

**Request for Proposal for  
Exterior Related Services  
For our South Bend Avenue Apartments**

The South Bend Housing Authority (HASB) is soliciting a Request for Proposal from qualified contractors to replace roofs, vents and flashings, soffits, fascia and rake, downspouts, doors (storm and entry), clean & seal masonry work, leveling concrete, Tuckpoint 2% of brick at the South Bend Avenue Apartments located in South Bend, IN.

To obtain the Request for Proposal (RFP) package, please download the packet from our website at [www.hasbonline.com](http://www.hasbonline.com). The HUD forms may be downloaded from this website under the Procurement tab. If you have any questions, please submit in writing to Carolyn Archie, Procurement Specialist, at [carchie@sbhaonline.com](mailto:carchie@sbhaonline.com). Proposals, in accordance with conditions defined in the RFP, must be received no later than 4:00 p.m. Eastern Standard Time, on October 17, 2022. Offerors must submit one (1) original hard copy and three copies of their bid, including the required bid forms in an envelope clearly marked "2022-10-17-001 "Exterior Related Services. You may submit the proposal by USPS Certified mail, overnight delivery services, or hand deliver to 501 Alonzo Watson Drive, South Bend, IN 46601. If delivered in person or by courier, the bid must be date and time stamped by the HASB receptionist by 4:00 p.m. **NO BIDS MAY BE SUBMITTED BY ELECTRONIC MAIL. Late proposals will not be considered.** Submissions will not be publicly opened

HASB is soliciting competitive proposals from qualified and experienced contractors properly licensed. Contractors must demonstrate their experience in providing the services as outlined in the Scope of Work. The documents submitted must demonstrate relevant, experience and the ability to perform the work upon execution of a Task Order for the requested services. It is anticipated that one or more contracts or contractors may be awarded pursuant to this Request for Proposals.

The contractor(s) shall provide unit prices, which shall include all labor (Davis-Bacon requirements), materials, management, transportation, supervision, and equipment to perform the work outlined in each Task Order. The cost for work performed under each Task Order shall be based on the prices submitted on the Contractors' Cost Proposal Form contained in Appendix

## 1. INDEX OF SUBMITTAL DOCUMENTS

The Index of Submittal Documents is provided to assist in completing a responsive submittal. The Index of Documents contains a listing of all required submittal items.

Please review this table and submit with your proposal all documents that are checked as a "Required Submittal". Documents that are checked "Signature Required" must be properly

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executed. Documents that are checked "Notary/Corporate Seal Required" must be notarized and/or have a corporate seal affixed .

INDEX OF DOCUMENTS			
DOCUMENT	REQUIRED SUBMITTAL	SIGNATURE REQUIRED	NOTARY/CORPORATE SEAL REQUIRED
HUD FORM 5369-C CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS	√	√	
NON-COLLUSIVE AFFIDAVIT	√	√	√
CERTIFICATION OF CONTRACTOR NON-EXCLUSION	√	√	
CONTRACTOR'S SUMMARY	√	√	
STATEMENT OF BIDDERS QUALIFICATIONS	√	√	
ACKNOWLEDGEMENT OF ADDENDA (IF ANY)			
COST PROPOSAL FORM	√	√	

NOTE: ALL REQUIRED SUBMITTAL DOCUMENTS MUST BE SUBMITTED WITH THE PROPOSAL PACKAGE.

### SUPPLEMENTAL INSTRUCTIONS TO OFFERORS

#### 1. Submission of Proposals

Deliver four (4) complete sets (one original clearly marked or stamped "original", and three (3) copies) of the required submittals, in a sealed envelope or box clearly marked with the words

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"RFP 2202-10-17-001", to the HOUSING AUTHORITY OF CITY OF SOUTH BEND, Department of Procurement and Contracts at the following address:

Housing Authority of City of South Bend  
Attn: Carolyn Archie  
501 Alonzo Watson Drive  
South Bend, IN 46601

**2. Interpretations/Questions**

During the period between issuance of this RFP and the proposal due date, no oral interpretation of the RFP's requirements will be given to any prospective respondent. Requests for interpretation must be made, in writing, at least 3 days before the submission due date and time to and emailed to [carchie@hasbonline.com](mailto:carchie@hasbonline.com).

**3. Addendum and Update Procedures for the RFP**

During the period of advertisement for this RFP, HASB may wish to amend, add to, or delete from, the contents of this RFP. In such situations, HASB will issue an addendum to the RFP setting forth the nature of the modification(s). All addenda will be posted on the HASB website at [www.hasbonline.com](http://www.hasbonline.com).

**4. Proposal Submission**

Respondents shall submit one (1) original and three (3) copies of the proposal, and all other required submittal documents in a sealed envelope or box clearly marked with the words "RFP 2022-10-17-001" to the Procurement Department. All copies of the submittal must be identical in content and organization. The Respondent shall consider and include all requirements outlined in Part III- Submission Requirements.

**5. Submittal Form**

Provide, as a part of the proposal, all required certifications and forms found on HASB website at [www.hasbonline.com](http://www.hasbonline.com).

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## 6. Acceptance of Proposals

Proposals must be received no later than the proposal submission date and time. Proposals submitted after the designated date and hour will not be accepted for any reason. HASB reserves the right to accept or reject any or all submissions, to take exception to this RFP's.

## 7. Time for Reviewing Proposals

Proposals received prior to the due date and time will be securely kept, unopened. After the closing date, all proposals received are opened and evaluated in confidence. Proposals are not opened publicly. The Contracting Officer's authorized designee will decide the time to open and review proposals. Once submitted, proposal become the property of HASB.

## 8. Withdrawal of Proposals

Proposals may be withdrawn upon written request dispatched by the respondent in time for delivery during business hours prior to the time fixed for receipt; provided that written confirmation of withdrawal is from the authorized signature of the respondent, mailed and postmarked prior to the time set for proposal opening. Negligence on the part of the Respondent in preparing its proposal confers no right of withdrawal or modification of its proposal after the due date and time.

## 9. Selection of Respondents

Respondents shall be selected in accordance with the evaluation criteria contained herein, provided the proposal is in the best interest of the housing authority (HASB). The selected respondent will be notified at the earliest practical date. Subsequent contract awards are subject to approval from the HOUSING AUTHORITY OF CITY OF SOUTH BEND's Board of Commissioners, and/or the U.S. Department of Housing and Urban Development. No companies or firms listed in the System for Award Management (SAM) Excluded Parties List of companies or firms ineligible to receive awards, will be considered.

## 10. Protest of Award

Any protest of the award of a contract agreement or purchase order based on a formal method of procurement, where the solicitation is advertised, must be received by the Specialist of the Procurement and Contracts Department within three business days after notice of award, or the

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protest will not be considered. HASB shall issue a written decision to a properly filed protest within 15 business days of receipt.

**11. Certification of Legal Entity**

Prior to execution of a contract agreement the company/firm shall certify that joint ventures, partnerships, team agreements, new corporations or other entities that either exist or will be formally structured are or will be legal and binding under Indiana law.

**12. Secretary of State**

Prior to execution of a contract agreement, companies/firms must be registered to do business in the State of Indiana and must be active and in good standing. To register, go to [www.sos.in.gov](http://www.sos.in.gov).

**13. Costs Borne by Respondent**

All costs related to the preparation of responses to this RFP and any related activities are the responsibility of the respondent. HASB assumes no liability for any costs incurred by the respondent throughout the entire election process.

**14. Best Available Data**

All information contained in this RFP is the best data available to HASB at that time. This information is provided in the RFP is not intended as representation of binding legal effect. This information is furnished to assist respondents in preparing a response; HASB assumes no liability for any errors or omissions.

**15. Contact with HASB Staff, Board Members, Evaluation Committee, Residents and Consultants**

Respondents may not make direct contact with HASB Staff, its Board Members, Evaluation Committee Members, Residents or Consultants. All communications regarding the RFP shall be in writing as provided in HUD Form 5369-C, Instructions to Offerors for Non-Construction, Paragraph 4 and these Supplemental Instructions to Offerors.

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## 16. Respondent Responsibilities

Each respondent is presumed by HASB to have thoroughly studied this RFP and become familiar with the Scope of Work, and all other information contained in this RFP. Failure to do so may be at the Respondent's own risk.

## 17. Public Access to Procurement Information/Confidentiality

All information submitted in response to a solicitation issued by the HOUSING AUTHORITY OF CITY OF SOUTH BEND (HASB) shall remain confidential until after final approval by HASB's Board of Commissioners and/or the United States Department of Housing and Urban Development (HUD).

## PART I - GENERAL BACKGROUND INFORMATION

### 1.1 Introduction/Background Information

The exterior on properties at South Bend Avenue Apartments require repair and/or replacement. This Request for Proposals (RFP) seeks to secure competitive proposals from qualified and experienced contractors properly licensed. It is anticipated that one or more requirement type contracts will be awarded pursuant to this solicitation.

## PART II - SCOPE OF SERVICES

The HOUSING AUTHORITY OF CITY OF SOUTH BEND (HASB) is seeking a contractor(s) to provide roofing services which includes repairing and/or replacing various damaged roofs consisting of shingles. The work required may consist of removing and/or replacing broken damaged shingles, to create a fully functional watertight roof system. Also, the contractor(s) will make repairs and/or replace any damaged or missing ridge tiles, end caps, metal roof flashing, gutters, downspouts, vinyl or aluminum siding, soffit, fascia, wood moldings, plywood, vents, roof jacks, cants, insulation, etc. The contractor(s) shall replace felt, or underlayment under all areas of the roof that may have been disturbed to assure a weather tight installation. The contractor(s) may be required to perform emergency repairs, including but not limited to installation of blue tarps to damaged roof systems. The contractor(s) shall install 36" doors (storm and entry) on front and back of apartments. The contractor(s) will also perform

The contractor(s) shall be responsible for providing all labor, materials, management, transportation, supervision, and equipment necessary to perform and carry out the scope of work in a satisfactory and proper manner.

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The contractor(s) and its personnel shall possess all the required State of Indiana licenses, as well as all other licenses required by the City of South Bend, if any. In addition, the contractor(s) shall comply with all laws, ordinances, codes, and regulations applicable to the services contemplated herein. Contractor(s) are presumed to be familiar with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect the management of services.

Prior to the start of work at the HASB location, each building shall be reviewed individually with representatives from HASB and the scope of work agreed upon during a scope walk-thru. A Task Order shall be created to include the scope of work, the cost for the contemplated work, and allotted time to complete the work. Contractor(s) shall receive a written Task Order on all services approved by the HASB designee. No work shall be performed prior to receiving a task order signed by HASB.

The contractor(s) shall be responsible for keeping its work area clean and clear of trash and debris generated by its work. All materials designated for removal shall be promptly deposited in appropriate containers provided by the contractor(s) and removed from the site daily. The contractor(s) is responsible for the removal and proper disposal of all trash and debris from the individual properties in accordance with all applicable Federal, State and Local laws and regulations. The contractor(s) will be allowed to stage its work in the immediate vicinity of each building as the work is progressing. Once the work on a given building has been completed, all dumpsters, tools, equipment, etc. shall be removed from the building vicinity within three (3) days.

Painted items shall be painted to match existing items. All painted materials shall be properly prepared and shall receive one primer coat and two finish coats of paint.

It is understood that matching existing finishes will be difficult, given the age of many of these materials. Contractor(s) shall submit samples for approval by HASB prior to the start of work on a given Task Order.

All materials shall be applied and/or installed and all repairs shall be performed in strict accordance with the manufacturer's recommendations. Note that the most stringent requirement of any conflicting industry standards, specifications, maintenance, testing, repair, and like requirements will govern.

All work is to be performed by skilled technicians in the trade specific to the nature of the work.

Proposals shall include unit prices for each line item of work contained on the proposal form. A unit price must be submitted for each estimated quantity contained on the form.





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f) **Building Substrates**

- 1) All building substrates are to be reviewed during the inspection process.
- 2) Areas that have suffered damage, or exhibit rot or termite damage are to be repaired or replaced as necessary to provide a solid substrate for the roofing materials.
- 3) Warranty of new roofing materials shall be manufacturer's standard 10- year warranty.

2. **Doors**

- a) Entry doors both front and rear should be installed with peepholes standard size doors (36" x 80"). Color shall be white.
- b) Storm doors shall be white with mid-view screen standard size (36"x80").

3. **Masonry work**

- a) Clean and seal exterior masonry
- b) Tuckpoint 2% of brick
- c) Leveling cement and installing an additional slab

### **PART III - SUBMISSION REQUIREMENTS**

Listed below are the items that will be considered in evaluating proposals. Contract award will be based on the contractors' experience and ability to perform the work as outlined in the scope of work. The contractor(s) must complete the Statement of Qualifications, Attachment B, to provide the requested information. If additional space is needed, additional pages may be attached.

#### **3.1 Statement of Qualifications**

Provide the State of Indiana Contractor License Number for the Company/individual(s) who will be the Contract signatory, in the space provided on the form. Identify by name and job classification each employee who will be available to perform work under this agreement. For each employee listed, include copies of all applicable certifications, licenses, and/or other accreditations required to perform the work identified in the RFP in the State of Indiana and City of South Bend.

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Provide a copy of the Insurance Certificate identifying coverage and limits as identified in the Supplemental Conditions. Include the name of the insurance company in the Statement of Qualifications Form.

### 3.2 Relevant and Past Experience

Provide evidence of a minimum of three (3) years of experience performing services on shingle, roofs. Provide at least three references/clients to whom similar services were provided. Commercial experience is preferred. The client listing must include a detailed description of the services provided, the entity for whom the services were provided, the name, title, and contact information for the entity for whom services were provided. Space is provided in the Statement of Qualifications Form for this information. (Attach additional sheets if necessary.)

### 3.3 Required Forms

Execute and/or notarize documents where required and submit with proposal package the following forms, which are contained in Attachment B:

- Statement of Qualifications
- Contractor's Summary
- HUD Form 5369-C - Certifications and Representations of Offerors
- Non-Collusive Affidavit
- Certification of Contractor Non-Exclusion
- HUD Form 1040
- Acknowledgement of Addenda (if any)
- Cost Proposal Form

### 3.3 Cost Proposal Form

Complete the Cost Proposal Form, provided in Attachment A. Proposal shall include unit prices for each line item of work contained on the proposal form. A unit price must be submitted for each estimate quantity contained on the form.

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## PART IV      PROCUREMENT PROCESS

### 4.1      Proposal Evaluation I Contract Award

Proposals received in response to this solicitation may be evaluated using a two-stage evaluation process. Stage I of the evaluation process will be used to determine the respondents that will

comprise the competitive range, from which final selection will be made. Stage II of the evaluation process will be reserved for the competitive range firms only. Scoring will be based upon how well the qualifications meet the criteria established in this RFP.

During Stage I of the evaluation process, proposals will be evaluated and scored by an Evaluation Committee. Scoring will be based on predetermined Evaluation Criteria contained in the solicitation. The available points associated with each area of consideration are shown. The results of the evaluation will be used to determine those respondents to be included in the competitive range.

The competitive range shall include those respondents who are determined through the evaluation process and due diligence review (verification of contractor responsibility) to be the most qualified. These firms may be requested to supply additional information to assist in completing the due diligence review. Failure to satisfactorily complete the due diligence review within the timeframe established by HASB will result in exclusion from the short list.

Stage II of the evaluation process will entail presentation/interviews with the respondents on the short list. Respondents not included in the competitive range will not proceed to Stage II of the evaluation process. The purpose of the presentations/interviews is to provide the Evaluation Committee an opportunity to pose questions emanating from their review of the written responses and obtain clarifications. Stage II evaluation will be conducted upon completion of the presentations/interviews in accordance with the same procedures and criteria outlined above for Stage I evaluation.

HASB reserves the right to make no award or decline to enter into negotiations should it believe that no respondent to this RFP will be capable of delivering the necessary level of services within an acceptable price range and/or time period. HASB further reserves the right to forego Stage II of the evaluation process and enter into negotiations with the highest ranked respondents from State I of the evaluation process. If an Agreement cannot be negotiated with the firm(s), HASB will terminate negotiations. Any subsequent contract awards to selected respondents are subject to HUD funding availability and final approval from the HOUSING AUTHORITY OF CITY OF

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SOUTH BEND's Board of Commissioners, and/or the U.S. Department of Housing and Urban Development.

### Evaluation Criteria

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Statement of Qualifications	30 Points
Relevant and Past Experience	20 Points
Ability to Perform in a Timely Manner	25 Points
Cost Proposal Form	25 Points

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<b>Total Possible Points</b>	<b>100 Points</b>
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### Task Orders

Work shall be assigned through the issuance of written Task Orders which must be executed by the contractor and HASB prior to the start of work. Task Orders will be assigned to the firm determined to be best suited to perform the scope of the Work. Task Orders for services shall be at the Contractors' hourly rates which includes the Davis-Bacon rates and fringes will establish a fixed price for each Task Order. The time of completion will be indicated on each Task Order. Once fully executed, the Task Order shall serve as the Notice to Proceed, and work may begin. Task Orders placed prior to, but not completed by the expiration of the Contract, must be completed in accordance with all provisions of the Contract still in full force.

### Invoicing

Invoices shall be submitted monthly to the Department of Finance. The invoice shall provide an invoice number, service date, Purchase Order number, Task Order number, a description of services provided, and the name/title of employee(s) who rendered the services. Invoices shall be submitted on the Contractor's own invoice.

### Payments

All vendors should submit invoices to the Finance Department with a copy to the Procurement Specialist on or before the days listed below. All vendor invoices are due on the 1<sup>st</sup> or 15<sup>th</sup> of the month. Invoice payments are as follows:

- Invoices received on the 16<sup>th</sup> of the current month thru the 1st day of the next month will be paid on the 1<sup>st</sup> of the following month.
- Example: An invoice received on August 27<sup>th</sup> will be processed commencing September 1<sup>st</sup> and paid on October 1<sup>st</sup>.

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- Example: An invoice received on August 4<sup>th</sup> will be processed commencing August 15<sup>th</sup> and paid on September 15<sup>th</sup>.

## Insurance

Prior to commencement of the Contract resulting from this solicitation, the Contractor shall procure and always maintain and at Contractor's own expense, the types of insurance specified below. The insurance carriers used by the Contractor must be authorized to do business in the State of Indiana, and the insurance provided shall cover all operations under the contract, whether performed by the Contractor or by subcontractors. Evidence of insurance shall be provided by a producer using insurance companies with a minimum A- rating.

- Worker's Compensation
- Minimum Commercial General Liability insurance of \$500,000 Bodily Injury and \$500,000 Property Damage to protect the Contractor and the Housing Authority
- Minimum \$500,000 Automobile Liability

The Contractor shall be required to furnish the HOUSING AUTHORITY OF CITY OF SOUTH BEND Procurement Specialist, 501 Alonzo Watson Drive, South Bend, IN 46601, original Certificates of Insurance evidencing the required coverage to be in force on the date of the Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverage has an expiration or renewal date occurring during the term of this Contract or extensions thereof. The receipt of any certificate does not constitute agreement by HASB that the insurance requirements in the Contract have been fully met, or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to HASB in the event coverage is substantially decreased, canceled or non-renewed.

The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

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The Contractor agrees and shall require each subcontractor to agree that insurers shall waive their rights of subrogation against the HOUSING AUTHORITY OF CITY OF SOUTH BEND.

The Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the HOUSING AUTHORITY OF CITY OF SOUTH BEND shall apply in excess of, and not contribute to insurance provided by the Contractor under the Contract.

**Termination for Convenience and Default**

(a) HASB may terminate this Contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the Contract obligations (default). HASB shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall:

(i) immediately discontinue all services affected (unless the notice directs otherwise); and

(ii) deliver to HASB all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.

(b) If the termination is for the convenience of HASB, HASB shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the Contract (default), HASB may

(i) require the Contractor to deliver to it, in the manner and to the extent directed by HASB, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with these changes.

(ii) take over the work and prosecute the same to completion by Contract or otherwise, and the Contractor shall be liable for any additional cost incurred by HASB;

(iii) withhold any payments to the Contractor, for the purpose of offset or partial payment, as the case may be, of amounts owed to HASB by the Contractor.

(d) If, after termination for failure to fulfill Contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of HASB, and the HASB shall be entitled to payment as described in paragraph (b) above.

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(e) Any disputes about this clause are expressly made subject to the terms of clause titled Disputes herein.

### Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this Contract and a Contractor's organizational, financial, contractual, or other interests are such that:

- (i) Award of the Contract may result in an unfair competitive advantage; or
- (ii) The Contractor's objectivity in performing the Contract Work may be impaired.

(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this Contract or any task/delivery order under the Contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the Contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA. (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the Contract for default. (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the Work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest

### Indemnification

The successful Respondent will be required to protect, defend, indemnify, keep, save, and hold HASB, its officers, officials, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively, "claims") in connection with or arising directly or indirectly out of the acts or omissions and/or the performance thereof by the successful Respondent, its officers, officials, agents, employees, and subcontractors, including, but not limited to, the enforcement of the indemnification

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provision. The successful Respondent will be further required to investigate, handle, respond to, provide defense for and defend all suits for any and all claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are considered groundless, false or fraudulent.

HASB will have the right, at its option and at its expense, to participate in the defense of any suit, without relieving the successful Respondent of any of its obligations under this indemnity provision. The indemnities to be set forth in the contract resulting from this RFP will survive the expiration or termination of that contract.

### **Rights, Use, and Ownership of Assessment Materials**

Assessment materials generated as a result of performing the Scope of Services contained in this Contract shall be confidential and proprietary and shall be for the exclusive use and ownership of The HOUSING AUTHORITY OF CITY OF SOUTH BEND. Such materials shall include, but not be limited to data, cost estimates, and reports generated that contain descriptive and/or identifying information regarding individual properties owned by HASB and/or HASB's portfolio of properties. Such materials shall not be shared, signed, sold or disclosed to parties other than those named on the Contract without the express written permission of The HOUSING AUTHORITY OF CITY OF SOUTH BEND' Contracting Officer.

Any violations of this provision shall be considered a breach of, and grounds for immediate termination in accordance with the General Contract Conditions, HUD Form 5370C, Paragraph 4, Termination for Convenience and Default.

### **Ethics Policy**

The selected Respondent shall abide by the applicable provisions of the HOUSING AUTHORITY OF CITY OF SOUTH BEND' Ethics Policy and State of Indiana Ethics Code.

### **Rules, Regulations, and Licensing Requirements**

The successful Respondent shall possess all the required State and Local licenses and certifications required to perform work of the type required by this Contract in the City of South Bend. In addition, the Respondent shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein. Respondents are presumed to be familiar with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect the delivery of services.



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### Contractual Obligations

If the proposed services include the use of products or services of another company, such services shall be disclosed and HASB will hold the selected Respondent responsible for the proposed services.

### Certification of Legal Entity

Prior to execution of the Contract Agreement, the Respondent shall certify that joint ventures, partnerships, team agreements, new corporations or other entities that either exist or will be formally structured are/ or will be legal and binding under Indiana law.

### Certifications

In submitting the proposal, the Respondent is indicating a willingness to comply with all terms and conditions of the RFP, including but not limited to those set forth in HUD Form 5370-C, General Conditions for Non-Construction Contracts, Section II, and these Supplemental Conditions.

### Personnel

In submitting their proposals, Respondents are representing that the personnel described in their proposals shall be available to perform the services described for the duration of the contract period, barring illness, accident, or other unforeseeable events of a similar nature in which cases the Respondent must be able to provide a qualified replacement. Such representation shall be valid for a minimum of 120 calendar days after the proposal due date and time. Furthermore, all personnel shall be considered at all times, the sole employees of the Respondent under its sole direction, and not employees or agents of HASB.

### Respondent Status

The successful Respondent will be held to be an independent Consultant and will not be an employee of HASB.

### Assignment

The successful Respondent shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise delegate its obligations under the Contract resulting from this RFP, or any of its rights, title or interest therein, or its power to execute

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such Contract to any person, company, or corporation without prior written consent and approval of HASB.

### **Advertising**

In submitting a proposal, the successful Respondent agrees not to use the results from it as a part of any commercial advertising.

### **Media Relations**

The Contractor shall not make public comment on HASB matters without express written approval from HASB's Director of Communications. All media inquiries shall be referred to HASB's Executive Director and Director of Communications:

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# ***Appendix 1***

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## Cost Proposal Form

Unit prices shall include all labor, materials, management, transportation, supervision, and equipment to perform the work outlined in each task order. **All quantities on the Unit Price Form are estimated.** The contractor shall verify actual quantities to be used prior to issuance of a Tack Order. The Contractor will be paid based upon actual quantities, which will be verified by HASB. The sum of quantities used multiplied by the unit price will establish a fixed price for the Task Order. The total amount of the contract shall not exceed the cumulative amount of \$420,000.00. The net prices for each item are as follows:

ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	Unit Price Extension (Qu x UP)
<b>1</b>	<b>Roofing</b>				
1A	Replace Shingles, Vents, Flashing	SQ. FT	17,150	\$ 5.50	
1B	Replace Soffits	SQ. FT	4,850	\$ 5.00	
1C	Replace Fascia & Rake	LF	1,980	\$ 5.00	
1D	Replace Gutters & Downspout	LF	1,120	\$ 10.75	
<b>2</b>	<b>Walls/Foundations</b>				
2A	Clean & Seal Exterior Masonry	SQ. FT	10,100	\$ 1.50	
2B	Tuckpoint 2% of Brick	SQ. FT	202	\$ 10.00	
2C	Leveling cement	SQ. FT	4,415	\$ 15.00	
<b>3</b>	<b>Doors</b>				
3A	Replace Unit Storm Door	EA	40	\$ 450.00	
3B	Replace Unit Entry Door	EA	40	\$1,610.00	

**Request for Proposal for  
Exterior Related Services  
For our South Bend Avenue Apartment**

**ATTACHMENT B**

(Intentionally left blank)

**Request for Proposal for  
Exterior Related Services  
For our South Bend Avenue Apartment**

**STATEMENT OF QUALIFICATIONS**

BUSINESS NAME:		TELEPHONE NUMBER:
BUSINESS ADDRESS:		FAX NUMBER:
INDIANA STATE CONTRACTORS LICENSE #	NAME AND TITLE OF PERSON SUBMITTING:	

EMPLOYEES WHO WILL PERFORM UNDER THIS CONTRACT (Attach a copy of each applicable license/certification. Use additional sheets if necessary.)

NAME		LICENSE/ CERTIFICATION INCLUDED YES OR N/A

**RELEVANT AND PAST EXPERIENCE**

AGENCY/COMPANY NAME:	TELEPHONE NUMBER:	DOLLAR AMOUNT:
PROJECT DESCRIPTION:	CONTACT PERSON NAME:	DATE STARTED:
	TITLE:	DATE COMPLETED:
AGENCY/COMPANY NAME:	TELEPHONE NUMBER:	DOLLAR AMOUNT:
PROJECT DESCRIPTION:	CONTACT PERSON NAME:	DATE STARTED:
	TITLE:	DATE COMPLETED:

**Request for Proposal for  
Exterior Related Services  
For our South Bend Avenue Apartment**

AGENCY/COMPANY NAME:	TELEPHONE NUMBER:	DOLLAR AMOUNT:
PROJECT DESCRIPTION:	CONTACT PERSON NAME: TITLE:	DATE STARTED: DATE COMPLETED:

**ABILITY TO PERFORM IN A TIMELY MANNER**


\_\_\_\_\_  
(Respondent's Company/Firm Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name)

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

**Request for Proposal for  
Exterior Related Services  
For our South Bend Avenue Apartment**

If this Proposal/Quote/Bid is submitted by a joint venture, each business shall provide the information requested below. Under the penalties of perjury, as prescribed in 18 U.S.C. 1001, the undersigned certifies that the statements set forth in this Proposal/Quote/Bid are true and correct.

(Offeror's Name)

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

(Signature)

\_\_\_\_\_

(Printed or Typed Name)

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

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

(If a Corporation, President, or Vice-President should sign; If a Partnership, a Partner should sign. If some other Officer signs, evidence of authority must be submitted.)

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

City \_\_\_\_\_

State \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email:  
\_\_\_\_\_

Taxpayer I.D. No.: \_\_\_\_\_

(Affix Corporate Seal)

If a Corporate Seal is not affixed, this document must be notarized. If neither is done, the entire bid will be deemed non-responsive and rejected:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

My Commission Expires: \_\_\_\_\_

Date Contractor Signed: \_\_\_\_\_



"General Decision Number: IN20220037 08/19/2022

Superseded General Decision Number: IN20210037

State: Indiana

Construction Type: Residential

Counties: Elkhart, La Porte and St Joseph Counties in Indiana.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:             	. Executive Order 14026 generally applies to the contract.  . The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:         	. Executive Order 13658 generally applies to the contract.  . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/18/2022
2	02/25/2022
3	05/20/2022
4	06/03/2022
5	08/05/2022
6	08/19/2022

ELEC0153-008 06/08/2020

	Rates	Fringes
ELECTRICIAN.....	\$ 23.34	16.84

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 ENGI0150-040 06/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Backhoe/Excavator.....	\$ 42.55	41.53
(2) Loader.....	\$ 41.75	41.53

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 LABO0041-007 06/01/2022

	Rates	Fringes
LABORER		
(2) Mason Tender - Cement/Concrete.....	\$ 37.15	23.48

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 LABO0081-008 06/01/2022

Rates	Fringes
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LABORER (Common or General).....\$ 37.34 26.18

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LABO0741-006 06/01/2020

Rates Fringes

LABORER  
(1) Pipelayer.....\$ 23.13 16.00

-----  
PAIN0460-005 06/01/2018

Rates Fringes

Painters:  
Brush, Roller, & Spray.....\$ 25.88 23.96

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PLAS0692-017 06/01/2018

ELKHART AND ST. JOSEPH COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 28.84 14.48

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PLAS0692-030 06/01/2018

LA PORTE COUNTY

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 36.01 25.40

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PLUM0136-012 07/01/2020

Rates Fringes

PLUMBER.....\$ 28.21 3.06

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\* ROOF0026-004 06/01/2022

Rates Fringes

ROOFER.....\$ 40.79 24.47

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SHEE0020-002 07/01/2021

Rates Fringes

SHEET METAL WORKER (Excludes  
 HVAC Duct Installation).....\$ 37.46 24.72

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 \* UAVG-IN-0004 01/01/2019

	Rates	Fringes
TRUCK DRIVER (Dump).....	\$ 29.70	17.34

-----  
 \* UAVG-IN-0008 01/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Bobcat/Skid Steer/Skid Loader).....	\$ 32.00	30.65
POWER EQUIPMENT OPERATOR (Grader/Blade).....	\$ 36.07	30.79

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 \* UAVG-IN-0009 01/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Paver (Asphalt, Aggregate, and Concrete)).....	\$ 36.24	30.79

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 \* SUIN2012-024 08/13/2012

	Rates	Fringes
CARPENTER.....	\$ 26.95	11.49
LABORER: Mason Tender - Brick...	\$ 14.00 **	0.00
OPERATOR: Bulldozer.....	\$ 31.58	15.06
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 26.20	10.74

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 WELDERS - Receive rate prescribed for craft performing  
 operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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>.

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) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

## History



## Applicability

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

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

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

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

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

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

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

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

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

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

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

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

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

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

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

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

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

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

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

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

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

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

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

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

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