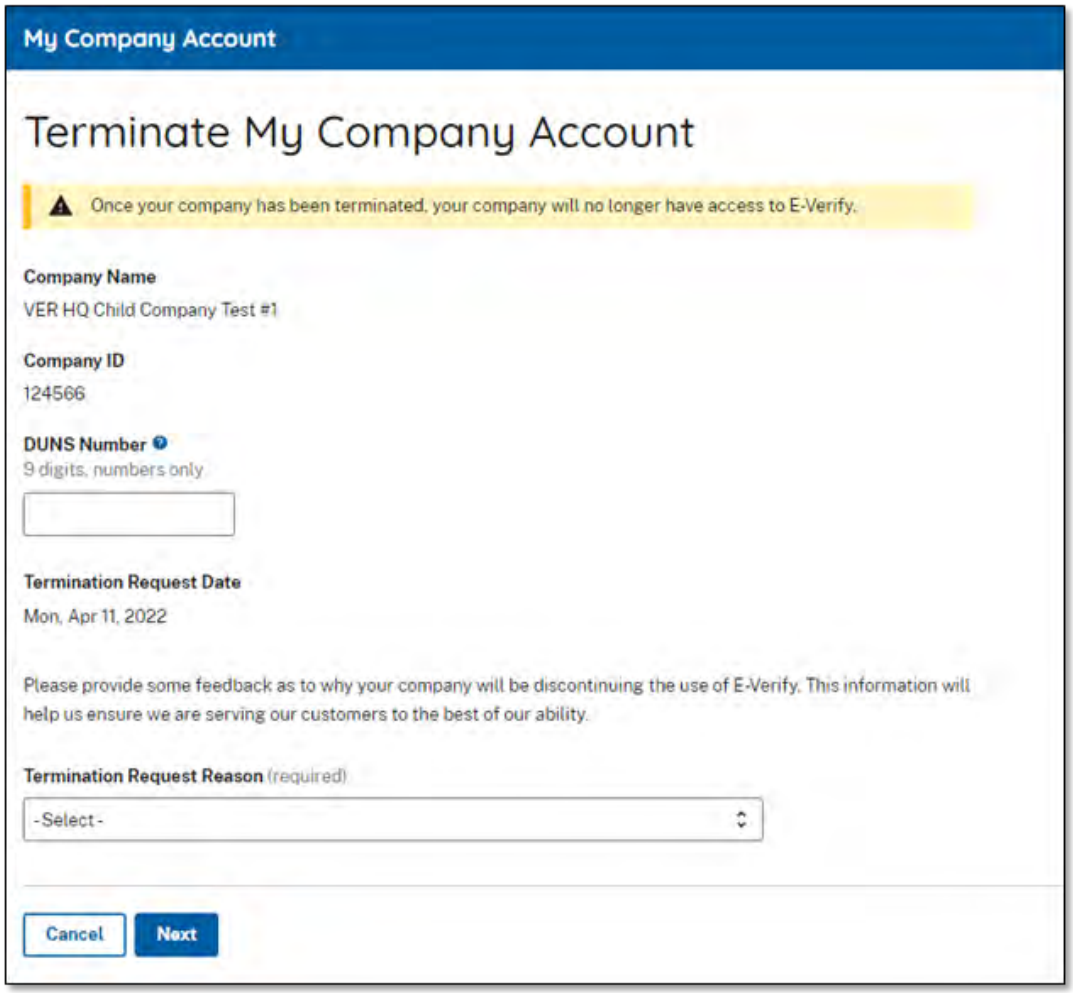
To request termination of employer participation in E-Verify, perform the steps outlined in Terminate Company Account – Process Overview.

Terminate Company Participation - Process Overview

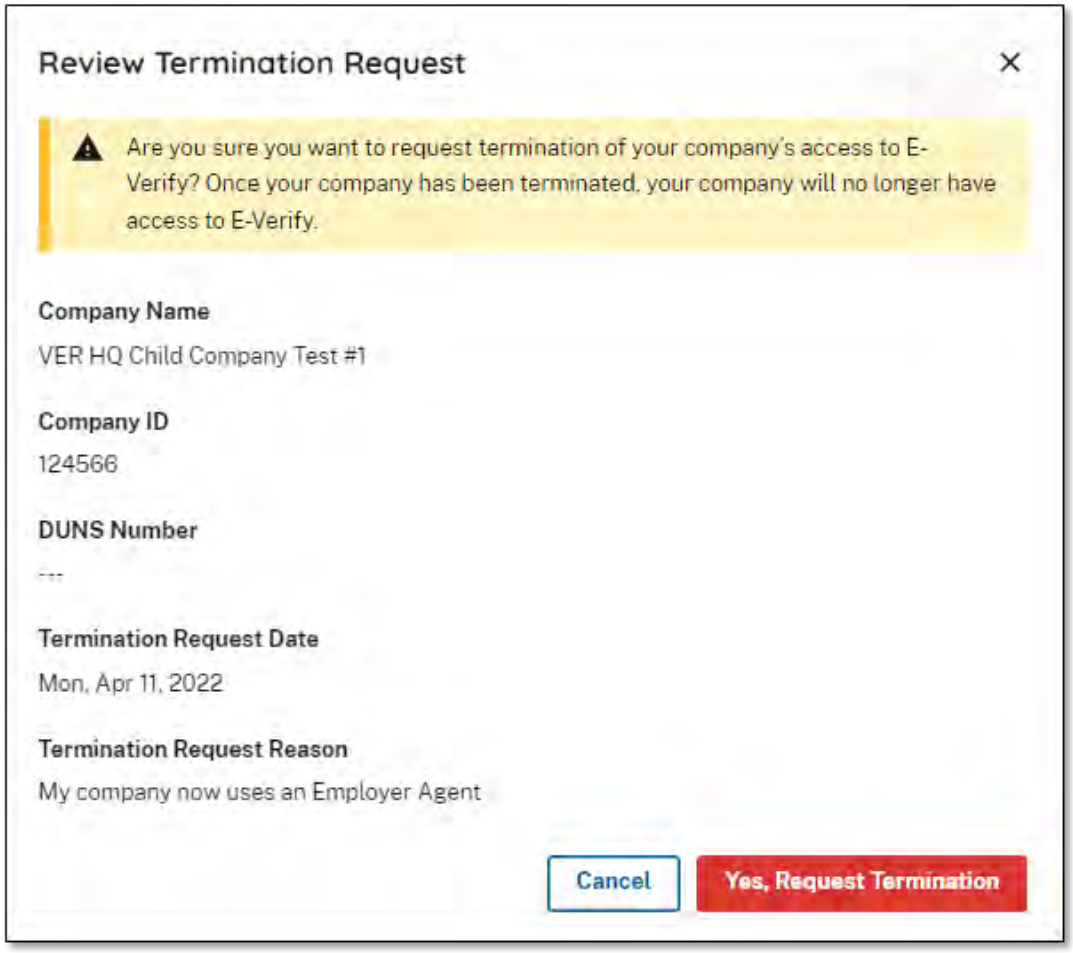
- From Company Account, select **Close Company Account**.



- Select the primary reason for requesting account termination from the drop-down menu.



- From In some cases, you may be asked to further explain the reason for your termination.
- Click **Next.**



- Review termination request and click Cancel or Yes, Request Termination.
- You will receive an email confirming that your account is terminated in 30 days.
- A message will appear informing you that E-Verify will be notified of your request to terminate participation in the program.

Alert Type warning

Employers with more than one E-Verify employer account must make separate requests to terminate each employer account it wants terminated in order for them to all be closed.

Alert Type info

Employers who submitted a termination request by mistake should contact the E-Verify Contact Center at 888-464-4218 for assistance.

Last Reviewed/Updated: 05/14/2025

8.0 Resource And Contact Information

The E-Verify public website is the primary resource for all E-Verify information, but do not hesitate to contact us via phone or email. For easy access to online resources, USCIS suggests that employers bookmark or save the websites as favorites for easy access to them in the future.

E-Verify Resources

E-Verify Public Website: www.E-Verify.gov

- General information about E-Verify
- Program information and statistics
- E-Verify user manuals
- E-Verify quick reference guides
- E-Verify Questions and Answers
- Information about employee rights and employer obligations

E-Verify Enrollment Application: https://everify.uscis.gov/enroll

- Website for initial employer enrollment

E-Verify Access for Employers and Corporate Administrators: https://everify.uscis.gov/emp

- User access to E-Verify

E-Verify Access for E-Verify Employer Agents: https://everify.uscis.gov/esp

- User access to E-Verify

E-Verify Contact Information

The E-Verify Contact Center is available to assist you with using E-Verify, password resets, cases and technical support. We can also answer your questions about E-Verify policies and procedures, Form I-9 and employment eligibility. We are available Monday through Friday,

from 8:00 a.m. to 8:00 p.m. Eastern time, except when the federal government is closed. For users with hearing and speech impairment, TTY phone is available from 8:00 a.m. to 8:00 p.m. Eastern time.

For E-Verify Employer Agents

Phone: 1-888-464-4218
TTY: 1-877-875-6028
International: 1-571-293-7538
Email: E-VerifyEmployerAgent@uscis.dhs.gov

For Clients

Phone: 1-888-464-4218
TTY: 1-877-875-6028
International: 1-571-293-7538
Email: E-Verify@uscis.dhs.gov

For Employees

Phone: 1-888-897-7781
TTY: 1-877-875-6028
International: 1-571-293-7538
Email: E-Verify@uscis.dhs.gov

U.S. Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (IER)

IER is available to answer your questions about immigration-related employment discrimination, including discrimination based on citizenship status, immigration status or national origin in the Form I-9 and E-Verify processes. IER can provide immediate assistance by phone through its hotlines Monday through Friday, from 9:00 a.m. to 5:00 p.m. Eastern time, except when the federal government is closed. Calls can be anonymous and language interpretation services are available.

For Employers

Phone: 1-800-255-8155
TTY: 1-800-237-2515
Email: ier@usdoj.gov
Website: http://www.justice.gov/ier

For Employees

Phone: 1-800-255-7688
TTY: 1-800-237-2515
International: 1-571-293-7538
Email: ier@usdoj.gov
Website: http://www.justice.gov/ier

Equal Employment Opportunity Commission (EEOC)

EEOC is available to answer your questions about employment discrimination, including discrimination based on race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability, or genetic information.

For Employers and Employees

Phone: 1-800-669-4000
TTY: 1-844-234-5122
International: 1-571-293-7538
Website: www.eeoc.gov
Last Reviewed/Updated: 02/03/2025

Appendix A: Acronyms

Acronym	Definition

Acronym	Definition
DHS	U.S. Department of Homeland Security
DOS	U.S. Department of State
EEOC	U.S. Equal Employment Opportunity Commission
FAR	Federal Acquisition Regulation
IER	U.S. Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section
IIRIRA	Illegal Immigration Reform and Immigrant Responsibility Act of 1996
INA	Immigration and Nationality Act of 1952
IRCA	Immigration Reform and Control Act of 1986
MOU	Memorandum of Understanding
NAICS	North American Industry Classification System
PDF	Portable Document Format
SEVIS	Student and Exchange Visitor Information System
SEVIS ID number	Student and Exchange Visitor Information System (SEVIS) identification number
SSA	Social Security Administration
SSN	Social Security number
TNC	Tentative Nonconfirmation
USCIS	U.S. Citizenship and Immigration Services

Last Reviewed/Updated: 08/31/2022

Appendix B: Glossary

Filter

Book Glossary Terms Search

Search

A

Acceptable Documents for Verifying Identity and Employment Authorization

Documents designated for determining employment eligibility and identity under the Immigration and Nationality Act (INA) are listed on Form I-9 and in the Handbook for Employers (M-274) found at http://www.uscis.gov/i-9-central/handbook-employers-m-274. Employees have the right to choose which document or combination of documents to present. Employers must enter an employee's document in E-Verify accurately as it appears on the Lists of Acceptable Documents. Any List B document presented to an employer participating in E-Verify must contain a photograph.

Admission Number or I-94 Number

An 11-digit number found on Form I-94 or Form I-94A Arrival-Departure Record.

Alien (Noncitizen)

Any person not a citizen or national of the United States as the term "alien" is defined in section 101(a)(3) of the Immigration and Nationality Act (8 U.S.C. 1101(a)(3)). This term may include a stateless person and is synonymous with "noncitizen" and "foreign national."

Alien Registration Number (A-Number/Alien Number/A#)

A unique seven-, eight- or nine-digit number assigned to an alien by the Department of Homeland Security. Also see USCIS Number.

Arrival/Departure Record (Form I-94/I-94A)

The Arrival and Departure Record is the I-94, in either paper or electronic format, issued by a Customs and Border Protection (CBP) officer to foreign visitors entering the United States. As of April 30, 2013, most Arrival and/or Departure records are created electronically upon arrival. For more information, see uscis.gov/i-94information.

C

Case in Continuance

This response is given if the Social Security Administration (SSA) or the U.S. Department of Homeland Security (DHS) needs more than 10 federal government working days to provide a final case result. Employers may not terminate or take any other adverse action against an employee (such as denying work, delaying training, withholding pay, or otherwise assuming that they are not authorized to work) because of the mismatch, if the mismatch becomes a Final Nonconfirmation, the employer may terminate the employee.

Case Incomplete

This response is given if the user abandons a case after the Check Information screen or the photo matching screen appears. The user will need to continue the case or close it.

Client

An individual or company that hires an E-Verify employer agent to create cases on their behalf.

Close Case

The step in the verification process when either a final result has been provided or the user no longer needs to continue the verification and the case is ready to be closed.

Close Case and Resubmit

This case result means SSA or DHS needs the case to be closed and the employer should create and submit another case. This result may be issued when the employee's U.S. Passport, Passport Card, or Driver's License information is incorrect.

Company ID Number

The E-Verify company ID number has 4 to 7 digits and is located on each page of the memorandum of understanding (MOU), directly below the E-Verify logo. Program administrators may also obtain the company ID number from the Company Information

page in E-Verify under Edit Company Profile.

Corporate Administrator

Corporate administrator access is used only for managing multiple employer accounts and doesn't allow corporate administrator users to create and manage E-Verify cases. New corporate administrators must attend a free, regularly scheduled web-based training session before their accounts are activated.

D

DHS No Show

A response received when the employee did not contact the U.S. Department of Homeland Security (DHS) to resolve his or her case and 10 federal government workdays have passed since the date of referral. The 'DHS No Show' result is considered a final nonconfirmation.

Document Type

Type of document(s) presented by an employee to verify identity and employment eligibility.

E

E-Verify

E-Verify is an Internet-based system that compares information entered by an employer from an employee's Form I-9, Employment Eligibility Verification, to records available to the U.S. Department of Homeland Security and the Social Security Administration to help confirm employment eligibility.

E-Verify Case Number

A unique number assigned to each E-Verify case that is created when an employer submits an initial verification. Employers participating in E-Verify are required to record the E-Verify case number on the employee's Form I-9 or to print the screen containing the E-Verify case number and attach it to the employee's Form I-9.

E-Verify Employer Agent

An individual or company that performs E-Verify cases on behalf of employers, formerly referred to as a designated agent.

E-Verify Needs More Time

A case result of E-Verify Needs More Time means that the employee's information did not match U.S. Department of Homeland Security (DHS) records. The case is automatically referred to DHS for further verification. DHS responds to most of these cases within 24 hours. Employers should check the system periodically for a response.

E-Verify Participation Notice

The E-Verify Participation Notice informs current and prospective employees that a company is participating in the E-Verify Program. The memorandum of understanding (MOU) requires participating employers to display both the English and Spanish versions of the notice in a prominent place that is clearly visible to current and prospective employees.

Employment Authorization Document (Form I-766/EAD)

A general term used to describe a card USCIS issues on Form I-766, Employment Authorization document (EAD), to noncitizens who are authorized to A general term used to describe a card USCIS issues on Form I-766, Employment Authorization Card, to aliens who are authorized to work in the United States. The card contains a photograph of the individual and sometimes his or her fingerprint. An alien who has an EAD usually has open-market employment authorization, but there are exceptions.

Employment Authorized

This is a case result received in E-Verify when the information entered for an employee matches Social Security Administration (SSA) or U.S. Department of Homeland Security (DHS) records. This result indicates employment eligibility has been verified.

Enrolled MOUs

An employer who has enrolled in E-Verify and has agreed to the terms of the Memorandum

of Understanding (MOU).

F

Form I-9, Employment Eligibility Verification

The form employers are required to complete with an employee when they hire an employee to perform labor or services in return for wages or other remuneration. This requirement applies to all employees hired after November 6, 1986.

Further Action Notice

A notice generated from E-Verify that the employer must give to an employee whose E-Verify case receives a Tentative Nonconfirmation (Mismatch). Employees who decide to take action on the Mismatch must contact or visit the appropriate agency within eight federal government working days with this notice to initiate resolution of the E-Verify case.

G

General User

This user type creates and manages cases, views reports and updates their own user profile.

H

Handbook for Employers (M-274)

Provides detailed instructions on how to complete and retain Form I-9.

Hire Date

Hire Date is also known as the employee's first day of employment. Please see Employee's First Day of Employment for more information.

Hiring Site

A location associated with an MOU where employees are hired and complete Form I-9. It can also be the verification location if cases are created in E-Verify at the same location.

I

Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA)

Public Law 104-208 enacted on September 30, 1996 required the Immigration and Naturalization Service to conduct three types of employment authorization verification pilot programs. The ‘basic pilot program’ was one of the three programs and is the only program still in existence. The ‘basic pilot program’ exists today as E-Verify.

Immigration and Nationality Act of 1952 (INA)

An act of Congress that, along with other immigration laws, treaties and conventions of the United States, relates to the immigration, temporary admission, naturalization and removal of aliens.

Immigration Reform and Control Act of 1986 (IRCA), Public Law No. 99-603, 100 Stat. 3359 (Nov. 6, 1986).

An act of Congress passed into law to control and deter illegal immigration to the United States. Its major provisions stipulate legalization of illegal aliens who had been continuously unlawfully present since 1982, legalization of certain agricultural workers, sanctions for employers who knowingly hire alien workers and increased enforcement at U.S. borders.

Initial Case Result

The results displayed in E-Verify once an employee’s information has been submitted as part of a verification case. Initial case results include ‘Employment Authorized,’ ‘Tentative Nonconfirmation (TNC)’ and ‘DHS Verification in Process.’

L

Lawful Permanent Resident

Any person not a citizen of the United States who is living in the U.S. under legally recognized and lawfully recorded permanent residence as an immigrant. Also known as “permanent resident alien,” “resident alien permit holder,” and “Green Card holder.”

M

Memorandum of Understanding (MOU)

A legal document describing a bilateral or multilateral agreement between/among parties. It constitutes a legally binding contract when properly executed (i.e., signed) by all the parties. Employers who participate in E-Verify must sign the E-Verify MOU, the agreement between the employer, the U.S. Department of Homeland Security (DHS) and the Social Security Administration (SSA) that sets the terms of conditions of participation in the program.

N

Noncitizen

A person without U.S. citizenship or nationality (may include a stateless person). This term is synonymous with “foreign national” and with “alien” as defined in section 101(a)(3) of the Immigration and Nationality Act (8 U.S.C. 1101(a)(3)).

Noncitizen Authorized to Work

A noncitizen who is allowed to work because of his or her immigration status or a noncitizen who is granted employment authorization by U.S. Citizenship and Immigration Services.

Noncitizen National of the United States

Persons born in American Samoa; certain former citizens of the former Trust Territory of the Pacific Islands who relinquished their U.S. citizenship acquired under section 301 of Public Law 94-241 (establishing the Commonwealth of the Northern Mariana Islands) by executing a declaration before an appropriate court that they intended to be noncitizen nationals rather than U.S. citizens; and certain children of noncitizen nationals born abroad. Generally, noncitizen nationals are American Samoans.

P

Passport (Foreign)

Any travel document issued by a competent authority showing the bearer's origin, identity and nationality, if any, which is valid for the entry of the bearer into a foreign country.

Passport (United States)

Document issued by the U.S. Department of State to U.S. citizens and noncitizen nationals.

Permanent Resident Card (Form I-551)

Also known as a Green Card or alien registration card, this card is issued by USCIS to aliens as evidence of their lawful permanent resident status in the United States. For Form I-9, it is acceptable as proof of identity and employment authorization. Although some Permanent Resident Cards contain no expiration date, most are valid for 10 years. Cards held by individuals with conditional permanent resident status are valid for two years.

Permanent Resident or Lawful Permanent Resident

A noncitizen who has been lawfully granted the privilege of residing and working permanently in the United States.

Photo Matching

During the verification case, employers match the photos on certain documents provided by employees when completing Form I-9 with the photo that appears in E-Verify. Photo matching is triggered only when an employee has provided a U.S. Passport, Passport Card, Permanent Resident Card (Form I-551) or an Employment Authorization Document (Form I-766) as their Form I-9 document.The photo transmitted by E-Verify should be the same (identical) photo that appears on an employee's document. Employers should be able to determine whether the photos match.

Photo Mismatch

The photo on the employee's document does not match the photo supplied by E-Verify.

The photo transmitted by E-Verify should be the same (identical) photo that appears on an employee's U.S. Department of Homeland Security (DHS) issued document. If the employer determines that it does not match, a "DHS Tentative Nonconfirmation (TNC)" case result is issued and the employee is given the opportunity to contest the TNC.

Point of Contact

An individual in your company who can be contacted about E-Verify issues. This person may or may not be one of the two user types.

Prescreening

The prohibitive practice of creating a case in E-Verify before a job offer has been accepted and Form I-9 is complete.

Program Administrator

This user type creates user accounts at his or her site. This user can view reports, create cases, update account information and unlock user accounts.

R

Referral Date Confirmation

You must visit SSA or contact DHS about a Tentative Nonconfirmation (TNC) no later than this date.

Right to Work Poster

The Right to Work Poster is published by the Department of Justice, Immigrant and Employee Rights (IER) Section, and provides information to employees concerning discrimination in the workplace. The E-Verify memorandum of understanding (MOU) requires participating employers to clearly display the notice in English and Spanish. Employers may also display the posters in other languages provided by DHS. This notice is available in the View Essential Resources section of E-Verify. For questions about discrimination during the employment eligibility verification process, employers may contact IER at 800-255-8155 or 800-237-2515 (TTY) or visit IER's website at http://

www.justice.gov/ier.

S

Social Security Administration (SSA) Referral

After an employee is advised of an SSA Tentative Nonconfirmation (Mismatch) and has signed the SSA mismatch Further Action Notice, the employee is referred to SSA to resolve the mismatch.

T

Tentative Nonconfirmation (Mismatch)

A case result provided by E-Verify which means that the employee information submitted to E-Verify by the employer was compared to government records available to DHS and could not be confirmed. This does not necessarily mean that the employee is not authorized to work, or that the information provided was incorrect. The employee must contact the U.S. Department of Homeland Security (DHS) and/or visit the Social Security Administration (SSA) if they choose to resolve the mismatch.

U

Unique Entity Identifier (UEI)

UEI is a 12-digit alphanumeric identifier that is provided by SAM.gov to all entities who register to do business with the federal government. Learn more about the UEI.

USCIS Number

Es un número único que consta de siete, ocho o nueve dígitos que el Departamento de Seguridad Nacional le asigna a una persona que no es ciudadano estadounidense. Vea también “Número de USCIS”.

User ID

The user ID is an assigned ID with letters and numbers that identifies the user of a

computer system or network. All users who create cases in E-Verify must have their own user IDs. The user ID must be eight characters and may be letters, numbers or a combination of both. A user ID is not case-sensitive.

Last Reviewed/Updated: 10/16/2024

Table of Changes for E-Verify User Manual

View Changes by Year:

- 2022 Changes
- 2018 Changes

Last Reviewed/Updated: 08/26/2022

2018 Changes

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
Entire Manual	contest	Take action to resolve
Entire Manual	Not contest	Do not take action to resolve
Entire Manual	modify	update
Entire Manual	E-Verify Customer Support	E-Verify Contact Center

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
Entire Manual	(e.g.)	(for example)
1.1 **BACKGROUND AND OVERVIEW**	E-Verify is an internet-based system that implements the requirements of IIRIRA by allowing any U.S. employer to electronically verify the employment eligibility of its newly hired employees.	E-Verify is an internet-based system that implements the requirements of IIRIRA by allowing any U.S. employer to electronically confirm the employment eligibility of its newly hired employees.
1.2 **BASIC WEBSITE NAVIGATION**	Area 3 displays Case Alerts for cases requiring action. Case alerts inform employers when an action is required. For more information on case alerts, see Section 4.2.	Area 3 displays Case Alerts that inform employers when an action is required. For more information on case alerts, see Section 4.2.
ENROLLMENT VS. REGISTRATION OVERVIEW **WHO-REGISTRATION**	Program administrators register new users in E-Verify who are then able to create cases.	Program administrators register new users to create E-Verify cases.
ENROLLMENT VS. REGISTRATION OVERVIEW **HOW-REGISTRATION**	Program administrators may register general users and additional program administrators at any time after completing the E-Verify tutorial and passing the	After completing the E-Verify tutorial and passing the knowledge test, program administrators may register general users and additional program administrators. For

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	knowledge test. For more information on adding new users, see Section 7.1.	more information on adding new users, see Section 7.1.
ENROLLMENT VS. REGISTRATION OVERVIEW **HOW-REGISTRATION**	To participate in E-Verify, employers must enroll online via any internet-capable computer using Internet Explorer version 9 and above (recommended version 11 and above), Google Chrome version 38 and above (recommended version 44 and above), Mozilla version 34 and above (recommended version 38.1 and above), Opera version 25 and above (recommended version 30 and above) and Safari version 7 and above (recommended version 8 or above). REMINDER • If you are using a non-current web browser, the browser version must support Transport Layer Security (TLS) version 1.2 • Internet Explorer versions 11 and below have TLS 1.2 disabled by	To participate in E-Verify, employers must enroll online. You can find information about the system requirements on the E-Verify website under Enrolling in E-Verify.

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	default and it will need to be enabled in Internet Options	
ENROLLMENT VS. REGISTRATION OVERVIEW **HOW-REGISTRATION**	Participating employers use E-Verify through an access method that is determined during the enrollment process. Access methods are types of E-Verify accounts that offer different features for specific types of organizations. The four access methods include: employer, E-Verify employer agent, corporate administrator and web services. The access methods are explained in the Access Method Overview. For more information, visit the The Enrollment Process page at www.E-Verify.gov.	When employers enroll in E-Verify, they choose an access method. Access methods are types of E-Verify accounts that determine who creates and manages the employer's E-Verify cases. The four access methods include: employer, E-Verify employer agent, corporate administrator, and web services. The access methods are explained in the Access Method Overview. For more information, visit the Enrolling in E-Verify section at www.E-Verify.gov
ACCESS METHOD OVERVIEW **Employer**	**Employer plans to use E-Verify to verify its employees.** Most E-Verify participants, regardless of their business size or structure, are enrolled under the employer access	**Employer plans to use E-Verify to verify its employees.** In this access method employers will create and manage their own cases directly in E-Verify. Most E-Verify participants, regardless of their business size

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	method. This access method allows an employer to create cases in E-Verify for its newly hired employees and/or employees assigned to a covered federal contract	or structure, are enrolled under the employer access method.
E-Verify Employer Agent Access	**Employer agent plans to use E-Verify on behalf of its clients to verify their clients' employees.** The E-Verify employer agent access method allows an individual or company to act on behalf of other employers to create cases in E-Verify for other employers' newly hired employees and/or employees assigned to a covered federal contract. The E-Verify employer agent may also create cases for their own employees.	**Employer agent plans to use E-Verify on behalf of its clients to verify their clients' employees.** The E-Verify employer agent access method allows an individual or company to act on behalf of other employers to create and manage the E-Verify cases of the other employers. The E-Verify employer agent may also create cases for their own employees.
Web Services Access for Employers **-or-** **Web Services Access for E-Verify**	**Employer plans to develop its own software to access E-Verify.** The web services access method requires an employer to develop software that	**Employer plans to develop its own software to access E-Verify.** The web services access method requires an employer to develop software that interfaces with E-

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
Employer Agents	interfaces with E-Verify to create cases. The employer's software will extract data from its existing system or an electronic Form I-9 and transmit the information to E-Verify. Those that choose this option receive a web services Interface Control Document (ICD) which contains the information used to develop and test the software interface. Both employers and E-Verify employer agents are eligible to use this access method.	Verify to create and manage cases. The employer's software should extract data from its existing system or an electronic Form I-9 and transmit the information to E-Verify. Employers who choose this option receive a web services Interface Control Agreement (ICA) which contains the information used to develop and test the software interface. Both employers and E-Verify employer agents can use this access method.
Overview of User Roles	Enrolled employers can provide their users with access to E-Verify by assigning them a user role. Permissions and functions in E-Verify granted to the user depend upon the user role. There are two types of users: general users and program administrators. Review the permissions of each user role in the User Role Overview below. General users and program administrators must successfully complete the online E-Verify tutorial before	

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	they can create or manage cases. For more information on the specific functions of each user role, see Section 6.1. USER ROLE OVERVIEW USER ROLE PERMISSIONS Program Administrator (at least one required) Every E-Verify account must have at least one program administrator. The program administrator is responsible for following all E-Verify program rules and staying informed of changes to E-Verify policies and procedures. The program administrator role includes functions of a general user. Permissions include: Registering new users Creating user accounts for other program administrators and general users Creating and managing cases	

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	Viewing reports Updating profile information for other program administrators and general users Unlocking user accounts Closing company and user accounts General User (optional) Employers can have as many or no general users as they desire. The general user is responsible for following all E-Verify program rules and staying informed of changes to E-Verify policies and procedures. Permissions include: Creating and managing own cases Viewing reports Updating own user profile	
1.4 RULES AND	✓ Follow E-Verify procedures	✓ Follow E-Verify procedures for

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
RESPONSIBILITIES OVERVIEW **Employers who participate in E-Verify must:**	for each newly hired employee while enrolled and participating in E-Verify.	each employee for whom an E-Verify case is created.
1.4 RULES AND RESPONSIBILITIES OVERVIEW **Employers who participate in E-Verify must:**	✓ Clearly display the Notice of E-Verify Participation and the Right to Work posters in English and Spanish and may also display the posters in other languages provided by DHS.	✓ By clearly displaying the Notice of E-Verify Participation and the Right to Work posters in English and Spanish. You may also display the posters in other languages provided by DHS.
1.4 RULES AND RESPONSIBILITIES OVERVIEW **Employers who participate in E-Verify must:**	✓ Provide each employee with notice of and the opportunity to take action to resolve a Tentative Nonconfirmation (Mismatch).	✓ Provide each employee with notice of and the opportunity to take action to resolve a Tentative Nonconfirmation (Mismatch).
1.4 RULES AND RESPONSIBILITIES OVERVIEW **Employers who participate in E-Verify must:**	✗ Specify or request which Form I-9 documentation a newly hired employee must use, except to specify that any Form I-9 List B document the employee chooses to present must contain a photo.	✗ Specify or request which Form I-9 documentation an employee must use, except to specify that any Form I-9 List B document the employee chooses to present must contain a photo.

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
1.4 RULES AND RESPONSIBILITIES OVERVIEW **Employers who participate in E-Verify must:**	✕ Use E-Verify to discriminate against *any* job applicant or new hire on the basis of his or her national origin, citizenship or immigration status.	✕ Use E-Verify to discriminate against any job applicant or employee on the basis of his or her national origin, citizenship, or immigration status.
1.4 RULES AND RESPONSIBILITIES OVERVIEW **Employers who participate in E-Verify must:**	✕ Take adverse action against an employee based on a case result unless E-Verify issues a Final Nonconfirmation.	✕ Take adverse action against or terminate an employee for receiving a mismatch result, unless E-Verify issues a case result of Final Nonconfirmation.
1.4 RULES AND RESPONSIBILITIES OVERVIEW **Employers who participate in E-Verify must:**	✕ Terminate an employee during the E-Verify verification process, because he or she receives a mismatch.	
1.4 RULES AND RESPONSIBILITIES OVERVIEW **Employers who participate in E-Verify must:**	✕ Selectively verify the employment eligibility of a newly hired employee.	

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
2.0 INITIAL VERIFICATION	When E-Verify checks the employee's information with records available to SSA and/ or DHS, a case result is provided. Case result statuses can be initial, interim or final. Proper use of E-Verify requires users to close all cases when they receive a final case results.	When E-Verify checks the employee's information with records available to SSA and/or DHS, a case result is provided. Case result statuses can be initial, interim or final. Proper use of E-Verify requires users to close all cases when they receive a final case result of Final Nonconfirmation or Close Case and Resubmit. Cases resulting in Employment Authorized are automatically closed by the system.

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
2.1 FORM I-9 AND E-VERIFY	Employers are required to timely and properly complete and retain Form I-9 for each employee they hire. The hire date means the first day of employment in exchange for wages or other remuneration. These Form I-9 requirements also apply to E-Verify employers. With the goal of ensuring a legal workforce, employers enrolled in E-Verify have chosen to take the additional step of electronically confirming that information their employees provide match government records.	Employers are required to timely and properly complete and retain Form I-9 for each employee they hire. The first day of employment means the first day an employee works in exchange for wages or other remuneration. These Form I-9 requirements also apply to E-Verify employers. With the goal of ensuring a legal workforce, employers enrolled in E-Verify have chosen to take the additional step of electronically confirming that information their employees provide match government records.
2.1 FORM I-9 AND E-VERIFY	Newly hired employees must complete Section 1 of Form I-9 in its entirety on the first day of work for pay. They may complete Section 1 before this date, but only after acceptance of an offer of employment. Under general Form I-9 practice, employees can voluntarily provide their Social Security numbers (SSNs) on Form I-9. However, because SSNs are required for	Newly hired employees must complete Section 1 of Form I-9 in its entirety on the first day of employment. They may complete Section 1 before this date, but only after acceptance of an offer of employment. Under general Form I-9 practice, employees can voluntarily provide their Social Security numbers (SSNs) on Form I-9. However, because SSNs are required for employers to create

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	employers to create E-Verify cases, all newly hired employees, including seasonal, temporary and rehired employees, **must** provide their SSN.	E-Verify cases, all employees whose employment eligibility will be verified in E-Verify **must** provide their SSNs.
2.1 FORM I-9 AND E-VERIFY	Employers must complete Section 2 of Form I-9 in its entirety within three days of the employee's date of hire. To complete Section 2, examine documents presented by the employee that establish his or her identity and employment authorization. Do not specify which documents from the "List of Acceptable Documents" on Form I-9	Employers must complete Section 2 of Form I-9 in its entirety within three days of the employee's date of hire. To complete Section 2, physically examine documents presented by the employee that establish his or her identity and employment authorization. Do not specify which documents from the "Lists of Acceptable Documents" on Form I-9
2.1.2 REHIRES	2.1.2 REHIRES Employers must use E-Verify for rehired employees. However, E-Verify has special rules for rehired employees who previously provided a U.S. passport, a U.S. passport card, a Permanent Resident Card, an Alien Registration Receipt Card (Form I-551), a driver's License or a state ID card for Form I-9	Employers have the option of treating all rehired employees as new hires by completing a new Form I-9 and creating a case in E-Verify. However, employers also have the option of completing Section 3 for all rehires and only completing a new Form I-9 and creating an E-Verify case upon rehiring employees for whom no previous E-Verify cases were created.

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	and the document is now expired. In these situations, employers have the options below: • If an E-Verify case was never created for this employee, have the employee complete a new Form I-9 and create a case in E-Verify. • If an E-Verify case was previously created, but did not receive an employment authorized result, have the employee complete a new Form I-9 and create a case in E-Verify. • If an E-Verify case was previously created for this employee and received an employment authorized result, complete Section 3 of the employee's previous Form I-9 and do not create a new case for the employee in E-Verify. Alternatively, employers may choose to complete a new Form I-9 and create a case for the	If you rehire a former employee within three years of the initial execution of the previous Form I-9, but did not create an E-Verify case, or if you created a case and did not receive a result of employment authorized, have the employee complete a new Form I-9 and create a case in E-Verify. If you rehire a former employee within three years of the date of the initial execution of the previous Form I-9, created a case from that Form I-9, and received a result of employment authorized, you may be able to rely on the information from the employee's previous Form I-9. Follow the steps outlined below when rehiring an employee who previously had a case created in E-Verify and received an employment authorized result. If the previously created E-Verify case received a result of employment authorized and the Form I-9 has: Then: No expired documents Write the employee's rehire date in Section

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	employee in E-Verify. REMINDER • All newly hired employees must provide a SSN. • Do **not** specify or request which document a newly hired employee must use for Form I-9. • A List B document **must** contain a photo (see exception above). • If the employee presents a U.S. passport, a passport card, a Permanent Resident Card (Form I-551) or an Employment Authorization Document (Form I-766), make a copy of the document and retain it with Form I-9.	3 of the existing Form I-9. Do not create a new case in E-Verify. or Complete a new Form I-9 for the employee and create a new E-Verify case for the employee. An expired: • U.S. passport or • U.S. passport card or • Permanent Resident Card or • Alien Registration Receipt Card (Form I-551) • List B document Write the employee's rehire date in Section 3 of the existing Form I-9. Do not create a case in E-Verify. or Complete a new Form I-9 for the employee and create a new E-Verify case for the employee. An expired List A or List C document that triggers reverification Write the employee's rehire date and the updated employment authorization document

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
		information in Section 3 of the existing Form I-9. Do not create a case in E-Verify. or Complete a new Form I-9 for the employee and create a new E-Verify case for the employee. See the Handbook for Employers M-274, Section 5.2 Reverifying or Updating Employment Authorization for Rehired Employees for more information on rehires. REMINDER • Do not specify or request which document a rehired employee must use for Form I-9. • If the employee presents a U.S. passport, a passport card, a Permanent Resident Card (Form I-551) or an Employment Authorization Document (Form I-766), and you will create a new E-Verify case for the employee, make a copy of the document and retain it with Form I-9.

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2.1.2 REHIRES	2.3 ERROR:UNEXPIRED DOCUMENT REQUIRED	2.1.3 Unexpired Document Required
2.1.3 Unexpired Document Required	Employees must present unexpired documents for Form I-9 verification (see exception below). If the document entered into E-Verify is expired, E-Verify will reject the document information and not create a case. The employee will need to present acceptable unexpired document(s) and employers will need to update Form I-9 before they can create a case in E-Verify. Just because the employee presented an expired document does not mean that the employee is not authorized to work. If the employee provides unexpired documentation that is used to create another case, it is possible for E-Verify to confirm the employment eligibility of this employee. **EXCEPTIONS:** In limited situations, employers may	Employees must present unexpired documents for Form I-9 verification (see exception below) and for the employer to create an E-Verify case. If an expired document is entered into E-Verify, it generates an error message and you will not be allowed to continue creating the case. The employee will need to present acceptable unexpired document(s) and employers will need to correct Form I-9 before they can create an E-Verify case. **EXCEPTIONS:** Just because the employee presented an expired document does not mean he or she is not authorized to work. If the employee provides unexpired documentation that is used to create another case, it may still be possible for E-Verify to confirm their employment eligibility. In limited situations, employers may accept a document that appears expired on its face for

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	accept a document that appears expired on its face for Form I-9 verification. Some foreign nationals who file a renewal application for an Employment Authorization Document (EAD) under certain eligibility categories may receive automatic extensions of their EAD. The extension begins on the date the EAD expires and continues for 180 days unless the application is denied. The employee's EAD in combination with the Form I-797C, Notice of Action, showing the renewal application was timely filed and showing the same qualifying eligibility category as that on the previous EAD may extend the validity of the EAD for 180 days. Such document combinations are considered to be an unexpired EAD under List A. The receipt number on the Form I-797C should be entered as the document number when the case is created in E-Verify. **NOTE:** *Not all EADs receive an auto-extension; only certain*	Form I-9 verification. Foreign nationals in certain eligibility categories who timely file a renewal application for an Employment Authorization Document (EAD) may receive an automatic extension of their EAD. The extension begins on the date the EAD expires and continues for up to 180 days unless the application is denied. The employee's EAD may be combined with the Form I-797C, Notice of Action, showing both the renewal application was timely filed and the same qualifying eligibility category as that on the expired EAD, to demonstrate the extended validity of the EAD for 180 days. In the case of an EAD in category A12 or C19, Form I-797C can show either A12 or C19 and they do not have to match. This document combination is considered to be an unexpired EAD under List A. The receipt number on the Form I-797C should be entered as the document number when the case is created in E-Verify. **NOTE:** Not all EADs can receive

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	EADs issued with specific eligibility category codes qualify. See the Handbook for Employers: Guidance for Completing Form I-9 (M-274) or visit www.uscis.gov/I-9central for more information about which EAD category codes qualify for the auto-extension. When a Temporary Protected Status (TPS) designation for a particular country is authorized, DHS sometimes automatically extends the expiration date of the EAD issued to affected TPS beneficiaries via a notice published in the Federal Register. In this situation, the published notice will state the date to which the EAD has been extended. When such a document is presented for Form I-9 verification, the expiration date is the extended date that appears in the Federal Register notice. DHS also sometimes extends two-year Permanent Resident Cards (Form I-551) via Form I-797. The Permanent Resident Card with Form I-797 noting	an auto-extension; only EADs issued under specific eligibility category codes qualify. See Section 4.2 Automatic Extensions of Employment Authorization Documents (EADs) in Certain Circumstances in the Handbook for Employers (M-274) or visit www.uscis.gov/I-9central for more information about which EAD category codes qualify for the auto-extension. When a Temporary Protected Status (TPS) designation for a particular country is authorized, DHS may automatically extend the expiration date of the EAD issued to those TPS beneficiaries via a notice published in the Federal Register. In this situation, the published notice will state the date to which the EAD has been extended. If the notice is presented for Form I-9 completion, record the date the EAD has been automatically extended to as the expiration date. **NOTE**: The employee does not have to provide proof that they are a national of a country designated for TPS.

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	the extension can be presented as a List C document for Form I-9. In all other instances, the document presented with Form I-9 must be unexpired at the time the employee is hired. ERROR: UNEXPIRED DOCUMENT REQUIRED – PROCESS OVERVIEW • E-Verify prompts an Error: Unexpired Document Required case result. • Obtain an unexpired document from the employee for Form I-9. • Click New Case and enter the employee's unexpired Form I-9 document information. **IMPORTANT:** Generally, documents presented for Form I-9 must be unexpired. If an employee presents an expired document for Form I-9 purposes, check to make sure the document's expiration date has not been extended (see exceptions above). If the	DHS also sometimes extends two-year Permanent Resident Cards (Form I-551) via Form I-797. The Permanent Resident Card with Form I-797 noting the extension can be presented as a List C document for Form I-9. Additionally, a Permanent Resident Card with a USCIS - issued sticker extending its validity is a List A document.

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	document's validity has not been extended, ask the employee for an unexpired document from the List of Acceptable Documents before creating a case in E-Verify	
2.2 Create a Case	Do not create a case for an employee hired before the effective date of the employer's MOU.	Do not create a case for an employee whose first day of employment is before the effective date of the employer's MOU.
HOW TO CREATE A CASE – PROCESS OVERVIEW	From the E-Verify Welcome page find Cases and click: **New Case**	From the E-Verify Welcome page, click the drop-down arrow next to Cases and select **New Case.**
HOW TO CREATE A CASE – PROCESS OVERVIEW	Enter the employee's Form I-9 information. A red asterisk (*) in E-Verify indicates a required field. Using information from Section 1 of Form I-9, enter all required information into each field. When the employee provides an email address on Form I-9, you must enter it into E-Verify because E-Verify may send the employee email notifications with information about his or	Enter the employee's information from Section 1 of Form I-9. If you do not enter required information, E-Verify generates a field error message and you must enter the required information to continue with the case. When entering more than one last name into the Other Last Names Used field, press the Tab or Enter key after each last name is added.

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	her E-Verify case. Click Continue.	**NOTE**: If the employee provided an email address on Form I-9, you must enter it into E-Verify. E-Verify may send the employee email notifications with information about his or her E-Verify case. If the employee did not provide an email address on Form I-9, click the box next to **No email address provided**. Click **Continue**.
HOW TO CREATE A CASE – PROCESS OVERVIEW	From Section 1 of the employee's Form I-9, choose the appropriate option. · **A citizen of the United States** · **A noncitizen national of the United States** · **A lawful permanent resident** · **An alien authorized to work** Click Continue.	From Section 1 of the employee's Form I-9, choose the appropriate option for Citizenship Status. · **A citizen of the United States** · **A noncitizen national of the United States** · **A lawful permanent resident** · **An alien authorized to work** Click **Continue**.

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HOW TO CREATE A CASE – PROCESS OVERVIEW	Indicate which documents were provided in Section 2 of the employee's Form I-9. Make the appropriate selection and click Continue. If you select List B and C documents, E-Verify prompts you to select both documents presented by the employee in Section 2 of Form I-9. Click Continue. **Important:** If you select driver's license or ID card, E-Verify will prompt you to select the document name and state. Make the appropriate selection and click Continue. **IMPORTANT:** If you select An alien authorized to work, you may also be required to indicate that you are entering either the Alien Number, Form I-94 number or foreign passport number from the employee's Form I-9. Click Continue. **Employer Case ID** is an optional field for users who	Click **List A Document** or **List B & C Document**, using information provided in Section 2 of the employee's Form I-9. Then select the document or combination of documents provided in Section 2. **Important:** If you select driver's license, E-Verify will prompt you to select the state. Enter the requested information and click **Continue**.

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	wish to assign an internal tracking code to a case.	
HOW TO CREATE A CASE – PROCESS OVERVIEW	Using information from Section 1 and 2 of Form I-9, enter all required information into each field. For more information on the Hire Date, see Section 2.2.1. Click Continue.	Type the employee's first day of employment recorded in Section 2 of Form I-9 into the Employee's First Day of Employment field. Alternatively, you may click **Today**, **1 Day Ago**, or **2 Days Ago** and the corresponding date automatically populates in the Employee's First Day of Employment field. If you select **Other**, the system requires you to manually enter the employee's first day of employment. If the case is being created 3 or more days past the employee's first day of employment, you must provide a reason for the delay. Select one of the following reasons from the drop-down menu: · Awaiting Social Security Number · Technical Problems · Audit Revealed that New Hire Was Not Run

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		· Other · Federal Contractor with E-Verify Clause verifying an existing employee If **Other** is selected, E-Verify requires you to type the reason in the **Reason for Delay** text box. **NOTE:** If you enter a date more than 90 business days beyond the current date in the Employee's First Day of Employment field, E-Verify displays an error message informing this date must be between 11/07/1986 and 90 business days in the future. Provide Visa Number when applicable. **Employee ID** is an optional field for users who wish to assign an internal tracking code to a case. If desired, enter a unique identifier assigned to this case.
HOW TO CREATE A CASE – PROCESS OVERVIEW	Each screen provides additional information simply by clicking any help text symbol.	For additional information on each screen, click any help text symbol.

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HOW TO CREATE A CASE - PROCESS OVERVIEW	REMINDER ✱ Complete Form I-9 before creating a case in E-Verify. ✱ Enter the employee's email address if provided on Form I-9. ✱ Create cases for all newly hired employees no later than the third business day after the employee starts work for pay.	REMINDER ✱ Complete Form I-9 before creating a case in E-Verify. ✱ Enter the employee's email address if provided on Form I-9 or indicate "No email address provided." ✱ Create cases for all newly hired employees no later than the third business day after the employee's first day of employment.
2.2.1	HIRE DATE	EMPLOYEE'S FIRST DAY OF EMPLOYMENT

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2.2.1	The hire date is the first day of employment in exchange for wages or other remuneration (or "work for pay"). On Form I-9, it is referred to as the employee's first day of employment. For the hire date in E-Verify, enter the employee's first day of employment date from the Certification in Section 2 of the employee's Form I-9, circled below	The employee's first day of employment is the date the employee begins working in exchange for wages or other remuneration. The employee's first day of employment is recorded in Section 2 of Form I-9.
2.2.1	If Form I-9 is completed after the employee accepts the offer of employment, but before the actual start of work for pay, it is possible that the hire date recorded on Form I-9 will change after the employer created the case in E-Verify. If this happens, no additional action is required in E-Verify as the hire date cannot be changed once the case has been created. However, employers should correct the date originally indicated as the employee's first day of employment in the certification block in Section 2	If Form I-9 is completed after the employee accepts the offer of employment, but before the actual start of work for pay or other remuneration, it is possible that the first day of employment recorded on Form I-9 could change after the employer created the case in E-Verify. If this happens, no additional action is required in E-Verify as the first day of employment cannot be changed once the case has been submitted. If the employee's first day of employment changes, employers should correct the date originally indicated as the

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	on the employee's Form I-9 if the employee's hire date changes. Consult the Handbook for Employers: Guidance for Completing Form I-9 (M-274) or visit www.uscis.gov/i-9central for more information. Employees hired on or before November 6, 1986, are not subject to Form I-9. Therefore, employers may not create E-Verify cases for these employees based on this employment. Individuals hired for employment in the Commonwealth of the Northern Mariana Islands (CNMI) on or before November 27, 2009, are also not subject to Form I-9 and their employers may not create cases in E-Verify for them based on this employment.	employee's first day of employment in the certification block in Section 2 on the employee's Form I-9. Consult the Handbook for Employers (M-274) or visit www.uscis.gov/i-9central for more information. Employees whose first day of employment was on or before November 6, 1986, are not subject to Form I-9. Therefore, employers may not create E-Verify cases for these employees based on this employment. Individuals hired for employment in the Commonwealth of the Northern Mariana Islands (CNMI) on or before November 27, 2009, are not subject to Form I-9 and their employers may not create cases in E-Verify for them based on this employment.
2.2.2 E-Verify Photo Matching	If an employee presented one of the first four List A documents for Form I-9 verification, photo matching will prompt the E-Verify user to compare the employee's photo document with a photo	E-Verify photo matching will prompt the E-Verify user to compare the employee's photo document with a photo displayed during creation of the E-Verify case. This helps ensure that the document the employee

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	displayed during creation of the E-Verify case. This helps ensure that the document the employee provided matches records available to DHS. The four List A documents that will trigger photo matching are the U.S. passport, passport card, Permanent Resident Card (Form I-551) and Employment Authorization Document (Form I-766). When the employee presents one of these documents, employers must copy the document and retain it with Form I-9. If the employee's Form I-9 information matches records available to DHS, E-Verify displays the employee's photo from the document presented.	provided matches records available to DHS. The four List A documents that will trigger photo matching are the U.S. passport, passport card, Permanent Resident Card (Form I-551) and Employment Authorization Document (Form I-766). When the employee presents one of these documents, employers must copy the front and back of the document (or in the case of a U.S. passport, copy the Passport ID page and the Passport Barcode page) and retain the copies with Form I-9. If the employee's Form I-9 information matches records available to DHS, E-Verify displays the employee's photo from the document presented.
PHOTO MATCHING-PROCESS OVERVIEW	➤ E-Verify prompts you to compare a photo displayed in E-Verify with the employee's Form I-9 photo document. You must obtain a copy of the employee's document and retain it with Form I-9. ➤ Account for minor variations	➤ E-Verify prompts you to compare a photo displayed in E-Verify with the employee's Form I-9 photo document. You must obtain a copy of the employee's document and retain it with Form I-9. ➤ Account for minor variations in

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	in shading and detail between the two photos and select Yes or No. ➤ Yes – the photo on the employee's actual document or a copy matches the photo displayed by E-Verify. Clothing, hair style, facing direction and appearance on the card should be identical to the photo displayed by E-Verify. No – the photo on the employee's actual document or a copy does not match the photo displayed in E-Verify. **NOTE:** If No Photo on this Document appears, select Yes. ➤ Click Continue. **NOTE:** If you do not make a selection and click Continue, the case will receive a status of Photo Matching Required. To search for a case, see Section 4.2 Case Alerts. **IMPORTANT:** Compare the photo displayed in E-Verify with the employee's Form I-9 photo document, not to the actual employee.	shading and detail between the two photos. ➤ Select the option next to the appropriate response. ➤ Click **Continue to Case Results.** o **Yes, this photo matches** – The photo on the employee's actual document or a copy matches the photo displayed by E-Verify. Clothing, hair style, facing direction and appearance on the card should be identical to the photo displayed by E-Verify. o **No, this photo does not match** – The photo on the employee's actual document or a copy does not match the photo displayed in E-Verify. o **No photo displayed** No photo was displayed for the E-Verify user to compare with the employee's document provided. This option should be selected when E-Verify either displays no photo or it displays an image of something other than a photo of a person, such as an image of a document.

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		NOTE: If you do not make a selection and click Continue to Case Results, the case will receive a status of Case Incomplete. See Section 4.2 Case Alerts and View/Search Cases for guidance on how to search for and view existing cases in E-Verify. ➤ If you select **No, this photo does not match** or **No photo displayed**, E-Verify prompts you to upload a photo of your employee's document and click **Continue**. **NOTE:** For most documents presented, E-Verify requests an image of both the front and back. If you are entering a U.S. passport or passport card, E-Verify will request an image of the Passport ID page and the Passport Barcode page. ➤ **NOTE:** Each file must be a .jpg, .pdf, or .png file that is no greater than 4MBs. ➤ **IMPORTANT:** Compare the photo displayed in E-Verify with the employee's Form I-9 photo

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		document, not to the actual employee. lick **Continue**.
PHOTO MATCHING-PROCESS OVERVIEW	SSA OR DHS TENTATIVE NONCONFIRMATION (MISMATCH), Section 3.3	TENTATIVE NONCONFIRMATION (MISMATCH), Section 3.3
2.2.3	**2.2.3 CHECK INFORMATION**	**2.2.3 REVIEW CASE AND ARE YOU SURE? ALERT**
REVIEW CASE-ARE YOU SURE? ALERT	If the information entered does not immediately match SSA and/or DHS records, the Check Information screen appears so the user can confirm that the information was entered correctly. The user may either confirm that the information matches Form I-9 or change the information in certain fields if the information was entered incorrectly. Follow the steps in the Check Information – Process Overview.	Users are prompted to review and confirm that the information entered is correct and may edit case details before submitting the case. If the information entered does not immediately match records available to SSA and/or DHS, the Review Case – Are You Sure? screen appears so the user can confirm that the information entered matches the Form I-9. Users may either confirm that the information matches Form I-9 or change the information in the prompted fields if the information was entered incorrectly. Follow the steps in the Review Case – Process Overview.

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2.2.3	**CHECK INFORMATION-PROCESS OVERVIEW**	**REVIEW CASE - PROCESS OVERVIEW**
2.2.3 REVIEW CASE - PROCESS OVERVIEW	➤ E-Verify prompts you to review and confirm that the information entered into E-Verify is correct. ➤ Confirm that the information matches Form I-9 or click Edit Case Details to make changes, if needed, then click Submit Case ➤ Confirm that the information matches Form I-9 or make changes, if needed, and click Continue. ➤ Some fields cannot be updated. If the information entered is not correct and the information cannot be updated, close the case by clicking Close Case. Select the case closure statement: The case is being closed because data entered is incorrect and create a new case in E-Verify with the correct information. **NOTE:** If you do not click Continue or Close Case, the	➤ Review information entered into E-Verify and confirm it matches information entered on the employee's Form I-9. ➤ Click **Edit Case Details** to make corrections if necessary, then click **Continue** to return to the Review Case screen. ➤ Click **Submit Case**. **NOTE**: If you need more time to verify the information is correct, you may click Save & Exit to exit this case. You can locate the case later under *View/Search Cases*. ➤ If information entered does not immediately match records available to SSA and/or DHS, E-Verify will prompt you with a second alert asking you to confirm the information is correct. ➤ Review information on the screen to ensure it matches what the employee entered in Section 1 of Form I-9. Select the

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	case will receive a status of Case Incomplete. To search for a case, see Section 4.2 Case Alerts.	appropriate option, indicating whether the information displayed matches the Form I-9. If the information does not match what was entered on Form I-9, correct the field in the alert to match the Form I-9. ➤ Click **Continue to Case Results**. If you do not select an option, a message will appear instructing you to select an option before you can continue. If you need more time to verify the information is correct, you may click **Save & Exit** to exit this case. You can locate the case later under *View/Search Cases*. If you do not click **Continue to Case Results** or **Save & Exit**, the case will receive a status of Case Incomplete. See Section 4.2 Case Alerts and View/Search Cases for guidance on how to search for and view existing cases in E-Verify.
2.3	2.5 **DUPLICATE CASE ALERT**	2.3 **Duplicate Cases Found Alert**

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2.3 Duplicate Cases Found Alert	A duplicate case alert appears for a case that contains the same Social Security number of a previous case entered for the same employer account. A duplicate case alert can occur for several reasons. Receiving a duplicate case alert does not necessarily mean that you should not proceed with the new case and close it. There may be instances when the employer must create a new case for the same employee, such as in the case of a rehire or if the previous case contains incorrect information. Review the situation and decide whether to continue with the case. Follow the steps in the Duplicate Case Alert – Process Overview.	A duplicate cases found alert appears for a case that contains the same information found in one or more cases created within the last 30 days under the same employer account. Receiving a duplicate cases found alert does not necessarily mean that you should not proceed with the new case you are creating. There may be valid reasons for an employer to create a new case for the same employee, such as if the previous case contains incorrect information. However, all cases must be closed in order for the cases to be considered complete. Review the situation and decide whether to continue with the present case and close any open duplicate cases that may have been created in error. Follow the steps in the Duplicate Cases Found Alert – Process Overview.
DUPLICATE CASES FOUND ALERT – PROCESS OVERVIEW	• E-Verify prompts you to review the case information and determine whether you will continue with the	➤ The Duplicate Cases Found alert displays all cases created under this employer account within the last 30 days using duplicate information. Before proceeding with a new case, you

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	case. You may need to contact the user that created the previous case. • Click View Case Details to review the case information. If the information is incorrect, update the appropriate information, then click Continue. • If you determine that you need to continue with the case, click Continue and select a reason from the options presented in E-Verify. • If you think the case is truly a duplicate and you no longer need to continue the verification process, close the case by clicking Close Case**.**	should close all open duplicate cases. ➤ Open cases will have a blue Close Case next to the Case Number. ➤ To close an individual case, click **Close case**. ➤ To close multiple open cases, click **Close all cases**. ➤ All cases closed from within this alert will be closed as duplicate cases. ➤ **Close case** next to the Case Number will be inactive for closed cases. If all cases displayed in the alert have been closed, **Close all cases** will be inactive. ➤ If you decide to continue processing a duplicate case listed in this alert, you may abandon the current case with no further action, as the case has not been created yet. **NOTE:** Program administrators and general users can update and close all cases previously created under the same

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		employer account, regardless of who created the case. ➤ **To continue the case without closing duplicate cases, click Continue anyway.** ➤ **If you select Continue anyway in error, you may click Back and return to the list of duplicate cases.** ➤ **If you click Continue anyway, you must enter a reason for continuing the case without closing previous cases.** ➤ **Once you've typed a reason in the text box, Click Continue.**
3.0 CASE RESULTS **CASE RESULTS OVERVIEW**	**Employment Authorized** The employee's information matched records available to SSA and/or DHS. **E-Verify Needs More Time** This case was referred to DHS for further verification. **SSA or DHS Tentative Nonconfirmation (MISMATCH)**	**Employment Authorized** The employee's information matched records available to SSA and/or DHS. **E-Verify Needs More Time** This case was referred to DHS for further verification. **Tentative Nonconfirmation (MISMATCH)** Information did not match

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	Information did not match records available to SSA and/or DHS. Additional action is required. **SSA or DHS Case in Continuance** The employee has visited an SSA field office or contacted DHS, but more time is needed to determine a final case result. **SSA or DHS Final Nonconfirmation** E-Verify cannot confirm an employee's employment eligibility after the employee visited SSA or contacted DHS. **DHS No Show** The employee did not contact DHS within eight federal government working days.	records available to SSA and/or DHS. Additional action is required. **Case in Continuance** The employee has visited an SSA field office or contacted DHS, but more time is needed to determine a final case result. **Close Case and Resubmit** SSA or DHS requires that you close the case and create a new case for this employee. This result may be issued when the employee's U.S. passport, passport card, or driver's license information is incorrect. **Final Nonconfirmation** E-Verify cannot confirm the employee's employment eligibility after the employee visited SSA or contacted DHS.
3.1 Employment Authorized	An initial case result of Employment Authorized is the most common and simple case result in E-Verify. Employment Authorized means that the information entered into E-	Most E-Verify cases receive a case result of Employment Authorized. Employment Authorized means that the information entered into E-Verify matched records available to

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	Verify matched records available to SSA and/or DHS and that E-Verify confirmed the employment eligibility of the employee whose information was entered. However, a case that is Employment Authorized is still considered incomplete until it is closed. Follow the steps outlined in the Employment Authorized - Process Overview.	SSA and/or DHS confirming employment eligibility of the employee whose information was entered. E-Verify automatically closes cases resulting in Employment Authorized. You can locate the closed case and view case details in View/Search Cases. See Section 4.2 Case Alerts and View/ Search cases for guidance on how to search for and view existing cases in E-Verify. At this stage, you should record the case number on this employee's Form I-9 or print out the Case Details page and attach it to the Form I-9. **NOTE:** Automatic closure only applies to employers directly accessing E-Verify to create cases. If you are using web service software to create cases, you must manually close all cases, including cases resulting in employment authorized.
EMPLOYMENT AUTHORIZED – PROCESS OVERVIEW	➤ Receive case result Employment Authorized. ➤ Check the information in E-Verify against the employee's	

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	Form I-9. ➤ Close Case. A case result of Employment Authorized requires the important step of closing the case. Employers must close each case; this does not happen automatically. Closing the case removes it from the active cases list or the Open Cases to be Closed list. To close each case, follow the steps outlined in Section 4.1 Close Case.	
EMPLOYMENT AUTHORIZED SUMMARY	EMPLOYMENT AUTHORIZED SUMMARY **EMPLOYER ACTION** · Enter Form I-9 information into E-Verify · Receive Employment Authorized case result · Ensure that the information displayed in E-Verify matches the employee's Form I-9 · Close case **EMPLOYEE ACTION**	

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	· None	
3.1.1 **EMPLOYMENT AUTHORIZED-Request Name Review**	In some cases E-Verify issues a case result of Employment Authorized, but the name returned in E-Verify does not match exactly the name on Form I-9. This happens when the information matches, but there are name variations in DHS records. In this case, request a review of the employee's name so E-Verify can issue a final case result. To request a name review, follow the steps outlined in the Request Name Review - Process Overview. **IMPORTANT:** Do not use this functionality in a discriminatory manner (e.g., based on an individual's race, national origin or ethnicity). REQUEST NAME REVIEW-PROCESS OVERVIEW ➤ Compare the name displayed in the yellow box with the name you entered which is shown in the white box.	

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	➤ If the names match, click Close Case. ➤ If the names do not match, request DHS review of the case by clicking Request Name Review. ➤ Enter the specific reason for the name review request into the Comments field. ➤ Click Continue A case sent to DHS for name review will be updated with one of the following results: EMPLOYMENT AUTHORIZED, Section 3.1 SSA and DHS TENTATIVE NONCONFIRMATION (MISMATCH), Section 3.3 Each case result requires different actions or steps to continue or close the case. These actions are outlined in the case result sections throughout this manual. REQUEST NAME REVIEW SUMMARY	

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	EMPLOYER ACTION · Determine if a name review is required (if not required, close case) · Click Continue · Input reason for name review request in Comments field · Click Continue · Follow steps outlined in E-Verify Needs More Time **EMPLOYEE ACTION** · None	
3.2	**3.2 E-Verify Needs More Time**	**3.2 E-Verify Needs More Time**
3.2 E-Verify Needs More Time	A case result of E-Verify Needs More Time means that the information did not match records available to DHS. The case is automatically referred to DHS for further verification. DHS will respond to most of these cases within 24 hours, although some responses may take up to three federal government working days. No	A case result of E-Verify Needs More Time means that DHS cannot verify the data and needs more time. The case is automatically referred for further verification. DHS will respond to most of these cases within 24 hours, although some responses may take up to 3 federal government working days. No action is required by either you

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	action is required by either the employer or employee at this time, but employers can check E-Verify daily for a response. See E-Verify Needs More– Process Overview.	or the employee at this time, but you can check E-Verify daily for a response. See E-Verify Needs More Time – Process Overview.
3.2 E-Verify Needs More Time	**E-VERIFY NEEDS MORE TIME – PROCESS OVERVIEW** ➤ E-Verify displays E-Verify Needs More case result. ➤ Check E-Verify for changes to case results. ➤ DHS may take three federal government working days to respond. Follow the next step based on the case result provided.	**E-Verify Needs More Time– PROCESS OVERVIEW** ➤ E-Verify displays a E-Verify Needs More Time case result in the *View/Search Cases* screen. See Section 4.2 Case Alerts and View/Search Cases for guidance on how to search for and view existing cases in E-Verify. ➤ When you open a case with a E-Verify Needs More Time case result, E-Verify displays the E-Verify Needs More Time screen below. ➤ Check E-Verify for changes to case results. ➤ DHS may take 3 federal government working days to respond. Follow the next step based on the case result provided.

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
3.2 E-Verify Needs More	After the three federal government working days, a E-Verify Needs More case result will provide one of the following case results: EMPLOYMENT AUTHORIZED, Section 3.1 SSA or DHS TENTATIVE NONCONFIRMATION (MISMATCH), Section 3.3 SSA or DHS CASE IN CONTINUANCE, Section 3.4	After the 3 federal government working days, an E-Verify Needs More Time case result will provide one of the following case results: EMPLOYMENT AUTHORIZED, Section 3.1 TENTATIVE NONCONFIRMATION (MISMATCH), Section 3.3 CASE IN CONTINUANCE, Section 3.4

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
3.2 E-Verify Needs More	E-Verify Needs More Summary **EMPLOYER ACTION** · Check E-Verify for case result updates · Follow next steps based on case result provided **EMPLOYEE ACTION** · None	E-VERIFY NEEDS MORE TIME SUMMARY **EMPLOYER ACTION** · Check E-Verify for case result updates · Follow next steps based on case result provided · An employer may not take adverse action against an employee because of a E-Verify Needs More Time result **EMPLOYEE ACTION** · None
3.3	**3.3 SSA or DHS Tentative Nonconfirmation (MISMATCH)**	**3.3 Tentative Nonconfirmation (MISMATCH)**
3.3 Tentative Nonconfirmation (Mismatch)	An SSA Mismatch means that the information entered into E-Verify does not match SSA records. A DHS mismatch means that the information entered into E-Verify does not match records available to DHS. E-Verify identifies the agency associated with the	A mismatch means that the information entered into E-Verify does not match records available to SSA and/or DHS. It is possible for an employee to receive a dual mismatch, which means the case received a mismatch result from both agencies at the same time

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	mismatch when the mismatch result is provided. Reasons a case may get an SSA Mismatch case result include the following:	because information entered into E-Verify does not match records available to both SSA and DHS. E-Verify identifies the agency or agencies associated with the mismatch in the mismatch Further Action Notice. A mismatch for an information mismatch against SSA records may result because of the following reasons:
3.3 Tentative Nonconfirmation (MISMATCH)	A case can result in a DHS Mismatch because the employee's:	A case can result in a mismatch with DHS because the employee's:
3.3 Tentative Nonconfirmation (Mismatch)	If the employee chooses not to contest the mismatch, the employer may terminate employment with no civil or criminal liability as noted in "Responsibilities of the Employer," Article II, Section A paragraph 8(a) of the MOU.	If the employee chooses not to take action to resolve the mismatch, the employer may terminate employment with no civil or criminal liability as noted in "Responsibilities of the Employer," Article II, Section A paragraph 13 of the MOU.
3.3.1	**3.3.1 Notify Employee of SSA or DHS Mismatch**	**3.3.1 Notify Employee of Mismatch**
3.3.1 Notify Employee of	The employee must be notified of the SSA or DHS Mismatch	The employee must be notified of the mismatch result as soon

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
Mismatch	result as soon as possible by following the steps in Notify Employee of SSA or DHS mismatch – Process Overview.	as possible by following the steps in Notify Employee of Mismatch – Process Overview.
3.3.1 Notify Employee of Mismatch	Receive SSA or DHS Mismatch case result. Click Continue. Select either English or Spanish and print the SSA or DHS MISMATCH Further Action Notice. Confirm that all information listed at the top of the SSA or DHS Mismatch Further Action Notice is correct. If information is incorrect, close the case and create a new case for the employee. When you close the original case, select the case closure statement, The case is being closed because the data entered is incorrect. If the information is correct, review the SSA or DHS Mismatch Further Action Notice with the employee in private and follow the instructions on page 1 of the SSA or DHS Mismatch Further	NOTIFY EMPLOYEE OF MISMATCH – PROCESS OVERVIEW Download and print the Further Action Notice. NOTE: The Further Action Notice prints in English by default, but may also be printed Spanish. · To print in English, click Download Further Action Notice. · To print in Spanish, click the down arrow next to English and select Spanish, then click Download Further Action Notice. Review the Further Action Notice with the employee in private and instruct the employee to confirm that the information listed at the top is correct. If the employee cannot read, you must read the Further Action Notice to the employee. If the employee does not speak English as his or her primary

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	Action Notice. If the employee cannot read, you must read the SSA or DHS Mismatch Further Action Notice to the employee. If the employee does not speak English as his or her primary language and has a limited ability to read or understand the English language, provide the employee with a translated version of the Further Action Notice in the appropriate language, which is available in View Essential Resources. IMPORTANT: You may provide the SSA or DHS Mismatch Further Action Notice to the employee in person, by fax, email, overnight or next-day delivery service, as long as you take proper precautions to ensure the employee's information is protected. Indicate that the employee has been notified by selecting the box Confirm Employee Notification. Confirm whether the employee decided	language and has a limited ability to read or understand the English language, provide the employee with a translated version of the Further Action Notice in the appropriate language, which is available in View Essential Resources. IMPORTANT: You may provide the Further Action Notice to the employee in person, by fax, email or overnight or next-day delivery service, as long as you take proper precautions to ensure the employee's information is protected. Instruct the employee to indicate whether he or she will take action to resolve the Mismatch, then have the employee sign and date the Further Action Notice printed in English Provide the employee a copy of the signed Further Action Notice in English (and a translated version, if appropriate). Attach the original signed Further Action Notice to the employee's Form I 9.

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	to contest the SSA or DHS Mismatch by following the steps in the Confirm Employee Decision – Process Overview.	
3.3.1 Notify Employee of Mismatch	**NOTIFY EMPLOYEE OF SSA MISMATCH SUMMARY** **EMPLOYER ACTION** · Privately notify employee of the SSA or DHS Mismatch · Print, review, sign and date the SSA or DHS Mismatch Further Action Notice **EMPLOYEE ACTION** · Confirm that the information on the SSA or DHS Mismatch Further Action Notice is correct	**NOTIFY EMPLOYEE OF MISMATCH SUMMARY** **EMPLOYER ACTION** · Download and print the Further Action Notice and confirm that the information listed at the top is correct · Privately notify employee of the mismatch · Have employee review and confirm that his or her information listed at the top is correct · Instruct the employee to indicate his or her decision to take action or not and to sign and date the Further Action Notice · Provide the employee with a copy of the signed Further Action Notice in English (and a translated version, if appropriate)

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		· Keep the original signed Further Action Notice on file with Form I-9 **EMPLOYEE ACTION** · Confirm that the information on the Further Action Notice is correct · Decide whether to take action to resolve the mismatch or not and indicate choice on the Further Action Notice · Acknowledge the mismatch case result by signing and dating Further Action Notice
3.3.2	**3.3.2 Confirm Employee Decision**	**3.3.2 Confirm Employee Decision and refer Case**
3.3.2 Confirm Employee Decision and refer Case	After being notified of the SSA or DHS mismatch and choosing whether to contest the case result, the employee acknowledges his or her decision on the SSA or DHS Mismatch Further Action Notice. Employees who choose to contest an SSA Mismatch are referred to the SSA. Follow	After you notify the employee of the mismatch and he or she decides whether to take action to resolve the case result, the employee should acknowledge his or her decision on the Further Action Notice. Employees who choose to take action on a mismatch are referred to SSA and/or DHS. If a dual mismatch

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	the steps outlined in the Confirm Employee Decision – Process Overview.	is received, the employee will be referred to both SSA and DHS. Follow the steps outlined in the Confirm Employee Decision and Refer Case – Process Overview. An employee who chooses to take action to resolve an SSA Mismatch must visit an SSA field office within 8 federal government working days to begin resolving the mismatch. An employee who chooses to take action to resolve a DHS Mismatch must call DHS within 8 federal government working days to begin resolving the mismatch. An employee who chooses to take action to resolve a dual mismatch is only given 8 federal government work days to visit SSA and call DHS to begin resolving both mismatches. Federal government working days are Monday through Friday (except for federal holidays). Give the employee the Referral Date Confirmation from E-Verify. The Referral Date Confirmation provides the date by which the employee must visit SSA and/or call DHS. The employee should bring the mismatch Further

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
		Action Notice when he or she visits a SSA field office. If the photos do not match during E-Verify photo matching, a photo mismatch may result. A photo mismatch requires the employer to take an additional step to refer the case, but follows the same requirements of any mismatch. If the employee chooses to take action on the photo mismatch, the employer must refer the employee to DHS and provide a copy of the Form I-9 photo document to E-Verify.
3.3.2	**Confirm employee decision– Process Overview**	**Confirm employee decision and refer Case – Process Overview**
Confirm employee decision and REFER Case – Process Overview		➤ Select the option indicating whether or not the employee will take action to resolve the mismatch. ➤ Click **Continue**. **NOTE:** If you indicate that the employee will take action to resolve the mismatch, the employee's has 8 federal government working days from

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
		when you click Continue to visit SSA and/or call DHS. IF **EMPLOYEE WILL TAKE ACTION TO RESOLVE MISMATCH:** ➤ If you selected the option indicating the employee chooses to take action to resolve the mismatch, download and print the Referral Date Confirmation, attach a copy of it to the employee's Form I-9, and provide the original to the employee. ➤ The Referral Date Confirmation downloads in English by default, but may also be downloaded in Spanish. o To download/print in English, click **Download Referral Date Confirmation**. o To download/print in Spanish, click the down-arrow next to English and select **Spanish**, then click **Download Referral Date Confirmation**. ➤ Click **Continue**. For some mismatch cases, E-

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
		Verify prompts you to submit a copy of the employee's photo document to DHS. Follow the steps below if prompted. ➤ First, make sure you have a copy of the employee's Form I-9 photo document. ➤ Upload a copy of the employee's Form I-9 photo document to the E-Verify case. **Note**: If the employee cannot read, you must read the Referral Date Confirmation to the employee. Provide employees who do not speak English as their primary language, or have a limited ability to read or understand the English language, with a translated version of this confirmation in the appropriate language. Additional languages are available in Other Resources under Resources/View Essential Resources in E-Verify. **IMPORTANT:** Close the case*only*after E-Verify provides a final case result or if you no longer need to continue to confirm the employment

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
		eligibility of the employee. If you determine information in the case is incorrect and the case should be closed, select the option indicating the employee will not take action. The case will receive a Final Nonconfirmation result and you will be allowed to select an option indicating the case information was entered incorrectly. **IF EMPLOYEE WILL NOT TAKE ACTION TO RESOLVE THE MISMATCH:** ➤ If you selected the option indicating the employee will not take action to resolve the case, and confirm that you selected the correct option. ➤ Click **Continue** to close the case. ➤ Click **Cancel** to return to the previous screen. **NOTE:** If you click Continue to close the case, E-Verify displays an updated case status of Final Nonconfirmation. ➤ Click **Close Case**.

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
		NOTE: See Section 4.1 Close Case – Process Overview for additional guidance on closing a case that received a Final Nonconfirmation result.
Confirm employee decision and REFER Case – Process Overview		SSA or DHS has 10 federal government working days from the date the case was referred to update the case result in E-Verify. Check E-Verify periodically for an update in the case result. A case referred to SSA or DHS is updated with one the following results: EMPLOYMENT AUTHORIZED, Section 3.1 E-VERIFY NEEDS MORE TIME, Section 3.2 CASE IN CONTINUANCE, Section 3.4 FINAL NONCONFIRMATION, Section 3.5 CLOSE CASE AND RESUBMIT, Section 3.6 Each case result requires different actions or steps to continue or close the case. These

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		actions are outlined in the case result sections throughout this manual.
Confirm employee decision and REFER Case – Process Overview	**CONFIRM EMPLOYEE DECISION SUMMARY** **EMPLOYER ACTION** · Instruct the employee to indicate his or her decision to contest or not contest and sign and date the SSA Mismatch Further Action Notice, then sign and date as the employer · Provide to the employee a copy of the signed SSA Mismatch Further Action Notice in English (and a translated version, if appropriate) · Keep the original signed SSA Mismatch Further Action Notice on file with Form I-9 · Take the next action based on the employee's decision to contest or not contest the SSA or DHS Mismatch **EMPLOYEE ACTION** · Decide to contest or not	**CONFIRM EMPLOYEE DECISION AND REFER CASE SUMMARY** **EMPLOYER ACTION** · Take next steps in E-Verify based on the employee's decision to take action or not to resolve the mismatch · If referred, print the Referral Date Confirmation, provide it to the employee and attach a copy to the employee's Form I-9 · If not referred, close the case. · Check E-Verify for case result updates and follow steps based on case result provided **EMPLOYEE ACTION** · Take next steps based on decision to take action or not to resolve · If referred, visit a SSA field office and/or contact DHS within 8 federal government working days and present the Further

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	contest and indicate choice on the SSA or DHS Mismatch Further Action Notice · Acknowledge the SSA or DHS Mismatch case result by signing and dating SSA or DHS Mismatch Further Action Notice · Take next action based on decision to contest or not to contest	Action Notice and applicable original documents listed on the Further Action Notice · Follow SSA or DHS instructions for next steps
3.3.3 Refer Employee to SSA or DHS	An employee who chooses to contest an SSA Mismatch must visit an SSA field office within eight federal government working days to begin resolving the mismatch. An employee who chooses to contest a DHS Mismatch must call DHS within eight federal government working days to begin resolving the mismatch. Give the employee the Referral Date Confirmation from E-Verify. The Referral Date Confirmation provides the date by which the employee must visit SSA or call DHS. The employee should bring the	

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	SSA Mismatch Further Action Notice when he or she visits an SSA field office. Federal government working days are Monday through Friday (except for federal holidays). If the employer fails to match photos during E-Verify photo matching, a photo mismatch may result. A photo mismatch requires the employer to take an additional step to refer the case but follows the same requirements of any mismatch. If the employee chooses to contest the photo mismatch, the employer must refer the employee to DHS and send a copy of the Form I-9 photo document to E-Verify. Follow the steps outlined in the Refer Employee to SSA – Process Overview to complete the mismatch process. **REFER EMPLOYEE TO SSA OR DHS – PROCESS OVERVIEW** If the employee chooses to contest the SSA or DHS mismatch, click Refer Case. NOTE: The employee's	

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	obligation to visit an SSA field office or call DHS within eight federal government working days begins when you click Refer Case. For some DHS Mismatch cases, E-Verify prompts you to submit a copy of the employee's photo document to DHS. Follow the steps below to complete this step when prompted. First, make sure you have a copy of the employee's Form I-9 photo document. You may submit an electronic copy or send a paper copy by selecting one of the following: • Scan and attach a copy of Employee's Photo Document OR • Mail a copy of Employee's Photo Document If you chose to mail a paper copy, send it through express mail to the address below: U.S. Department of Homeland Security (USCIS) 10 Fountain Plaza, 3rd Floor	

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	Attn: Status Verification Unit – Photo Matching Buffalo, NY 14202 DHS will not pay for any shipping costs. Participants are free to choose an express shipping carrier at their own expense. If the employee chooses not to contest, click Close Case and follow steps in Section 4.1 Close Case. Select the Referral Date Confirmation in either English or Spanish and click Print Confirmation. Provide the Referral Date Confirmation to the employee. If the employee cannot read, you must read the Referral Date Confirmation to the employee. If the employee does not speak English as his or her primary language and has a limited ability to read or understand the English language, provide the employee with a translated	

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	version of this confirmation in the appropriate language, which is available in View Essential Resources under Resources in E-Verify. Attach a copy of the Referral Date Confirmation to the employee's Form I-9. Check E-Verify for case updates and follow steps based on next case result. IMPORTANT: Close the case only when E-Verify provides a final case result or if you no longer need to continue to verify the employment eligibility of the employee. SSA or DHS has 10 federal government working days to update the case result in E-Verify. Check E-Verify periodically for an update in the case result. A case referred to SSA or DHS is updated with one the following results: EMPLOYMENT AUTHORIZED, Section 3.1 E-VERIFY NEEDS MORE, Section 3.2	

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	SSA or DHS CASE IN CONTINUANCE, Section 3.4 SSA or DHS FINAL NONCONFIRMATION, Section 3.5 Each case result requires different actions or steps to continue or close the case. These actions are outlined in the case result sections throughout this manual. **REFER EMPLOYEE TO SSA or DHS SUMMARY** **EMPLOYER ACTION** · Print the Referral Date Confirmation, provide it to the employee and attach a copy to the employee's Form I-9 · Check E-Verify for case result updates and follow steps based on case result provided **EMPLOYEE ACTION** · Visit an SSA field office or contact DHS within eight federal government working days and present the SSA Mismatch Further Action	

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	Notice and applicable original documents listed on Page 2 of the SSA Mismatch Further Action Notice · SSA or DHS instructs employee of next steps	
REVIEW AND UPDATE EMPLOYEE DATA	**3.3.4 REVIEW AND UPDATE EMPLOYEE DATA** If SSA finds a discrepancy in the information it received in the E-Verify referral, E Verify will issue a prompt for the employer to review and update the employee's information. A Review and Update Employee Data case result occurs for reasons including typographical errors and/or incorrect information provided on Form I-9. This requires the employer to review Form I-9 with the employee make any necessary corrections on Form I-9, and update the information in the E-Verify case. IMPORTANT: You may only update a case once. Ensure	

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	that the changes are correct before updating the case. A case that is resubmitted to SSA will have one of the following case results: EMPLOYMENT AUTHORIZED, Section 3.1 E-VERIFY NEEDS MORE, Section 3.2 SSA or DHS TENTATIVE NONCONFIRMATION (MISMATCH), Section 3.3 SSA or DHS FINAL NONCONFIRMATION, Section 3.5 **REVIEW AND UPDATE EMPLOYEE DATA SUMMARY** **EMPLOYER ACTION** · Review the information on Form I-9 and E-Verify with the employee for accuracy and make any necessary changes on Form I-9 · Access the employee's case · If necessary, update the employee's information in the	

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	fields provided · Click Continue · Follow steps based on case result provided **EMPLOYEE ACTION** · Ensure that the information provided in Section 1 of Form I-9 is accurate and make any necessary corrections	
3.4	**3.4 SSA or DHS Case in Continuance**	**3.4 Case in Continuance**
Case in Continuance	A SSA or DHS Case in Continuance status indicates that the employee has visited an SSA field office and/or contacted DHS, but more time is needed to determine a final case result.	A Case in Continuance status indicates that the employee has visited an SSA field office and/or contacted DHS, but more time is needed to determine a final case result.
Case in Continuance	Once SSA or DHS has updated E-Verify, the case will have one of the following results: EMPLOYMENT AUTHORIZED, Section 3.1 E-VERIFY NEEDS MORE,	Once SSA or DHS has updated E-Verify, the case will have one of the following results: EMPLOYMENT AUTHORIZED, Section 3.1 E-VERIFY NEEDS MORE TIME,

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	Section 3.2 REVIEW AND UPDATE EMPLOYEE DATA, Section 3.3.4 SSA or DHS FINAL NONCONFIRMATION, Section 3.5	Section 3.2 CLOSE CASE AND RESUBMIT, Section 3.5 FINAL NONCONFIRMATION, Section 3.6
CLOSE CASE AND RESUBMIT	**2.4 Close Case and Resubmit** If the expiration date entered for the employee's U.S. passport, passport card or driver's license is incorrect, E-Verify prompts an Error: Close Case and Resubmit case result and processing of the case cannot continue. Because document information for a case that has already been submitted cannot be changed, the case must be closed and a new case created with correct information. The employer should select the closure statement option,The case is being closed because the data entered is incorrect, and close this case. Now, the employer can create a new case for this employee using the correct	**3.5 CLOSE CASE AND RESUBMIT** Your employee's case may receive a Close Case and Resubmit case result if SSA and/or DHS are unable to process the case and confirm employment eligibility. The employer should close the case in E-Verify and create a new case. When the user clicks **Close and Create a New Case**, the case is automatically closed and E-Verify opens a new case for the user to begin entering the employee's information from Form I-9. **CLOSE CASE AND RESUBMIT SUMMARY** **EMPLOYER ACTION** · Receive Close Case and Resubmit Case Result · Click Close and Create a New

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	document expiration date. **IMPORTANT:** E-Verify can confirm the employment eligibility of this employee once the new case is created and the correct document expiration date has been entered.	Case button. · Create new case **EMPLOYEE ACTION** · None
Case in Continuance	**SSA or DHS Final Nonconfirmation**	**3.6 Final Nonconfirmation**
Final Nonconfirmation	An SSA or DHS Final Nonconfirmation case result is received when E-Verify cannot verify an employee's employment eligibility after an employee has visited a SSA field office or contacted DHS during the mismatch referral process. Employers must close the case once a case result of SSA or DHS Final Nonconfirmation has been provided. The employer may terminate employment based on a case result of SSA or DHS Final Nonconfirmation with no civil or criminal liability as noted in	A case receives a Final Nonconfirmation case result when E-Verify cannot confirm an employee's employment eligibility after: · The employee has visited a SSA field office and/or contacted DHS during the mismatch referral process, OR · The employee failed to visit SSA and/or call DHS within 8 federal government working days. Employers must close the case once a case receives a Final Nonconfirmation result. The employer may terminate employment based on a case

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	"Responsibilities of the Employer," Article II, Section A, paragraph 8(a) of the MOU.	result of Final Nonconfirmation with no civil or criminal liability as noted in "Responsibilities of the Employer," Article II, Section A, paragraph 13 of the MOU.
Final Nonconfirmation	**SSA/DHS FINAL NONCONFIRMATION SUMMARY** **EMPLOYER ACTION** · Receive SSA or DHS Final Nonconfirmation case result · Close case **EMPLOYEE ACTION** · None	**FINAL NONCONFIRMATION SUMMARY** **EMPLOYER ACTION** · Receive Final Nonconfirmation case result · Close case **EMPLOYEE ACTION** · None
3.6 DHS No Show	**3.6 DHS No Show** A DHS No Show case result indicates that the employee did not contact DHS within eight federal government working days and is considered a Final Nonconfirmation. Employers must close E-Verify cases when they receive a Final Nonconfirmation.	

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	Employers may terminate employment based on a case result of DHS No Show with no civil or criminal liability as noted in "Responsibilities of the Employer," Article II, Section A, paragraph 8(a) in the MOU. **DHS NO SHOW SUMMARY** **EMPLOYER ACTION** · Receive DHS No Show case result · Close case **EMPLOYEE ACTION** · None	
4.1 Close Case	To properly complete the E-Verify process, employers must close *every* case they create. To assist employers in making the correct choice and to reduce the number of options, E-Verify requires employers to state whether the employee is still employed. To close a case, employers follow the steps outlined in the Close Case – Process Overview.	To properly complete the E-Verify process, employers must close *every* case they create, except for cases that result in Employment Authorized, which E-Verify will automatically close. Follow the steps outlined in the Close Case – Process Overview. **IF THE CASE RESULT IS**

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	Click Close Case. Next, indicate whether the employee is still employed. Select Yes or No and click Continue. Your response to the question "Is (employee's name) currently employed with this company?" will determine which case closure statement options will appear on the next screen. Next, select the most appropriate statement and click Continue. Next, select the most appropriate statement and click Continue. Record the E-Verify case number on the employee's Form I-9, or print the case details and file it with the employee's Form I-9. This completes the E-Verify verification process.	**EMPLOYMENT AUTHORIZED:** ➤ E-Verify automatically closes the case**.** See Section 4.2 Case Alerts and View/Search Cases for guidance on how to search for and view existing cases in E-Verify. ➤ Record the E-Verify Case Number on the employee's Form I-9 or attach a copy of the case details page to the Form I-9. ➤ This completes the E-Verify process for this case. **IF THE CASE RESULT IS FINAL NONCONFIRMATION:** Click Close Case. Select the statement indicating whether or not you will continue to employ this individual. If you select the option indicating you will continue to employee this individual, you must provide the reason why. Type the reason in the text box provided. If you select the option indicating that neither of the above applies and you are

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
		closing this case for a different reason, you must select the reason you are closing the case. If Other is selected as the reason, you must type the reason in the text box provided. ➤ After you've typed a reason, click **Close Case**. ➤ E-Verify displays an alert indicating the case was successfully closed. ➤ Record the E-Verify Case Number on the employee's Form I-9, or click the link to View/Print Case Details and attach a copy of the case details page to the Form I-9. ➤ This completes the E-Verify process for this case. ➤ Click **Create New Case** to create a new case or click **Continue** to be redirected to view all your cases. **IF THE CASE RESULT IS CLOSE CASE AND RESUBMIT**: Click Close and Create New Case This case will be automatically

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
		closed and E-Verify will open a new case so you can enter the employee's information from Form I-9 and create a new case. This completes the E-Verify verification process for the first case.
4.1 Close Case	Every case created in E-Verify **must** be closed. To close a case, select one of the case closure statements. E-Verify will present only the statements that are relevant to each case because not all of the case closure statements apply to every situation.	Every case created in E-Verify **must** be closed. Some E-Verify case results require employers to provide additional information. When prompted, select the most appropriate statement displayed and type additional information when requested. E-Verify only presents statements that are relevant to each case because not all of the case closure reasons apply to every situation.
4.1 Close Case	NOTE – CLOSE CASE When answering the question, "Is the employee currently employed with this company?" it is important to consider the following: If the employee did not take action to resolve a mismatch or received a Final	

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	Nonconfirmation or DHS No Show, the employer must decide whether to allow the employee to continue working. If: · Employee's employment is continued, select Yes. · Employee's employment is to be terminated, select No. If the employee has accepted a job offer, but has not yet started work and received a mismatch which the employee decided not to contest, or received a Final Nonconfirmation, decide whether to allow the employee to start work. If the employer decides to: · Allow the employee to start work as planned, select Yes. · Rescind the employee's employment offer, select No.	
4.1.1 Case Closure Statements	➢ **The employee continues to work for the employer after receiving an Employment Authorized result.**	

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	E-Verify has verified that the employee is eligible to work in the United States and the employee continues to work for the employer. ➤ **The employee continues to work for the employer after receiving a Final Nonconfirmation result.** E-Verify could not verify that this employee is authorized to work in the United States. The employee contested the Tentative Nonconfirmation (mismatch), but was unable to resolve it and a Final Nonconfirmation was issued in E-Verify. The employer chooses to allow the employee to continue to work. ➤ **The employee continues to work for the employer after receiving a DHS No Show result.** E-Verify could not verify that this employee is authorized to work in the United States. The employee contested the Tentative Nonconfirmation (Mismatch), but did not take	

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	action to resolve it and a 'DHS No Show' result was issued in E-Verify. The employer chooses to allow the employee to continue to work. ➤ **The employee continues to work for the employer after choosing not to contest a Tentative Nonconfirmation (Mismatch).** E-Verify could not verify that this employee is authorized to work in the United States. The employee chose not to contest the Tentative Nonconfirmation (Mismatch). The employer chooses to allow the employee to continue to work. ➤ **The employee was terminated by the employer for receiving a Final Nonconfirmation result.** E-Verify could not verify that this employee is authorized to work in the United States. The employee had contested the Tentative Nonconfirmation (Mismatch), but was unable to resolve it. The employer terminated the employee after	

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	the Final Nonconfirmation result. ➤ **The employee was terminated by the employer for receiving a DHS No Show result.** E-Verify could not verify that this employee is authorized to work in the United States. The employee contested the Tentative Nonconfirmation (Mismatch), but did not take action to resolve it and a 'DHS No Show' result was issued in E-Verify. The employer terminated the employee after receiving the 'DHS No Show' result. ➤ **The employee was terminated by the employer for choosing not to contest a Tentative Nonconfirmation.** E-Verify could not verify that this employee is authorized to work in the United States. The employee chose not to contest the Tentative Nonconfirmation (Mismatch). The employer terminated the employee after the employee chose not to	

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	take action to resolve the mismatch. ➤ **The employee quit working for the employer.** The employee chose to stop working for the employer. ➤ **The employee was terminated by the employer for reasons other than E-Verify.** The employer terminated the employee for reasons unrelated to E-Verify. ➤ **This case is being closed because of technical issues with E-Verify.** This case is being closed because of technical issues with E-Verify. E-Verify was unable to process this case due to a technical issue. The employer is closing this case and needs to create a new case. ➤ **The case is being closed because another case with the same data already exists.** An E-Verify case with the same	

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	data was already created for this employee. This is a duplicate case. **NOTE:** If a case is closed because another case with the same data already exists, it does not void the case or change the case result. The case will still display the last case result even though it has been closed. ➤ **The case is being closed because the data entered is incorrect.** The data entered for this employee was not correct. **NOTE:** If a case is closed because the data entered is incorrect, it does not void the case or change the case result. The case will still display the last case result even though it has been closed. ➤ **The case is being closed because the document is expired.** The document presented by the employee for verification was expired. The employer is	

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	closing the case and needs to create a new case with an unexpired document. ➤ **The case is being closed because DHS or SSA instructed this employer to create a new case for this employee.** The Department of Homeland Security (DHS) or Social Security Administration (SSA) instructed the employer to create a new case for this employee because E-Verify was unavailable, or for another reason. ➤ **The employee is no longer employed by the employer for reasons unrelated to E-Verify and the mismatch process could not be completed.** The employee is not available because they are no longer working for this employer for reasons unrelated to E-Verify. The Tentative Nonconfirmation (Mismatch) process could not be completed.	

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	The case is being closed because DHS or SSA instructed this employer to close the case. The employer was directed by DHS or SSA to close this case.	
4.1.1 Case Closure Statements	**CLOSE CASE SUMMARY** **EMPLOYER ACTION** · Click Close Case · Indicate whether the employee is still employed · Select the appropriate case closure statement · Record E-Verify Case Number on Form I-9 or print screen and file it with Form I-9 · The E-Verify process is now completed **EMPLOYEE ACTION** · None	
4.2	**4.2 Case Alerts**	**4.2 Case Alerts AND VIEW/ SEARCH CASES**

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
Case Alerts AND VIEW/SEARCH CASES	The E-Verify home page indicates the number of cases that require attention by a number in a red circle on the alert. Each case alert can be accessed by clicking on the alert. Cases can also be accessed through View Cases and Search Cases from the navigation menu in E-Verify. Follow the steps outlined in the Case Alerts - Process Overview to use the case alerts feature.	The E-Verify home page indicates the number of cases that require attention by a number in a red circle on the alert. Cases needing attention can be accessed by clicking on the alert or through View Cases and Search Cases from the navigation menu in E-Verify. Follow the steps outlined in the Case Alerts and View/ Search Cases - Process Overview to use the case alerts feature.
4.2	**CASE ALERTS PROCESS OVERVIEW**	**CASE ALERTS AND VIEW/ SEARCH CASES – PROCESS OVERVIEW**

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
CASE ALERTS AND VIEW/SEARCH CASES – PROCESS OVERVIEW	· E-Verify user homepage display with no case alerts. · Click on the alert requiring your attention to access your case alert(s). Case alerts can also be accessed: · From Cases, select Search Cases. · Determine your search criteria and click Search.	➤ E-Verify user homepage display with no case alerts ➤ E-Verify user homepage display with case alerts. ➤ Click on the alert requiring your attention to access your case alert(s). **CASE ALERTS CAN ALSO BE ACCESSED**: ➤ From the E-Verify Home Page, click the drop-down arrow next to *Cases* and select View Cases or Search Cases. Both screens offer the same search features to locate existing cases in E-Verify. ➤ The View/Search Cases screen displays open cases by default. Click the button next to a different case status on the left side of the screen to display and search for cases with a different status. ➤ To view and search cases created during a specific time period, type the begin date in the **From** field and type the end date in the **To** field under the *Date Submitted* section.

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
		➤ Press **Enter** to display search results. ➤ Click **Clear Filters** to remove dates entered under the Date Submitted section. E-Verify displays open cases by default. ➤ You may further narrow the search by entering an identifier in the *Search By* field. Click the drop-down arrow next to *Search By* and select one of the following options: o Last Name o First Name o E-Verify Case Number o Alien Number o Social Security Number o I-94 Number o Passport Number ➤ Type the corresponding name or number in the **Search By** text box. ➤ Press **Enter** to view cases containing the criteria you entered.

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
		➤ Displayed cases can be sorted by Case Number, Case Status, Date Hired, or Last Name. Click the drop-down arrow next to *Sort by* on the right side of the screen and select the category you wish to sort. **NOTE**: If there are more cases than the screen can display, you will see blue arrows on the bottom right side of the screen. Click the right pointing arrow to page through all cases with the criteria you specified. Click the left pointing arrow to page back to the beginning of the list. ➤ To remove criteria entered in the *Search By* field, click in the text box where you entered a name or number and delete the information entered, then press **Enter**. ➤ Once you locate your case, click anywhere in the box containing the case information to open and continue processing the case.

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
4.2.1 Open cases to be closed	Any case created in E-Verify and assigned a E-Verify case number must be closed. The Open Cases to be Closed case alert provides quick access to all cases that need to be closed. Features of this tab include: Sort cases by: status, last name, first name, case number or hire date A quick link to each case by clicking on the case number	Any E-Verify case assigned a E-Verify case number must be closed. The Open Cases to be Closed case alert provides quick access to all cases that must be closed.
4.2.3 Work Authorization Documents Expiring	The alert will appear in E-Verify 90 days prior to expiration and can be dismissed by the user. Also, the alert only appears the first time the document expires—subsequent expiration dates will not activate this case alert.	This alert will only appear if the document the employee presented for the original E-Verify case was either an Employment Authorization Document (Form I-766) or an Arrival-Departure Record (Form I-94). The alert will appear in E-Verify 90 days prior to expiration. Also, the alert only appears when the Form I-766 or Form I-94 used for the E-Verify case expires—subsequent expiration dates will not activate another case alert. **Note:** If you have employees

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
		who are Temporary Protected Status (TPS) beneficiaries who provided a TPS-related EAD when they first started working for you, you will receive a ‘‘Work Authorization Documents Expiring’’ case alert when the autoextension period for this EAD is about to expire. This alert indicates that at the end of the autoextension period, employment authorization must be reverified in Section 3 of Form I-9. Employers should not use E-Verify for reverification.

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
Reports – Overview	Corporate Overview of Pilot Usage This report displays the number of cases created by the employer within a federal government fiscal year, which begins Oct. 1 and ends Sept. 30 of the following calendar year. If the employer has not created any cases during the fiscal year, a report will appear with a total of zero. The report is available to corporate administrators and program administrators, but not general users.	Corporate Overview of Pilot Usage This report displays the number of cases created by the employer within a federal government fiscal year, which begins Oct. 1 and ends Sept. 30 of the following calendar year. If the employer has not created any cases during the fiscal year, a report will appear with a total of zero. The report is available to corporate administrators and program administrators.
Reports – Overview	Historic Records Report This report provides case data about each resolved case that is 10 years or older. The case data includes basic company and case identifiers and case resolution information. The case data does not include sensitive employee information such as Social Security number or document number. This report is available to users for 3 months	Historic Records Report This report provides case data about each resolved case that is 10 years or older. The case data includes basic company and case identifiers and case resolution information. The case data does not include sensitive employee information such as Social Security number or document number. This report is available to corporate administrators and program

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	in the fall of each year.	administrators for 3 months in the fall of each year.
Reports – Overview	Quick Audit Report This report provides case data about each case that matches the user-entered search criteria in the .csv file format. The case data includes basic company and case identifiers and case resolution information. The case data does not include sensitive employee information such as SSNs or document numbers. This report was designed to satisfy the requirement of employers to report their E Verify activity to federal, state, or local government entities. Users should note that this report may contain up to 5,000 rows and is populated with the city and state that is associated with their account.	Quick Audit Report This report provides case data about each case that matches the user-entered search criteria in the .csv file format. The case data includes basic company and case identifiers and case resolution information. The case data does not include sensitive employee information such as SSNs or document numbers. This report was designed to satisfy the requirement of employers to report their E Verify activity to federal, state, or local government entities. Users should note that this report may contain up to 5,000 rows and is populated with the city and state that is associated with their account. This report is available to corporate administrators and program administrators.
Reports – Overview	**User Roles**	**Overview of user roles**

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
6.1 Overview of User Roles	Permissions and functions in E-Verify granted to the user differ for each user role. There are two user roles: program administrator and general user. Every employer account must have at least one program administrator who provides support for the general user and manages the company profile. Employers can choose to have general users who will only be able to create and manage their own cases. General users and program administrators must successfully complete the online E-Verify tutorial before they can create or manage cases. The User Role Functions Overview provides an explanation of the functions of each user role.	Enrolled employers can assign their users with different permissions and functions, depending upon the user's role. There are two types of users: program administrators and general users. Program administrators provide support for the general user and manage the company profile. Employers are required to have at least one program administrator, and can have as many program administrators as they choose. General users are only able to create and manage cases. Employers are not required to have general users, but can have as many general users as they choose. General users and program administrators must successfully complete the online E-Verify tutorial before they can create or manage cases. Review the permissions of each user role in the User Role Overview below.

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
USER ROLE OVERVIEW	USER ROLE FUNCTIONS - OVERVIEW Program Administrator (at least one required) Add Users Unlock Users Update Cases View Cases Create Cases General User (optional) Update Cases View Cases Create Cases	Program Administrator (at least one required) Every E-Verify account must have at least one program administrator. The program administrator is responsible for following all E Verify program rules and staying informed of changes to E Verify policies and procedures. The program administrator role includes functions of a general user. Permissions include: · Registering new users · Creating user accounts for other program administrators and general users · Creating and managing cases · Viewing reports · Updating profile information for other program administrators general users, and themselves · Unlocking user accounts · Closing company and user accounts

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
		General User (optional) Employers can have as many or no general users as they desire. The general user is responsible for following all E Verify program rules and staying informed of changes to E Verify policies and procedures. Permissions include: · Creating and managing cases · Viewing reports · Updating their own user profile
6.2 User ID and Password Creation	After creating a new password, E-Verify will prompt the user to confirm or update his or her email address and phone number.	After creating a new password, E-Verify will prompt users to confirm their email address and telephone number, and provide updates, if necessary.
7.3 Edit company profile		Program administrators must maintain accurate company information in the company profile. The company profile should be updated whenever there is a change in any information contained in the company profile.

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
7.3.1 Company Information Fields **COMPANY INFORMATION OVERVIEW**		Total Hiring Sites Locations where your company's employees are hired. Typically, a hiring site is where an employee completes Form I-9.
7.3.2 Update Points of Contact	Every employer must have at least one person assigned as a point of contact for E Verify issues. Program administrators added during account enrollment are automatically assigned as points of contact. To update the point of contact, see the Update Points of Contact – Process Overview.	Every employer must have at least one person assigned as a point of contact for E-Verify issues. Program administrators added during account enrollment are automatically assigned as points of contact. Employers should keep their point of contact information up-to-date. E-Verify will rely on this information if it ever needs to contact the employer. To update the point of contact information when it changes, see the Update Points of Contact – Process Overview.
7.3.4	**7.3.4 ADD NEW HIRING SITE(S)**	**7.3.4 Update Hiring Site(s)**
Update Hiring Site(s)	**REMINDER** If the employer has more than one E-Verify employer account	**REMINDER** Employers with more than one E-Verify employer account must

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	and wishes that all accounts be terminated, the employer must make separate requests to terminate each employer account in order for them to all be closed.	make separate requests to terminate each employer account it wants terminated in order for them to all be closed.
Appendix B: Glossary	**Alien (Noncitizen)** An individual who is not a citizen or national of the United States	**Alien (Noncitizen)** An individual who is not a citizen or national of the United States. “Foreign national” is a synonym and used outside of statutes when referring to noncitizens of the U.S.
Appendix B: Glossary	**Case in Continuance** This response is given if the SocialSecurity Administration (SSA) or the U.S. Department of Homeland Security (DHS) needs more than 10 federal government workdays to resolve a case. The employee continues to work until a final case status is provided in E-Verify from SSA or DHS.	**Case in Continuance** This response is given if the Social Security Administration (SSA) or the U.S. Department of Homeland Security (DHS) needs more than 10 federal government working days to provide a final case result. The employer may not terminate or take adverse action against an employee because of the mismatch while SSA or DHS is reviewing the employee’s case.

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
Appendix B: Glossary		**Close Case and Resubmit** This case result means SSA or DHS needs the case to be closed and the employer should create and submit another case. This result may be issued when the employee's U.S. Passport, Passport Card, or Driver's License information is incorrect.
Appendix B: Glossary	**Employment Authorization Document (Form I-766)** A document issued to noncitizens that are authorized to work in the United States. The most recent version of the Employment Authorization Document (Form I-766) has been issued since January 1997	**Employment Authorization Document (Form I-766)** A document issued to noncitizens who are authorized to work in the United States.
Appendix B: Glossary		**Final Nonconfirmation** If an employee's employment eligibility cannot be verified based on the information submitted to E-Verify, or the employee failed to visit SSA and/or call DHS within 8 federal government workdays after

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
		referral, the employer will receive a Final Nonconfirmation case result in E-Verify. An employer receiving a Final Nonconfirmation response may terminate the employee and will not be civilly or criminally liable for the termination, as long as the action was taken in good faith reliance on the information provided through E-Verify as noted in in "Responsibilities of the Employer," Article II, Section A paragraph 13 of the MOU.
Appendix B: Glossary	**Further Action Notice** The Further Action Notice must be provided to an employee who received a tentative nonconfirmation (mismatch) case result. The notice explains the mismatch and possible next steps and also provides the employee with instructions for contacting SSA or DHS to resolve the mismatch that caused the mismatch	**Further Action Notice** A notice generated from E-Verify that the employer must give to an employee whose E-Verify case receives a Tentative Nonconfirmation (Mismatch). Employees who decide to take action to resolve the mismatch must contact or visit the appropriate agency within 8 Federal Government working days with this notice to initiate resolution of the E-Verify case.

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
Appendix B: Glossary	**Handbook for Employers: Instructions for Completing Form I-9 (M-274)** Provides detailed instructions on how to complete and retain Form I-9.	**Handbook for Employers (M-274)** Provides detailed instructions on how to complete and retain Form I-9, Employment Eligibility Verification.
Appendix B: Glossary		**Hire Date** Hire Date is also known as the employee's first day of employment. Please see Employee's First Day of Employment for more information.
Appendix B: Glossary		**Interim Case Status** Certain initial E-Verify results that require additional action before E-Verify can provide a final case result. Interim case results include Tentative Nonconfirmation (Mismatch), E-Verify Needs More Time, and Case in Continuance.
Appendix B: Glossary	**Request Name Review** In some cases E-Verify returns a case result of 'Employment	

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	Authorized,' but the name shown as authorized does not match exactly the name you entered into E-Verify from the employee's Form I-9. This can happen because of name variations in U.S. Department of Homeland Security (DHS) records. If the names do not match, the case must be sent to DHS for review. Taking this step ensures that the record associated with the 'Employment Authorized' case result belongs to the employee whose information was entered into E-Verify.	
Appendix B: Glossary	**Review and Update Employee Data** In some instances, a case status of 'Review and Update Employee Data' may occur. This means that the Social Security Administration (SSA) found a discrepancy in the information it received in the E-Verify referral. This may occur because of typographical errors and/or	

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	incorrect information on Form I-9. The Form I-9 will need to be reviewed with the employee, the information corrected as applicable and then the case may be resubmitted.	

Last Reviewed/Updated: 10/21/2018

2022 Changes

Section	Old Term (Rev. 04/2022)	New Term (Rev. 05/2022)
Throughout	Tentative Nonconfirmation	Tentative Nonconfirmation (Mismatch)
Throughout	TNC	Mismatch
Throughout	Case Verification Number	E-Verify Case Number
Throughout	Contest	Take Action to Resolve

Section	Old Term (Rev. 04/2018)	New Term (Rev. 12/2022)
7.3.3 Update Hiring Site(s)	**7.3.3 Update Hiring Site(s)** A hiring site is the location where employees are hired and they complete Form I-9. Program	**7.3.3 Hiring Site(s)** The Edit

Section	Old Term (Rev. 04/2018)	New Term (Rev. 12/2022)
	administrators can modify the number of hiring sites that participate in E-Verify in each state. A participating hiring site means that an employer will create an E-Verify case for every newly hired employee who is hired and completes a Form I-9 at that site. The Company Hiring Sites page shows the states where the employer has hiring sites and the number of hiring sites for each state. Program administrators have the option to add hiring sites for a new state, edit the number of hiring sites in a state where the employer currently has participating hiring sites, or delete a state from the hiring site list. To add a new state where the employer will have participating hiring sites, see the Add New State Hiring Site - Process Overview.	Hiring Sites page shows the states where the employer has hiring sites and the number of hiring sites for each state. Program administrators can add hiring sites for a new state, edit the number of hiring sites in a state where the employer currently has participating hiring sites, delete a state from the hiring site list, or use bulk upload to add multiple hiring sites. To add a new state where the employer will

Section	Old Term (Rev. 04/2018)	New Term (Rev. 12/2022)
		have participating hiring sites, edit, or delete hiring sites and use bulk upload see the Update Hiring Site(s) – Process Overview.

Last Reviewed/Updated: 02/03/2023

EMPLOYEE RIGHTS

UNDER THE NATIONAL LABOR RELATIONS ACT

The NLRA guarantees the right of employees to organize and bargain collectively with their employers, and to engage in other protected concerted activity. Employees covered by the NLRA* are protected from certain types of employer and union misconduct. This Notice gives you general information about your rights, and about the obligations of employers and unions under the NLRA. Contact the National Labor Relations Board, the Federal agency that investigates and resolves complaints under the NLRA, using the contact information supplied below, if you have any questions about specific rights that may apply in your particular workplace.

Under the NLRA, you have the right to:

- **Organize a union** to negotiate with your employer concerning your wages, hours, and other terms and conditions of employment.
- **Form, join or assist a union**.
- **Bargain collectively** through representatives of employees' own choosing for a contract with your employer setting your wages, benefits, hours, and other working conditions.
- **Discuss your terms and conditions of employment** or union organizing with your co-workers or a union.
- **Take action** with one or more co-workers to improve your working conditions by, among other means, raising work-related complaints directly with your employer or with a government agency, and seeking help from a union.
- **Strike and picket**, depending on the purpose or means of the strike or the picketing.
- **Choose not to do any of these activities**, including joining or remaining a member of a union.

Illegal conduct will not be permitted. If you believe your rights or the rights of others have been violated, you should contact the NLRB promptly to protect your rights, generally within six months of the unlawful activity. You may inquire about possible violations without your employer or anyone else being informed of the inquiry. Charges may be filed by any person and need not be filed by the employee directly affected by the violation. The NLRB may order an employer to rehire a worker fired in violation of the law and to pay lost wages and benefits, and may order an employer or union to cease violating the law. Employees should seek assistance from the nearest regional NLRB office, which can be found on the Agency's website: **www.nlrb.gov**.

Under the NLRA, it is illegal for a union or for the union that represents you in bargaining with your employer to:

- **Threaten** you that you will lose your job unless you support the union.
- **Refuse to process a grievance** because you have criticized union officials or because you are not a member of the union.
- **Use or maintain discriminatory standards or procedures** in making job referrals from a hiring hall.
- **Cause or attempt to cause an employer to discriminate against you** because of your union-related activity.
- **Take other adverse action against you** based on whether you have joined or support the union.

If you and your coworkers select a union to act as your collective bargaining representative, your employer and the union are required to bargain in good faith in a genuine effort to reach a written, binding agreement setting your terms and conditions of employment. The union is required to fairly represent you in bargaining and enforcing the agreement.

You can also contact the NLRB by calling toll-free: **1-844-762-NLRB (6572)**. Language assistance is available. Hearing impaired callers who wish to speak to an NLRB representative should send an email to **relay.service@nlrb.gov**. An NLRB representative will email the requestor with instructions on how to schedule a relay service call.

SCAN TO LEARN MORE

Under the NLRA, it is illegal for your employer to:

- **Prohibit you from soliciting for a union during non-work time**, such as before or after work or during break times; or from distributing union literature during non-work time, in non-work areas, such as parking lots or break rooms.
- **Question you about your union** support or activities in a manner that discourages you from engaging in that activity.
- **Fire, demote, or transfer you, or reduce your hours or change your shift**, or otherwise take adverse action against you, or threaten to take any of these actions, because you join or support a union, or because you engage in concerted activity for mutual aid and protection, or because you choose not to engage in any such activity.
- **Threaten to close your workplace** if workers choose a union to represent them.
- **Promise or grant promotions, pay raises, or other benefits** to discourage or encourage union support.
- **Prohibit you from wearing union hats, buttons, t-shirts, and pins in the workplace** except under special circumstances.
- **Spy on or videotape peaceful union activities** and gatherings or pretend to do so.

*The National Labor Relations Act covers most private-sector employers. Excluded from coverage under the NLRA are public-sector employees, agricultural and domestic workers, independent contractors, workers employed by a parent or spouse, employees of air and rail carriers covered by the Railway Labor Act, and supervisors (although supervisors that have been discriminated against for refusing to violate the NLRA may be covered).

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SECTION 01-1000
SUMMARY

PART 1 GENERAL

1.01 PROJECT

A. Project Name: 24.041 Coquille Indian Housing Authority - Single Family Residence and Duplex Building

B. Owner's Name: Coquille Indian Housing Authority.

C. Architect's Name: HGE Architects, Inc..

D. This project involves two (2) separate projects:

1. Single family Residence

a. Construction of a wood-framed, slab on grade single-family residential structure with attached garage at 2665 Mexeye Loop. Designed to comply with Section 504 accessibility standards, the 1,244 sf unit will have 2 bedrooms and 2 bathrooms to allow space for a live-in caregiver.

b. Sitework activities include installing erosion control and silt fencing; clearing, leveling, and grading; excavation and trenching for foundation and utilities; installing concrete building and driveway slabs, sidewalks, and ramps; installing utility connections; and installing hardscaping, fencing, and landscaping.

c. Construction activities will include erecting a wood-framed single-family structure with attached garage; installing siding and roofing, insulation, exterior doors, windows, and finishes; installing interior wood-framed partitions; installing HVAC, plumbing, and electrical systems; installing interior doors, wall finishes, trim, paint, flooring, lighting, cabinets and countertops, appliances, plumbing fixtures, hardware, and other features.

2. Duplex Building

a. Construction of a wood-framed, slab on grade residential structure containing two 1,272 sf dwelling units at 498/500 Miluk Drive. Designed to comply with Section 504 accessibility standards, each dwelling unit will have 2 bedrooms and 2 bathrooms to allow space for a live-in caregiver. Detached covered parking with two 80 sf storage units will be constructed adjacent to the building.

b. Sitework activities include installing erosion control and silt fencing; clearing, leveling, and grading; excavation and trenching for foundation and utilities; installing concrete building and parking slabs, sidewalks, and ramps; installing utility connections; and installing hardscaping, fencing, and landscaping.

c. Construction activities will include erecting a wood-framed duplex structure and parking canopy with storage units; installing siding and roofing, insulation, exterior doors, windows, and finishes; installing interior wood-framed partitions; installing HVAC, plumbing, and electrical systems; installing interior doors, wall finishes, trim, paint, flooring, lighting, cabinets and countertops, appliances, plumbing fixtures, hardware, and other features.

1.02 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on a Stipulated Price as described in Contract Documents.

1.03 WORK BY OWNER

A. Items noted NIC (Not in Contract) will be supplied and installed by Owner before Substantial Completion. Items include:

B. Owner will supply the following for installation by Contractor (OFCI):

1.04 OWNER OCCUPANCY

A. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

B. Schedule the Work to accommodate Owner occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES

A. Construction Operations: Limited to areas noted on Drawings.

B. Arrange use of site and premises to allow:

1. Owner occupancy.

2. Use of site and premises by the public.

C. Provide access to and from site as required by law and by Owner:

1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.

2. Do not obstruct roadways, sidewalks, or other public ways without permit.

D. Existing building spaces may not be used for storage.

E. Time Restrictions:

1. Limit conduct of especially noisy exterior work to the hours of 8 to 5.

2. Limit conduct of the hours of 8 to 5.

3. The hours mentioned above are subject to change at any time when given 24-hour notification by owner.

F. Utility Outages and Shutdown:

1. Prevent accidental disruption of utility services to other facilities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

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SECTION 01-3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Submittals for review, information, and project closeout.

B. Number of copies of submittals.

C. Submittal procedures.

1.02 RELATED REQUIREMENTS

A. Section 01-7000 - Execution and Closeout Requirements: Additional coordination requirements.

B. Section 01-7800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 SUBMITTALS FOR REVIEW

A. When the following are specified in individual sections, submit them for review:

1. Product data.
2. Shop drawings.
3. Samples for selection.
4. Samples for verification.

B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in the contract documents.

C. Samples will be reviewed for aesthetic, color, or finish selection.

D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01-7800 - Closeout Submittals.

3.02 SUBMITTALS FOR INFORMATION

A. When the following are specified in individual sections, submit them for information:

1. Design data.
2. Certificates.

3. Test reports.

4. Inspection reports.

5. Manufacturer's instructions.

6. Manufacturer's field reports.

7. Other types indicated.

B. Submit for Architect's knowledge as contract administrator or for Owner.

3.03 SUBMITTALS FOR PROJECT CLOSEOUT

A. Submit Correction Punch List for Substantial Completion.

B. Submit Final Correction Punch List for Substantial Completion.

C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01-7800 - Closeout Submittals:

1. Project record documents.

2. Operation and maintenance data.

3. Warranties.

4. Bonds.

5. Other types as indicated.

D. Submit for Owner's benefit during and after project completion.

3.04 SUBMITTAL PROCEDURES

A. General Requirements:

B. Transmit each submittal with approved form.

C. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.

D. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.

E. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.

F. Deliver submittals to Architect at business adress and electronically, via e-mail.

G. Schedule submittals to expedite the Project, and coordinate submission of related items.

H. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.

I. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.

J. Provide space for Contractor and Architect review stamps.

K. When revised for resubmission, identify all changes made since previous submission.

L. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

M. Submittals not requested will not be recognized or processed.

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SECTION 01-5000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Temporary utilities.

B. Temporary sanitary facilities.

C. Waste removal facilities and services.

1.02 RELATED REQUIREMENTS

A. Section 01-5100 - Temporary Utilities.

1.03 TEMPORARY UTILITIES - SEE SECTION 01-5100

1.04 TEMPORARY SANITARY FACILITIES

A. Provide and maintain temporary sanitary facilities for the duration of work performed. Use of existing facilities is not permitted. Provide at time of project mobilization.

B. Maintain daily in clean and sanitary condition.

1.05 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public and to protect existing facilities and adjacent properties from damage from construction operations.

B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

C. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

1.06 WASTE REMOVAL

A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.

B. Provide containers with lids. Remove trash from site periodically.

C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

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SECTION 01-5100
TEMPORARY UTILITIES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Temporary Utilities: Provision of electricity, lighting, heat, ventilation, and water.

1.02 RELATED REQUIREMENTS

A. Section 01-5000 - Temporary Facilities and Controls:

1. Temporary sanitary facilities required by law.

1.03 TEMPORARY ELECTRICITY

A. Cost: By Contractor.

B. Provide power service required from utility source.

C. Provide power outlets for construction operations, with branch wiring and distribution boxes located at each floor. Provide flexible power cords as required.

1.04 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain LED lighting as suitable for the application for construction operations in accordance with requirements of 29 CFR 1926 and authorities having jurisdiction.

B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

C. Maintain lighting and provide routine repairs.

1.05 TEMPORARY HEATING

A. Cost of Energy: By Contractor.

B. Provide heating devices and heat as needed to maintain specified conditions for construction operations.

1.06 TEMPORARY WATER SERVICE

A. Cost of Water Used: By Owner.

B. Provide and maintain suitable quality water service for construction operations at time of project mobilization.

C. Connect to existing water source.

1. Exercise measures to conserve water.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

SECTION 01-6000
PRODUCT REQUIREMENTS

PART 1 GENERAL

A. Section 01-2500 - Substitution Procedures: Substitutions made during procurement and/or construction phases.

B. Section 01-6116 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.

1.02 SUBMITTALS

A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by the Contract Documents.

B. Use of products having any of the following characteristics is not permitted:

C. Where other criteria are met, Contractor shall give preference to products that:

1. If used on interior, have lower emissions, as defined in Section 01-6116.

2. If wet-applied, have lower VOC content, as defined in Section 01-6116.

2.02 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

A. See Section 01-2500 - Substitution Procedures.

B. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.

C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.

D. A request for substitution constitutes a representation that the submitter:

1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.

2. Will provide the same warranty for the substitution as for the specified product.

3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.

4. Waives claims for additional costs or time extension that may subsequently become apparent.

E. Substitution Submittal Procedure:

1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.

2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.

3. The Architect will notify Contractor of decision to accept or reject request by addendum.

3.02 TRANSPORTATION AND HANDLING

A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.

B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.

C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

D. Transport and handle products in accordance with manufacturer's instructions.

E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.

H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.

B. Store and protect products in accordance with manufacturers' instructions.

C. Store with seals and labels intact and legible.

D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.

E. For exterior storage of fabricated products, place on sloped supports above ground.

F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.

G. Comply with manufacturer's warranty conditions, if any.

H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

I. Prevent contact with material that may cause corrosion, discoloration, or staining.

J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

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SECTION 01-7000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Examination, preparation, and general installation procedures.

B. Cutting and patching.

C. Surveying for laying out the work.

D. Cleaning and protection.

E. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

F. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

A. Section 01-1000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.

B. Section 01-3000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.

C. Section 01-4000 - Quality Requirements: Testing and inspection procedures.

D. Section 01-5000 - Temporary Facilities and Controls: Temporary interior partitions.

E. Section 01-7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.

F. Section 02-4100 - Demolition: Demolition of whole structures and parts thereof; site utility demolition.

1.03 REFERENCE STANDARDS

A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations.

1.04 SUBMITTALS

A. See Section 01-3000 - Administrative Requirements, for submittal procedures.

B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.

1. On request, submit documentation verifying accuracy of survey work.

2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in compliance with Contract Documents.

3. Submit surveys and survey logs for the project record.

C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:

1. Structural integrity of any element of Project.

2. Integrity of weather exposed or moisture resistant element.

3. Efficiency, maintenance, or safety of any operational element.

4. Visual qualities of sight exposed elements.

D. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.05 QUALIFICATIONS

A. For surveying work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,

1.06 PROJECT CONDITIONS

A. Use of explosives is not permitted.

B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.

C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

D. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

E. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent spaces.

1. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.

F. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.

1. Outdoors: Limit conduct of especially noisy exterior work to the hours of 8 am to 5 pm.

G. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.07 COORDINATION

A. See Section 01-1000 for occupancy-related requirements.

B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.

C. Notify affected utility companies and comply with their requirements.

D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

F. Coordinate completion and clean-up of work of separate sections.

G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01-6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.

E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 LAYING OUT THE WORK

A. Verify locations of survey control points prior to starting work.

B. Promptly notify Architect of any discrepancies discovered.

C. Contractor shall locate and protect survey control and reference points.

D. Protect survey control points prior to starting site work; preserve permanent reference points during construction.

E. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.

F. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.

G. Utilize recognized engineering survey practices.

H. Establish a minimum of two permanent bench marks on site, referenced to established control points. Record locations, with horizontal and vertical data, on project record documents.

I. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:

1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.

2. Grid or axis for structures.

3. Building foundation, column locations, ground floor elevations.

J. Periodically verify layouts by same means.

K. Maintain a complete and accurate log of control and survey work as it progresses.

3.04 GENERAL INSTALLATION REQUIREMENTS

A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 CUTTING AND PATCHING

A. Whenever possible, execute the work by methods that avoid cutting or patching.

B. Perform whatever cutting and patching is necessary to:

1. Complete the work.
2. Fit products together to integrate with other work.
3. Provide openings for penetration of mechanical, electrical, and other services.
4. Match work that has been cut to adjacent work.
5. Repair areas adjacent to cuts to required condition.
6. Repair new work damaged by subsequent work.
7. Remove samples of installed work for testing when requested.
8. Remove and replace defective and non-complying work.

C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing.

D. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

F. Restore work with new products in accordance with requirements of Contract Documents.

G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material , to full thickness of the penetrated element.

I. Patching:

1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

2. Match color, texture, and appearance.

3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.06 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.07 PROTECTION OF INSTALLED WORK

A. Protect installed work from damage by construction operations.

B. Provide special protection where specified in individual specification sections.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.08 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.09 FINAL CLEANING

A. Use cleaning materials that are nonhazardous.

B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces,

C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.

D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

E. Clean filters of operating equipment.

F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.

G. Clean site; sweep paved areas, rake clean landscaped surfaces.

H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.10 CLOSEOUT PROCEDURES

A. Make submittals that are required by governing or other authorities.

B. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.

C. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.

D. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.

E. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.

F. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.

G. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

3.11 MAINTENANCE

A. Provide service and maintenance of components indicated in specification sections.

B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.

C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.

E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

SECTION 01-7800
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Project Record Documents.

B. Operation and Maintenance Data.

C. Warranties and bonds.

D. Evidence of Payments and Release of Liens.

1.02 RELATED REQUIREMENTS

A. Section 00-7200 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.

B. Section 01-3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.

C. Section 01-7000 - Execution and Closeout Requirements: Contract closeout procedures.

D. Individual Product Sections and Drawings: Specific requirements for operation and maintenance data.

E. Individual Product Sections and Drawings: Warranties required for specific products or Work.

1.03 SUBMITTALS

A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.

B. Operation and Maintenance Data:

1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.

2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.

3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.

4. Submit two sets of revised final documents in final form within 10 days after final inspection.

C. Warranties and Bonds:

1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.

2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.

3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:

1. Drawings.

2. Specifications.

3. Addenda.

4. Change Orders and other modifications to the Contract.

5. Reviewed shop drawings, product data, and samples.

6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress.

E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:

1. Manufacturer's name and product model and number.

2. Product substitutions or alternates utilized.

3. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:

1. Field changes of dimension and detail.

2. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.

D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

A. For Each Product, Applied Material, and Finish:

1. Product data, with catalog number, size, composition, and color and texture designations.

B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.

D. Additional information as specified in individual product specification sections.

E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.

B. Where systems involve more than one specification section, provide separate tabbed divider for each system.

C. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

D. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

E. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.

F. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.

G. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.

H. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.

I. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.

J. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

3.05 WARRANTIES AND BONDS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.

1. General Warranties:

a. Provide one-year warranty as described in the General Conditions, Article 3.5. Warranty period shall commence on the date of the fully executed Certificate of Substantial Completion.

b. Weather-tight warranty: The Contractor shall, and hereby does, warranty flashings, roofing, and all other work which is a component part of the roofing to be weather-tight under ordinary wear and usage for a period of two years from and after Substaintial Completion of the building. This is an extension of the general one year warranty described above.

2. Additional Warranties: See individual technical specifications or drawings for required written warranties for specific items of work.

3. Warranty Period shall begin upon Substantial Completion, or if a Certificate of Substantial Completion is not issued or if Work which is to be covered by warranty is not then complete, Warranty Period shall begin upon the date of Final Acceptance or on the date appearing on the final Certificate for Payment to the Contractor, whichever is earlier.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

E. Manual: Bind in commercial quality 8-1/2 by 11 inch three D side ring binders with durable plastic covers.

F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.

G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.

H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

3.06 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

A. Submit with Final Application for Payment the following:

1. Contractor's Affidavit of Payment of Debts and Claims: AIA G706.

2. Consent of Surety to Final Payment: AIA G707.

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