

The Housing Authority of the City of South Bend (HASB) will accept Proposals for security services provided at our 501 Alonzo Drive Office until 4:30 p.m., on October 30, 2024, at 501 Alonzo Watson Drive, South Bend, IN. 46601. If delivered in person or by courier, *the Proposal must be date and time stamped by the HASB receptionist* by 4:30 p.m. Proposals can also be emailed to [carchie@sbhaonline.com](mailto:carchie@sbhaonline.com). The Proposal Specifications Package can be accessed from the HASB's website at [www.hasbonline.com](http://www.hasbonline.com).

# Request for Proposals

For

## SECURITY SERVICES

501 Alonzo Watson Residential Building

For The

HOUSING AUTHORITY OF THE CITY OF SOUTH BEND (HASB)

RFP 2024-08-16-SS-001

**Notice:** Contact with members of the HASB Board of Commissioners, or HASB officers and employees other than the contact person listed herein, by any prospective Proposer, after publication of the RFP and prior to the execution of a contract with the successful proposer(s) could result in disqualification of your proposal. In fairness to all prospective proposer(s) during the RFP process, if HASB meets in person with anyone representing a potential provider of these services to discuss this RFP other than at the pre-submittal meeting, an addendum will be issued to address all questions so as to insure no Proposer has a competitive advantage over another. This does not exclude meetings required to conduct business not related to the RFP, or possible personal presentations after written qualifications have been received and evaluated.

Published: October 11, 2024

## **GENERAL INFORMATION**

### **Purpose of this Request for Proposals**

The HASB will enter into indefinite quantity contract(s) for a year which can be awarded to one or more Proposers. The company that has the highest ordinal Proposal evaluation score on the primary or any alternative grouping. The HASB may also extend any contract for an additional year.

### **FORMAT OF BID**

No contract will be awarded without the following forms being completed:

Proof of Insurance

Completion of Pricing Sheet/Proposal Form

Section 3, MBE, WBE, DBE, and Veteran Business Entities must confirm their certification to qualify for HUD authorized programs.

Section 3 Compliance Form

Section 3 Declaration Form (if applying for bonus points)

Financials and/or lines of credit (when requested)

List of at least three (3) references of work completed within the last two (2) years

HUD Forms

Company Profile

Non-Collusive Affidavit

Contractors must submit a City of South Bend Business license

At the time Proposals are opened, to be considered responsive, Proposals *must* contain the following:

Proof of Insurance

Pricing Sheet/Proposal Forms

## CONDITIONS

The Housing Authority will not pay any cost incurred in the preparation or submission of any Proposal or any cost incurred in anticipation of a contract. The Proposer understands that the Executive Director of the Housing Authority shall be the sole authority to legally commit the Housing Authority to any expenditure of public funds for this procurement, subject to approval by the Board of Commissioners.

The Housing Authority reserves the right to award one or more contracts, to a single or multiple contractors after receipt of Proposals, without further discussion. Therefore, it is emphasized that all Proposals should be submitted initially on the most favorable terms. The Housing Authority reserves the right to reject any and all Proposals and to waive any informality whenever such rejection or waiver is in the best interest of the Housing Authority.

This RFP in no way obligates the Housing Authority to award a contract. Contractor(s) shall have staff, qualified by training and experience, to perform the service required. All persons employed by Contractor(s) in the performance of any work under this Agreement shall be agents and employees of Contractor(s) only. Neither Contractor(s) nor any employees or agents of Contractor(s) shall be deemed as employees of the HASB for any purpose whatsoever.

Contractor(s) is responsible for obtaining identification badges on all of his/her employees. Under no circumstances will a crewmember be allowed to work without his/her ID on his/her person at all times. Contractor's personnel shall be neat and conduct all work in a professional manner with minimal disturbance to the Housing Authority. If any of Contractor's personnel are not satisfactory to the Housing Authority, Contractor(s) shall replace such personnel with satisfactory replacements. The Contractor(s) shall coordinate the work with the Housing Authority as much as possible. Regular reports of progress shall be required.

Without invalidating this Agreement, the Housing Authority may at any time order extra work, alterations, additions to, or deductions from the work and the Agreement sum shall be adjusted accordingly. Any change or extra work resulting in additional cost must be made in advance and approved **in writing** by the Housing Authority's Executive Director. All such extra work shall be executed in accordance with the terms and conditions of this Agreement. Contractors may appeal only deviations from laws, rules, regulations, or procedures. Disagreement with the evaluators' judgment with the number of points scored is not appealable. The following Appeal Procedure applies to Contractors who wish to appeal a disqualification of Proposal or award of contract:

Contractors shall submit a written appeal to the Executive Director. Appeals must be received by the Executive Director no later than 4:30 p.m. (local time) on the fifth (5th) business day after the postmarked date of the Notice of Award/Non-Award. Send appeals to:

APPEAL OF BID ACTION  
Executive Director  
501 Alonzo Watson Dr.  
South Bend, IN 46601

The appeal must specify the basis for the appeal including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for appeal. Appeals not filed within the time specified herein or which fail to cite the specific law, rule, regulation, or procedure upon which the appeal is based shall be dismissed without further review.

#### **PERMITS, LAWS, AND REGULATIONS**

The Contractor(s) **will** secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of services. **A copy of the permit will be made available to HASB upon the contractor's receipt of the permit.**

Where the Housing Authority **chooses to** arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor(s), the contract amount shall be reduced accordingly.

The Contractor(s) shall observe and comply with all federal, state, county, and city laws, codes, ordinances, rules, and regulations in accomplishing the work. The service performed shall be in conformance with and meet all industry standards.

The Contractor(s) shall agree that, in a suit and/or claim in mediation or arbitration to enforce the rights and/or obligations of a Contract under this Proposal, should the HASB prevail in the prosecution or defense of said suit and/or claim, the HASB shall be entitled to its reasonable attorney's fees, court costs and other reasonable litigation expenses, including, but not limited to, expert fees, costs of exhibits, staff time in the preparation for and/or attendance at trial, investigation expenses, and travel expenses. The Contractor(s) shall agree to indemnify and keep, hold and save harmless the Housing Authority from and against any and all liability, penalty, losses, damages, expenses suits and judgments arising from injuries on Housing Authority property premises during the term of the Contract to persons or property of any nature.

#### **STATEMENT OF LIABILITY**

- The Contractor(s) shall be responsible for all losses, damages or injuries that occur because of his fault or negligence, as well as those losses, damages or injuries resulting from acts of his employees.
- The Contractor(s) shall carry all liability, workers' compensation, and other types of insurance necessary to hold the Housing Authority free of liability for all actions of the Contractor(s) and/or his/her employees due to performance, equipment, or contract scope.
- The Contractor(s) shall list any additional insurance coverage it secures and shall provide the Housing Authority with evidence of its designation of the Housing Authority as an additional insured on each of its policies. The insurance company shall directly notify

the Housing Authority of any changes in the policies. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the HASB by the insurance company.

Professional Liability	Required Limits
HASB and its affiliates must be named as an Additional Insured and be a Certificate Holder. This is required for vendors who render observational service to HASB such as appraisers, inspectors, attorneys, engineers, or consultants.	\$1,000,000
Business Automobile Liability	Required Limits
HASB and its affiliates must be named as additional insured and as the certificate holder. Must include both owned and unowned vehicles.	\$1,000,000 combined single limit, per occurrence
Workers Compensation and Employer's Liability	Required Limits
Workers' Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is \$500,000.  A waiver of Subrogation in favor of HASB must be included in the Workers' Compensation policy.  HASB and its affiliates must be named as a Certificate Holder.	Statutory \$1,000,000
Commercial General Liability	Required Limits
This is required for any vendor who will be doing hands on work at HASB properties.  HASB and its affiliates must be name as an Additional Insured and as the Certificate Holder.	\$1,000,000 per accident \$2,000,000 aggregate

**LAPSE IN INSURANCE COVERAGE**

In the event Contractor(s) fails to maintain insurance as required by a resulting contract, the Contractor shall immediately cure such lapse in insurance coverage at the Contractor's expense and pay HASB in full for all costs and expenses incurred by HASB under this Contract because of Contractor's failure to maintain insurance required, including costs and reasonable attorney's fees relating to HASB's attempts to cure such lapse in insurance coverage.

Such costs and attorney fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to Contractors. Moreover, HASB shall retain from monies or payments owed to Contractor by HASB ten percent (10%) of the value of the Contract and place this retainage in an account to cover HASB's potential exposure to liability during the period of the lapse.

This retainage shall be held by HSAB until six (6) months after the term of the resulting contract has ended or has otherwise been terminated, cancelled, or expired and shall be released if no

claims are received or lawsuits filed against HASB for any matter that should have been covered by the required insurance.

### **HASB'S RESERVATION OF RIGHTS**

HASB reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by HASB to be in its best interests.

HASB reserves the right not to award a contract pursuant to this RFP.

HASB reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 14 days written notice to successful proposer(s).

HASB reserves the right to determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.

HASB reserves the right to retain all proposals submitted and not permit any proposal withdrawals for a period of 90 days after the deadline for receiving proposals without written consent from the Contract Administrator (CA)

HASB reserves the right to negotiate the fees proposed by all proposers. If such negotiations are not, in the opinion of the HASB, successfully concluded within a reasonable timeframe, the HASB shall retain the right to end such negotiations.

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HASB reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

HASB shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

HASB reserves the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. Each prospective proposer further agrees that he/she will inform HASB's CA in writing within five (5) days of the discovery of any item that is issued thereafter by HASB that he/she feels needs to be addressed. Failure to a Proposal by

this timeframe shall relieve HASB, but not the prospective proposer, of any responsibility pertaining to such issue.

HASB reserves the right, prior to award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on HASB's website [www.sbhaonline.com](http://www.sbhaonline.com). Such changes that are issued before the proposal submission deadline shall be binding upon all prospective proposers.

In the case of rejection of all proposals, HASB reserves the right to advertise for new proposals or to proceed to do the work otherwise, if in the judgment of HASB, the best interest of HASB will be promoted.

HASB reserves the right to, without any liability; cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.

HASB reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to HASB, if:

- a. Funding is not available,
- b. Legal restrictions are placed upon the expenditure of monies for this category of service or supplies.

HASB reserves the right to make an award to more than one proposer based on ratings or to make an award with or without negotiations or Best and Final Offers (BAFO).

HASB reserves the right to require additional information from all proposers to determine level of responsibility. Such information shall be submitted in the form required by HASB within two (2) days of written request.

HASB reserves the right to amend the contract any time prior to contract execution.

HASB reserves the right to require the Contractor to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this RFP and any resulting contract.

HASB reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the proposer regardless of their inclusion in the reference section of the proposal submittal.

In the event any resulting contract is prematurely terminated due to nonperformance and/or withdrawal by the Contractor, HASB reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated

Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.

## **COST OF SERVICES**

The contractor(s) shall include in his/her Proposal the cost to be charged to the Housing Authority for the provision of SECURITY Services as defined on the Scope of Work. It MUST accompany any bid for that bid to be responsive.

Contractor(s) shall comply with all applicable federal, state, and local laws regarding no smoking on HASB properties.

Proposal Prices: Proposers are advised that the Proposal Fee shall be all inclusive and fully burdened by proposer to accomplish the work as specified in this RFP and any resulting contract.

Regulatory: Contractor(s) shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and codes and obtain licenses or permits required to provide the services.

The contractor shall utilize Section 3 residents and businesses to perform the requirements under this proposal to the greatest extent feasible and shall document such efforts monthly. There is a 10-point bonus for hiring Section 3 residents on any contract resulting from this RFP and a 20-point bonus for a Section 3 qualified contractor. Contractors will be evaluated on their performance at achieving this goal and such evaluation shall be a factor in future awards.

**AWARD OF CONTRACT:** The Housing Authority reserves the right to reject any or all Proposals and to waive any minor informalities or irregularities in Proposals received. The contract shall initially be awarded to the highest scored RFP by a responsible Proposer whose Proposal conforms to the RFP and to the specifications described herein, and whose product or service best suits the needs of the HASB. The Contractor shall perform SECURITY Services, as specified herein, on "as needed" basis at 501 Alonzo Watson Drive residential building per the attached specifications. Specifications are at attachment#2 under this RFP. Contractor shall comply with all applicable federal, state and local laws regarding no smoking on HASB properties.

Proposal Prices: Proposers are advised that the Proposal Fee shall be all inclusive and fully burdened by proposer to accomplish the work as specified in this RFP and any resulting contract.



## **RESPONSIBILITY FOR SUBCONTRACTORS**

All requirements for the “Prime” contractor shall also apply to any subcontractors. It is the Prime Contractors’ responsibility to ensure compliance by the subcontractors. Regardless of subcontracting, the Prime Contractor remains liable to HASB for the performance under this RFP or any resulting contract.

Contractor(s) shall perform criminal history checks and drug screening tests on all employees performing work under this RFP and any resulting contract and if requested provide summaries of the results to HASB. Prospective employees whose criminal history checks disclose a misdemeanor or felony conviction involving crimes of moral turpitude or harm to person or property shall not be used to perform work under this RFP or any resulting contract. Contractor(s) is required to perform drug screening of all employees and to insure acceptable test results. Criminal history and drug screening checks will be completed at the sole expense of the Contractor(s).

Contractor(s) shall provide at its own expense all equipment, labor, materials, and tools to perform all services required under this RFP and any resulting contract.

If any employee of the Contractor(s) is deemed unacceptable by HASB, Contractor(s) shall immediately replace such personnel with a substitute acceptable to HASB.

## **CONDITIONS OF PROPOSERS**

Prospective proposers will not be required to pre-qualify to submit a proposal. However, all proposers will be required to submit adequate information showing that the proposer is qualified to perform the required work. Failure by the prospective proposer to provide the requested information may, at HASB’s discretion, eliminate that proposer from consideration, provided that all proposers were required to submit the same information.

## **RFP FORMS, DOCUMENTS, SPECIFICATIONS AND DRAWINGS**

Prior to submitting a proposal in response to the RFP, it shall be each prospective proposer’s responsibility to examine carefully and, as may be required, properly complete all documents issued pursuant to this RFP.

Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

## **Submissions and Receipt by HASB:**

**Time for Receiving Proposals:** Proposals received prior to the proposal submittal deadline shall be securely kept, unopened, by HASB. No proposal received after the designated deadline shall be considered.

Proposers are cautioned that any proposal submittal that is time-stamped as being received by HASB after the exact time set as the deadline for the receiving of proposals shall not be considered. Any such proposals inadvertently opened shall be ruled to be invalid. No responsibility will attach to HASB or any official or employee thereof, for the pre-opening of, or the failure to open a proposal not properly addressed and identified.

A total of one (1) original signature copy (marked "ORIGINAL") and three (3) exact copies (marked copy) shall be placed unfolded in a sealed package with the proposer's name and return address and addressed as follows:

All Proposals must be submitted in a sealed envelope marked "SECURITY Services." with the responder's name and address on the exterior of the envelope" and ***received and date and time stamped at the Front Desk of the Housing Authority of the City of South Bend, 501 Alonzo Watson Drive, South Bend, Indiana 46601***, no later than 4:30 p.m. on October 24, 2024. Proposals received after 4:30 pm will NOT be opened and will not be returned to the responder. The determination as to whether a Proposal is timely received will be at the sole discretion of the Housing Authority. You may also email your Proposal to: [carchie@sbhaonline.com](mailto:carchie@sbhaonline.com)

The Proposal may be mailed to the following address:

Housing Authority of the City of South Bend  
ATTN: Carolyn Archie, Procurement Manager  
501 Alonzo Watson Drive  
South Bend, IN 46601

Responders are advised that mailed Proposals will not be considered received until actual receipt by the HASB and that any delay in delivery is at the sole risk of the Responder. HASB is not responsible for any lost or delayed Proposals.

Procedure to withdraw proposal submittal: A request for withdrawal of a proposal due to a purported error need not be considered by HASB unless filed in writing by the proposer within 48 hours after the proposal deadline. Any such request shall contain a full explanation of any purported error and shall, if requested by HASB, be supported by the original calculations on which the proposal was computed, together with a certification and notarization thereon that such computation is the original and was prepared by the proposer or his/her agent, who must be identified on the notarized form. The foregoing shall not be

construed that such withdrawal will be permitted, as HASB retains the right to accept or reject any proposed withdrawal for a mistake.

**BILLINGS AND PAYMENTS:** The HASB will pay contractors on a Net 30-day basis. No payments will be made for work invoices that are not accompanied by a completed WH-347 and a finalized certificate of completion form.

**BILLING RECORDS:** All contractors will keep copies of timecards and paychecks, by address where the work was performed, for all employees used at HASB properties (digital is acceptable). Payroll audits of employee pay rates and classifications will occur periodically. All contractors agree to make their employees available for such interviews. Should any irregularities not be able to be adequately explained to the HASB, the HASB SHALL refer any such unresolved irregularities to the appropriate Department of Labor office for further action.

**Exceptions to Specifications:**

A prospective proposer may take exception to any of the proposal documents, or any part of the information contained therein, by submitting, in writing to the HASB, at least seven (7) days prior to the proposal submission deadline, a complete and specific explanation as to what he/she is taking exception. Proposed alternate documents or information must also be included. HASB reserves the right to agree with the prospective proposer and issue a revision to the applicable RFP requirements or may reject the prospective proposer's request.

When taking exception, prospective proposers must propose services that meet the requirements of the RFP documents. Exceptions to the specification and/or approved "equal" requests may be discussed at the scheduled pre-proposal conference (if scheduled). All verbal instructions issued by the HASB officers not already listed within the RFP documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

**PROPOSAL EVALUATION**

Proposal Opening Results: It is understood by all proposers/prospective proposers that the proposals are publicly opened, and the results will be a matter of public record. When HASB has concluded all evaluations has chosen final top-rated proposer(s), has completed the award and is ready to issue such results, HASB shall notify all proposers.

All proposal documents submitted by the proposers are generally a matter of public record unless information is deemed to be proprietary.

Evaluation: Each proposal submittal will be evaluated based upon the following information and criteria:

Initial Evaluation-Responsiveness: Each proposal received will first be evaluated for responsiveness (i.e., meeting the minimum requirements as stated in the RFP).

**Evaluation Responsibility:** HASB shall select a minimum of a three-person panel, using the criteria established below, to evaluate each of the proposals submitted in response to this RFP to determine the proposer(s)' level of responsibility. HASB will consider capabilities or advantages that are clearly described in the proposal that may be confirmed by oral presentations, site visits, demonstrations, and references contacted by HASB. All proposal would be evaluated as to their overall value to HASB.

**Restrictions:** All persons having familial (including in-laws) and/pre-employment relationships (past or current) with principals and/or employees of a proposer will be excluded from participation in HASB's evaluation. Similarly, all persons having ownership interest in and/or contract with a proposer will be excluded from participation on HASB's evaluation panel.

Grading Score 5—excellent  
 4—Above Average  
 3—Average  
 2—Below Average  
 1—Poor  
 0—Non- responsive

Criteria	Points	Weighted Avg
Past Performance/Prior	0-5	30%
Quality & Safety Plan Procedure to monitor employees during the contract period. Scheduling services and procedures for maintain level of service. Safety plan for the protection of property.	0-5	15%
Price (total and by alternatives)	0-5	40%
Strength of Section 3 Plan	0.5	15%
Total Score		100%
Section 3 Bonus (hiring of person)	3 pts/person	

**Competitive Range:** Once a competitive range is established from the proposals submitted, HASB reserves the right to require Proposers within the competitive range to make a presentation to the evaluation committee. Presentations, if requested, shall be a factor in the award recommendation.

**Irregular Proposal Submittal:** A proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at HASB's discretion, be reason for rejection:

If the forms furnished by HASB are not used or are altered or if the proposed costs are not submitted as required and where provided.

If all requested completed attachments do not accompany the proposal submittal.

If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning or give the proposer submitting the same a competitive advantage over other proposers.

If the proposer(s) adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

If the individual cost proposal items submitted by a specific proposer are unbalanced in the sense that the listed price of any cost item departs more than 25% from HASB's cost estimate for that item.

Disqualification of Proposer(s): Any one or more of the following shall be considered as sufficient for the disqualification of a prospective proposer(s) and the rejection of his/her proposal:

Evidence of collusion among prospective proposers. Participants in such collusion will receive no recognition as Proposer or proposers for any future work with HASB until such participant shall have been reinstated as a qualified bidder or proposer. The names of all participants in such collusions shall be reported to HUD and any other inquiring governmental agency.

More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s),

Unsatisfactory performance record as shown by past work for HASB or with any other local, state, or federal agency, judged from the standpoint of workmanship and progress.

Incomplete work, which in the judgment of HASB, might hinder or prevent prompt completion of additional work, if awarded.

Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.

Failure to comply with any qualification requirements of HASB.

Failure to list all subcontractors (if subcontractors are allowed by HASB) who will be employed by the successful proposer(s) to complete the work of the proposed contract.

As required by the RFP documents, failure of the successful proper to be properly license by the City, County and/or the State of Indiana and/or to be insured by a commercial general liability

policy and/or worker's compensation policy and/or business automobile liability policy, if applicable.

Any reason to be determined in good faith, to be in the best interest of HASB.

**Award of Proposal(s):** The successful proposer(s) shall be determined by the top-rated responsive and responsible proposer(s) as determined by the evaluation process and presentations detailed above and any further negotiations, provided his/her proposal is reasonable and within budget, he/she is able to deliver the specified items in a timely manner and it is, in the opinion of HASB, to the best interests if HASB to accept the proposal after preferences for Section 3 business concerns are considered. HASB reserves the right to award multiple contractors if it is determined to be in the best interest of HASB.

### **Right to Protest**

Rights: Any prospective or actual proposer(s), offeror(s) or contractor(s) who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. Such rights only apply to deviations from laws, rules, regulations, or procedures. Disagreements with the evaluators' judgments as to the number of points scored are not reasons for an appeal. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

Definition: An alleged aggrieved "protestant" is a prospective proposer or proposer who feels that he/she has been treated inequitably by HASB and wished HASB to correct the alleged inequitable condition or situation.

Eligibility: To be eligible to file a protest with HASB pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective proposer (i.e., recipient of the RFP documents) when the alleged situation occurred. HASB has no obligation to consider a protest filed by any party that does not meet these criteria.

Procedure: Any actual or prospective contractor(s) may protest the solicitation or award of a contract for material violation of HASB's procurement policy. Any protest against a HASB solicitation must be received before the due date for receipt Proposals or proposals and any protest against the award of a contract must be received within ten (10) calendar days after contract award of the protest will be not considered.

### **DISPUTES UNDER THE CONTRACT**

Procedures: In the event that any matter, claim, or dispute arises between the parties, whether or not related to this RFP or any resulting contract, both parties shall be subject to nonbinding

mediation if agreed to by both parties within thirty (30) days of either party making a request in writing.

The parties further agree that if the matter, claim, or dispute is not settled during mediation, it shall thereafter be submitted to binding arbitration. The parties shall make a good faith attempt to mutually agree upon an arbitrator.

If the parties cannot mutually agree upon an arbitrator after reasonable efforts have been exerted, then the matter, claim or dispute shall be submitted to the American Arbitration Association for final and binding arbitration. Unless extended by the arbitrator for good cause shown, the final arbitration hearing shall begin no later than two (2) months after selection of the arbitrator.

### **ADDITIONAL CONSIDERATIONS**

Required Permits and Licenses: Unless otherwise stated in the RFP documents, all federal, state, or local permits and licenses which may be required to provide the services ensuing from any award of this RFP, whether or not they are known to either the HASB or the proposers at the time of the proposal submittal dealing or the award, shall be the sole responsibility of the successful proposer and all offers submitted by the proposer shall reflect all costs required by the successful proposer to procure and provide such necessary permits or licenses.

Taxes: HASB as a governmental entity, is exempt from Indiana State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

Government Standards: It is the responsibility of the prospective proposer to ensure that all items and services proposed conform to all local, state, and federal law concerning safety (OSHA) and environmental control (EPA and Bexar County Pollution Regulations) and any other enacted ordinance, code, law, or regulation.

The successful proposer(s) shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law, or regulation. No time extensions shall be granted, or financial consideration given to the successful proposer(s) for time or monies lost due to violations of any such ordinance, code, law, or regulations that may occur.

Delivery: All costs submitted by the successful proposer(s) shall reflect the cost of delivering the proposed items and/or services to the locations specified within the RFP documents or within the Agreement. All costs in the proposal submittal shall be quoted as FOB Destination, Freight Prepaid, and allowed unless otherwise stated in this RFP.

The successful proposer agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before a specified date constitutes an event of default by the successful proposer. Upon default, the successful proper agrees that

HASB may, at its option, rescind the finalized contract under the termination clause herein and seek compensatory damages as provided by law.

Work on HASB property: If the successful proposer's work under the contract involves operations on HASB premises, the successful proper(s) shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the sire at no cost to HASB.

Subcontractors: Unless otherwise stated within the RFP documents, the successful proposer may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the HASB. Also, any substitution of subcontractors must be approved in writing by HASB prior to their engagement.

Salaries and Expenses Relating to the Successful Proposers Employees: Unless otherwise stated within the RFP documents, the successful proposer(s) shall pay all salaries and expenses of, and all Federal, Social Security tax, Federal and State Unemployment tax, and any similar taxes relating to its employees used in the performance of the contract. The successful proposer(s) further agrees to comply with all Federal, State, and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

Independent Contractor: Unless otherwise stated within the RFP documents or the contract, the successful proposer is an independent contractor. Nothing herein shall create any association, agency, partnership, or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

Waiver of Breach: A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

Time of the Essence: Time is of the essence as to each provision in which a timeframe for performance is provided in this RFP. Failure to meet these timeframes may be considered a material breach, and HASB may pursue compensatory and/or liquidated damages under the contract.

Limitation of Liability: in no event shall HASB be liable to the successful proposer for any indirect, incidental, consequential, or exemplary damages.

Public/Contracting Statutes. HASB is a governmental entity as that term is defined in the procurement statutes. HASB and this RFP and all resulting contracts are subject to federal, state, and local laws, rules, regulations, and policies relating to procurement, as applicable.



Termination: Any contract resulting from this RFP may be terminated under the following conditions: By mutual consent of both parties, and

Termination for Cause: As detailed within the attached HUD Forms.

HASB may terminate any and all contracts for default at any time in whole or in part, if the contractor fails to perform any of the provisions of any contract, or fails to pursue the work as to endanger performance in accordance with the terms of the RFP or any resulting contracts, and after receipt of written notice from HASB, fails to correct such failures within seven (7) days or such other period as HASB may authorize or require.

Upon receipt of a notice of termination issued from HASB, the Contractor shall immediately cease all activities under any contract resulting from this RFP, unless expressly directed otherwise by HASB in the notice of termination.

HASB may terminate any contract resulting from this RFP in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

Termination for Convenience:

In the sole discretion of the Contracting Officer, HASB may terminate all contracts resulting from this RFP in whole or part upon fourteen days prior notice to the Contractor when it is determined to be in the best interest of HASB.

The rights and remedies of HASB provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.

In the event the resulting contract from this RFP is terminated for any reason, or upon its expiration, HASB shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Contractor shall transfer title and deliver to HASB any partially completed work products, deliverables, source and object code, or documentation that the Contractor has produced or acquired in the performance of any resulting contract.

Examination and Retention of Contractor's Records: HASB, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under all contracts executed as a result of this RP, 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 audits, examinations, excerpts and transcriptions.

Invoices (If applicable): Contractor(s) will only be allowed to invoice for the cost of services/goods in compliance with his/her proposal or best and final offer as accepted by HASB.

Invoices must contain a complete description of the work or service that was performed, the contract price for each service, the purchase order number, contract number (if applicable), date of service, and address of service location or delivery address.

Contractor(s) must submit a separate invoice for each purchase order issued by HASB unless prior approval is obtained from HASB.

Applicable Statutes, Regulations and Orders: Contractors shall comply with all statutes, rules, regulations, executive orders affecting procurements by Housing Authorities including but not limited to:

- Executive Order 11246
- Executive Order 11061
- Copeland “Anti-Kickback” Act (18 USC 874)
- Davis Bacon Act (40 USC 276s-276a-7)
- Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)
- Contract Work Hours & Safety Standards Act (40 USC 327-330)
- Energy Policy & Conversation Act (PL 94-163, 89 STAT 871)
- Civil Rights Act of 1964, Title VI (PL 88-352)
- Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)
- Age Discrimination Act of 1975
- Anti-Drug Act of 1988 (42 USC 11901 et. Seq.)
- HUD Information Bulletin 909-23
- Immigration Reform & Control Act of 1986
- Fair Labor Standards Act (29 USC 201, et. Seq.)

**Conflicting Conditions:**

In the event there is a conflict between the documents comprising this RFP and any resulting contracts, the Response. If a conflict exists between any state statute or federal law the most restrictive term shall apply.

**Contract Form:** HASB will not execute a contract on the successful proposer’s form. Contracts will only be executed on HASB’s form. By submitting a proposal, the successful proposer agrees to this condition. However, HASB will consider any contract clauses that the proposer wishes to include therein, but the failure of HASB to include such clauses does not give the successful proposer the right to refuse to execute HASB’s contract form. It is the responsibility of each prospective proposer to notify HASB, in writing, with the proposal submittal of any contract clauses that he/she is not willing to include in the final executed contract. HASB will consider such clauses and determine whether to amend the Contract.

**Force Majeure:** Neither HASB nor Contractor shall be held responsible for delays or default caused by fire, flood, riot, acts of God or war where such cause was beyond, respectively, HASB or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

**Most Favored Customer:** The Contractor agrees that if during the term of any resulting contract, the Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, the resulting Contract will at HASB's option, be amended to accord equivalent advantage to HASB.

The HASB may award to the company having the highest scored Proposal that is deemed made.

## SCOPE OF WORK

Contractor(s) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this RFP.

The employee is to be legal age and have experience in this field. Personnel is to report to work from 4 pm to 12 a.m. Friday and Saturday.

If any employee of Contractor is deemed unacceptable by HASB, Contractor shall immediately replace such personnel with an acceptable substitute to HASB.

Contractor(s) shall inform HASB Director of Property Management within two (2) working days of any change in contact information, including but not limited to contact personnel, mailing address, physical address, phone numbers and email addresses.

**Contract/Personnel Manager:** At the time of contract execution, Contractor shall provide name and cell phone number of manager and alternate. The Contractor shall provide a Contract Manager who shall be responsible for the performance of the work. The name of this person and an alternate(s), who shall act for the Contractor when absent, shall be designated in writing to the Housing Authority of the City of South Bend's (HASB) representative.

The Contract Manager or alternate shall have full authority to act for the Contractor on all calls placed by HASB representatives at the HASB property listed in this proposal.

The Contract Manager or alternate shall be available within 2 hours of notification of problem, issues, or concerns.

The Contract Manager and alternate(s) must be able to read, write, speak, and understand English.

The Contractor shall have an adequate training program to ensure that all employees meet or exceed the expectations of the HASB regard completion of all assigned tasks and potential assignments.

## Section 3 Business Preference Explanation

**1.0 Introduction.** The purpose of this document is to, in simplified terms, explain to proposer’s major issues pertaining to the Section 3 Business Preference program required by the Agency’s funding source, the U.S. Department of Housing and Urban Development (HUD). Also, hereinafter, a Section 3 Business Preference will be referred to as “Preference.”

**2.0 What is Section 3?**

**2.1 Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes that HUD funds are typically one of the largest sources of federal funding expended in communities, including those communities served by the Agency. Section 3 is intended to ensure that when a contractor has need to hire additional people as the result of receiving a contract from the South Bend Housing Authority (hereinafter, “the Agency”), preference must be given to low- and very low income persons residing in St. Joseph Co., IN (Section 3 resident), or Section 3 business concerns.**

**2.2 The requirements pertaining to Section 3 apply only to purchases and contracts the agency completed for work-the requirements of Section 3 DOES not apply to purchases or contracts the Agency completes solely for commodities or equipment; meaning, “no work provided, no Section 3 required.”**

**2.3 Section 3 is race and gender neutral in that preferences are based on income-level and location.**

**3.0 What does the term “Section 3 resident” mean?**

**3.1 A “Section 3 resident is:**

**3.1.1 A public housing resident of the Agency; or**

**3.1.2 A low-or very-low resident of St. Joseph County, IN**

**3.1.2.1 Low- and very low-income within St. Joseph County, IN is defined as residents within the following income levels for FY 2024 (Median Income = \$89,000):**

**(Table #1)**

Income Limit Category	(1) Person	(2) Persons	(3) Persons	(4) Persons	(5) Persons	(6) Persons	(7) Persons	(8) Persons
Very Low (50%)	\$31,150	\$35,600	\$40,050	\$44,500	\$48,100	\$51,650	\$55,200	\$58,750
Extremely Low (30%)	\$18,700	\$21,400	\$25,820	\$31,200	\$36,580	\$41,960	\$47,340	\$52,720
Low (80%)	\$49,850	\$57,000	\$64,100	\$71,200	\$76,900	\$82,600	\$88,300	\$94,000
Income Limit areas are based on FY 2024 Fair Market Rent (FMR) areas. For information on FMRs, Please see our associated FY 2024 Fair Market Rent documentation system.								

## **Section 3 Business Preference Explanation**

- 4.0 What does the term “Section 3 business concern” mean?**
- 4.1 A “Section 3 business concern” is a business that can provide evidence that it meets one of the following:**
- 4.1.1 It is 51% or more owned by a Section 3 resident: or**
- 4.1.2 At least 30% of its full-time employees include persons that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents: or**
- 4.1.3 Provides evidence of a commitment to subcontract more than 35% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications with the preceding 3.1.1 or 3.1.2.**
- 5.0 Is participation in Section 3 optional?**
- 5.1 Except for purchases or contracts solely for commodities and equipment, as part of the solicitation the Agency will offer all proposers and proposers the option of a Preference.**
- 5.2 In response to a competitive solicitation (this Request for Proposal of RFP), proposers are not required to respond to the Agency with a claim of a Preference (meaning, such claim is optional and failure to respond with a claim of a Preference will not cause the proposer to be deemed non-responsive); however, if a proposer does claim a Preference, then the Agency will consider, investigate, and determine the validity of each such claim for a Preference.**
- 5.3 Regardless of whether a proposer claims a Preference in response to a solicitation, the recipient of the award will be required to, “to the greatest extent feasible,” implement the requirements of Section 3 during the ensuing awarded contract term.**
- 6.0 Must a contractor receiving an award from the Agency take part in the Section 3 program?**
- 6.1 The short answer is “yes.,” as detailed following, each contractor must, “to the greatest extent feasible,” take part in the program.**
- 6.1.1 If the contractor wishes, he/she may claim a Preference during the competitive solicitation process (please see Attachment), most specifically Section 2.0 thereon). Pertaining to this Request for Proposals competitive solicitation process, the Agency will give a Preference based upon the Following:**
- 6.1.2 It is possible that a contractor may demonstrate, to the Agency’s satisfaction that he/she has made a good faith and reasonable effort to comply with the requirements of Section 3, but it is not feasible to implement any portion of the Section 3 program. Such failure must be fully documented by the contractor and approved by the Agency or that contractor may be deemed not responsible by the Agency and the contract may be, at the Agency’s discretion, not awarded or terminated.**

- 7.0 Be aware that, as detailed within §135.58, the following Section 3 Clause will be a part of every applicable contract the Agency executes, and when a contractor executes the contract, he/she is thereby agreeing to comply with the following:

**SECTION 3 CLAUSE**

- 7.1 The work to be performed under this contract is project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project be awarded to business concerns which are in, or owned in substantial part by, persons residing in the area of the Section 3 covered project.
- 7.2 The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- 7.3 The contractor will send to each labor organization or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- 7.4 The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of housing and Urban Development, 24 CFR, Part 135, the contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of this regulations.
- 7.5 Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through with Federal assistance is provided and to such sanctions as are specified by 24 CFR, Part 135.
- 7.6 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 contracted.
- 7.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Action (25 U.S.C. 450e) also applied to the work to be performed under this contract.

Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indiana-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

- 8.0 As detailed within 24 CFR 135, Appendix I, *Examples of Efforts to Office Training and Employment Opportunities to Section 3 Residents*, as a part of the contract award process, to satisfy the requirements of Section 3 successful proposer or Contractor will be able to denote the “efforts” his/her firm will formally commit to implement if he/she is awarded a contract:
- 8.1 Entering into “first source” hiring agreements with organizations representing Section 3 residents.
  - 8.2 Sponsoring a HUD-certified “Step-up” employment and training program for Section 3 residents.
  - 8.3 Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
  - 8.4 Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and here to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in §135.34) reside.
  - 8.5 Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and here to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For the Agency, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered projects.
  - 8.6 Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and the community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
  - 8.7 Sponsoring (scheduling, advertising, financing, or providing in-kind services) a job informational meeting to be conducted by an Agency or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.
  - 8.8 Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2



## Section 3 Business Preference Explanation

persons reside in the neighborhood or service area in which a section 3 project is located.

- 8.9 Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- 8.10 Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of section 3 covered project.
- 8.11 Contacting agencies administering HUD Youthbuild programs and requesting their assistance in recruiting HUD Youthbuild program participants for the Agency's or contractor's training and employment positions.
- 8.12 Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the Agency's or contractor's training and employment positions.
- 8.13 Advertising the jobs to be filled through the local media, such as community television networks, newspaper of general circulation, and radio advertising.
- 8.14 Employing a job coordinator or contracting with a business concern that is licensed in the field of job replacement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the Agency, other recipients or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the Agency or contractor intends to fill.
- 8.15 For the agency, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 2 assistance. (This type of employment is referred to as "force account labor" in HUD's Indiana housing regulations. See 24 CFR §905.102, and §905.201(a)(6).)
- 8.16 Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions
- 8.17 Undertaking job counseling, education, and related programs in association with local educational institutions.
- 8.18 Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.
- 8.19 After selection of proposers but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

- 8.20** Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.
- 9.0** As detailed within 24 CFR §135, Appendix II, *Examples of Efforts to Award Contracts to Section 3 Business Concerns*, as a part of the contract award process, to satisfy the requirements of Section 3 the successful proposer or Contractor will be able to denote the “efforts” his/her firm will formally commit to implement if he/she is awarded a contract:
- 9.1** Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).
  - 9.2** In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.
  - 9.3** Contacting business assistance agencies, minority contractor’s associations, and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids of proposals for contracts for work in connection with section 3 covered assistance.
  - 9.4** Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the Agency.
  - 9.5** For the Agency, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.
  - 9.6** Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the proposal invitations or request for proposals.
  - 9.7** Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
  - 9.8** Coordinating pre-proposal meetings at which section 3’s business concerns could be informed of upcoming contracting and subcontracting opportunities.
  - 9.9** Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
  - 9.10** Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
  - 9.11** Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.
  - 9.12** Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.

- 9.13** Contacting agencies administering HUD Youthbuild programs and notifying these agencies of the contracting opportunities.
- 9.14** Advertising the contracting opportunities through trade association papers and newsletter, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 9.15** Developing a list of eligible section 3 business concerns.
- 9.16** For the Agency, participating in the “Contracting with Resident-Owned Businesses” program provided under 24 CFR part 963.
- 9.17** Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
- 9.18** Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.
- 9.19** Supporting businesses which provide economic opportunities to low-income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
- 9.20** Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
- 9.21** Actively supporting joint ventures with section 3 business concerns.
- 9.22** Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

## Section 3 Business Preference Submittal Form

(Table #2)

Max Point Value	Factor Type	Factor Description
	Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION. (NOTE: A maximum of 15 points awarded).
15 points		Priority I, Category 1a. Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
13 points		Priority II, Category 1b. Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
11 points		Priority III, Category 2a. Business concerns that are 51 percent or more owned by residents or any other housing development or developments.
9 points		Priority IV, Category 2b. Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
7 points		Priority V, Category 3. Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
5 points		Priority VI, Category 4a. Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 2 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
3 points		Priority VII, Category 4b. Business concerns that subcontract more than 25 percent of the total amount of subcontracts to Section 3 business concerns.
15 points		Maximum Available Preference Points (Additional)

## Section 3 Business Preference Submittal Form

4.0 The undersigned bidder hereby declares:

4.1 The information within this completed form (and any attachments) is, to the best of his/her knowledge, true and accurate.

4.2 He/she is aware that if the Agency discovers that any such information is not true and accurate, such shall allow the Agency to:

4.2.1 NOT award the bidder a Preference; and

4.2.2 If the Agency deems such is warranted (e.g. in the case of submitting information the bidder knows to be untrue), declare such bidder to be nonresponsive and not allow the bidder to receive an award.

4.3 He/she is aware that if he/she receives and award as the result of this competitive solicitation, even though he/she may not receive a Preference from the Agency as a result of this submittal, he/she will still be required to, to the greatest extent feasible, implement a Section 3 Plan, including a commitment to interview and consider hiring Section 3 persons (most specifically, residents of the Agency) whenever the successful bidder has need to hire additional employees during the term of the ensuing contract.

The undersigned contractor hereby affirms that the foregoing is true and accurate and that he/she hereby agrees to comply as denoted herein.

---

Signature

Date

Printed Name

Company

**CERTIFICATE OF SECTION 3 COMPLIANCE**

I certify that I have reviewed and fully understand the attached Section 3 Specification Clause and program and will demonstrate compliance to the “greatest extent feasible”, to meet the numerical goal of 30% new hires. I further certify that I have and will make every reasonable effort to purchase from those small businesses located within the boundaries of the Section 3 covered project area and further, will take concrete steps to expand resident training and employment opportunities such as, asking if residents are aware of available training and employment positions, encouraging residents to participate in the job application process, and actually employing Section 3 area residents. Furthermore, I will contact the Housing Authority to obtain listings of available individuals to fill my labor needs, if any such needs arise, for the duration of this contract.

\_\_\_\_\_  
Principal Officer of Company

\_\_\_\_\_  
Date

# Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

**2. Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here  if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

# General Conditions for Non-Construction Contracts

## Section I — (With or without Maintenance Work)

## U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$250,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
  - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA 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). The HA 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 the HA 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 the HA, the HA 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), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (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 the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA 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 the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 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.



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- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
  - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
    - (i) appeals under the clause titled Disputes;
    - (ii) litigation or settlement of claims arising from the performance of this contract; or,
    - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. 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 HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. 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
  - ( ) 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.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

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- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
- (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.
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## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] 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, disability, 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/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

(c) The [contractor/seller] 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/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] 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.

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

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government 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.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government 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.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) 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 sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

## 17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, 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 Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

#### **18. Dissemination or Disclosure of Information**

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

#### **19. Contractor's Status**

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

#### **20. Other Contractors**

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD 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 HA employee.

#### **21. Liens**

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

#### **22. Training and Employment Opportunities for Residents in the Project Area** (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, 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 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

#### **23. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for maintenance contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

**Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – use Sections I and II.

### Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

#### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), 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, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), 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.
- (b) (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:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) 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.

#### 2. Withholding of funds

The Contracting Officer, upon his/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 under this Contract all or part of the wages required under this 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 Public Housing Agency 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.

#### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records 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.

#### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/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 OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**5. Disputes concerning labor standards**

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
  - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

**6. Contract Work Hours and Safety Standards Act**

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **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 he or she 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.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any



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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 the 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 paragraph (a) 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 paragraph (a) of this clause.

- (c) **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 U.S. 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 paragraph (b) of this clause.

## **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II 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 these clauses.

## **8. Non-Federal Prevailing Wage Rates**

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, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

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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 the 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 paragraph (a) 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 paragraph (a) of this clause.

- (c) **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 U.S. 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 paragraph (b) of this clause.

## **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II 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 these clauses.

## **8. Non-Federal Prevailing Wage Rates**

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, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

**HOUSING AUTHORITY OF SOUTH BEND**

**NON-COLLUSIVE AFFIDAVIT**

(Contractor) \_\_\_\_\_

State of \_\_\_\_\_

City of \_\_\_\_\_

\_\_\_\_\_ Being duly sworn, deposes and says:

(Name)

That he/she is \_\_\_\_\_  
(A partner or officer of the firm of, etc.)

The party making the foregoing Proposal/Quote/Bid, affirms that such Proposal/Quote/ Bid is genuine and not collusive or sham: that said **OFFEROR** has not colluded, conspired, connived or agreed, directly or indirectly with any **OFFEROR** or other person, to put in a sham Proposal/Quote/Bid, or to refrain from proposing/quoting/bidding, and has not in any manner directly or indirectly, sought by agreement, collusion, communication or conference with any person, to fix the Proposal/Quote/Bid price, for affiant or any other **OFFEROR**, or to fix any overhead, profit or cost element of said Proposal/Quote/Bid price, for affiant or that of any other **OFFEROR**, or to secure any advantage against the Housing Authority of South Bend, or to secure any personal interest in the proposed contract(s), and that all statements in said Proposal/Quote/Bid are true.

Signature of

\_\_\_\_\_  
Respondent, if OFFEROR is an individual

\_\_\_\_\_  
Partner, if the OFFEROR is a partnership

\_\_\_\_\_  
Officer, if the OFFEROR is a corporation

Subscribed and sworn to before me:

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

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

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-4829 Revision No.: 28 Date Of Last Revision: 07/22/2024

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

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 \$17.20 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 2024.
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 \$12.90 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 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Indiana

Area: Indiana County of Saint Joseph

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.83***
01012 - Accounting Clerk II		18.89
01013 - Accounting Clerk III		21.13
01020 - Administrative Assistant		29.03
01035 - Court Reporter		21.67
01041 - Customer Service Representative I		14.96***
01042 - Customer Service Representative II		16.50***
01043 - Customer Service Representative III		18.33
01051 - Data Entry Operator I		16.31***
01052 - Data Entry Operator II		17.80
01060 - Dispatcher, Motor Vehicle		21.78
01070 - Document Preparation Clerk		16.80***
01090 - Duplicating Machine Operator		16.80***
01111 - General Clerk I		15.73***
01112 - General Clerk II		17.16***
01113 - General Clerk III		19.26

01120 - Housing Referral Assistant	24.17
01141 - Messenger Courier	15.38***
01191 - Order Clerk I	18.32
01192 - Order Clerk II	19.99
01261 - Personnel Assistant (Employment) I	18.66
01262 - Personnel Assistant (Employment) II	20.87
01263 - Personnel Assistant (Employment) III	23.27
01270 - Production Control Clerk	25.39
01290 - Rental Clerk	16.90***
01300 - Scheduler, Maintenance	19.37
01311 - Secretary I	19.37
01312 - Secretary II	21.67
01313 - Secretary III	24.17
01320 - Service Order Dispatcher	19.47
01410 - Supply Technician	29.03
01420 - Survey Worker	18.43
01460 - Switchboard Operator/Receptionist	16.69***
01531 - Travel Clerk I	17.17***
01532 - Travel Clerk II	17.89
01533 - Travel Clerk III	20.06
01611 - Word Processor I	18.23
01612 - Word Processor II	19.37
01613 - Word Processor III	21.67
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.23
05010 - Automotive Electrician	21.92
05040 - Automotive Glass Installer	20.68
05070 - Automotive Worker	20.68
05110 - Mobile Equipment Servicer	18.34
05130 - Motor Equipment Metal Mechanic	22.79
05160 - Motor Equipment Metal Worker	20.68
05190 - Motor Vehicle Mechanic	22.79
05220 - Motor Vehicle Mechanic Helper	17.17***
05250 - Motor Vehicle Upholstery Worker	19.50
05280 - Motor Vehicle Wrecker	20.68
05310 - Painter, Automotive	21.94
05340 - Radiator Repair Specialist	20.68
05370 - Tire Repairer	16.48***
05400 - Transmission Repair Specialist	22.79
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.08***
07041 - Cook I	17.44
07042 - Cook II	19.66
07070 - Dishwasher	13.53***
07130 - Food Service Worker	14.40***
07210 - Meat Cutter	18.25
07260 - Waiter/Waitress	12.73***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.39
09040 - Furniture Handler	17.41
09080 - Furniture Refinisher	25.44
09090 - Furniture Refinisher Helper	20.15
09110 - Furniture Repairer, Minor	22.89
09130 - Upholsterer	30.76
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	15.07***
11060 - Elevator Operator	16.38***
11090 - Gardener	21.94
11122 - Housekeeping Aide	16.38***
11150 - Janitor	16.38***
11210 - Laborer, Grounds Maintenance	17.75
11240 - Maid or Houseman	13.78***
11260 - Pruner	16.39***
11270 - Tractor Operator	20.55
11330 - Trail Maintenance Worker	17.75

11360 - Window Cleaner	17.74
12000 - Health Occupations	
12010 - Ambulance Driver	20.58
12011 - Breath Alcohol Technician	25.43
12012 - Certified Occupational Therapist Assistant	29.75
12015 - Certified Physical Therapist Assistant	29.68
12020 - Dental Assistant	22.54
12025 - Dental Hygienist	39.15
12030 - EKG Technician	31.66
12035 - Electroneurodiagnostic Technologist	31.66
12040 - Emergency Medical Technician	20.58
12071 - Licensed Practical Nurse I	22.75
12072 - Licensed Practical Nurse II	25.43
12073 - Licensed Practical Nurse III	28.35
12100 - Medical Assistant	18.78
12130 - Medical Laboratory Technician	24.24
12160 - Medical Record Clerk	18.36
12190 - Medical Record Technician	22.22
12195 - Medical Transcriptionist	20.59
12210 - Nuclear Medicine Technologist	55.90
12221 - Nursing Assistant I	13.03***
12222 - Nursing Assistant II	14.66***
12223 - Nursing Assistant III	16.00***
12224 - Nursing Assistant IV	17.95
12235 - Optical Dispenser	17.49
12236 - Optical Technician	22.75
12250 - Pharmacy Technician	18.66
12280 - Phlebotomist	17.76
12305 - Radiologic Technologist	33.68
12311 - Registered Nurse I	26.43
12312 - Registered Nurse II	32.32
12313 - Registered Nurse II, Specialist	32.32
12314 - Registered Nurse III	39.10
12315 - Registered Nurse III, Anesthetist	39.10
12316 - Registered Nurse IV	46.88
12317 - Scheduler (Drug and Alcohol Testing)	31.50
12320 - Substance Abuse Treatment Counselor	22.66
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.68
13012 - Exhibits Specialist II	25.63
13013 - Exhibits Specialist III	31.35
13041 - Illustrator I	20.68
13042 - Illustrator II	25.63
13043 - Illustrator III	31.35
13047 - Librarian	28.39
13050 - Library Aide/Clerk	15.36***
13054 - Library Information Technology Systems Administrator	25.63
13058 - Library Technician	18.50
13061 - Media Specialist I	18.49
13062 - Media Specialist II	20.68
13063 - Media Specialist III	23.07
13071 - Photographer I	17.66
13072 - Photographer II	20.90
13073 - Photographer III	23.66
13074 - Photographer IV	28.94
13075 - Photographer V	35.01
13090 - Technical Order Library Clerk	19.28
13110 - Video Teleconference Technician	24.52
14000 - Information Technology Occupations	
14041 - Computer Operator I	20.52
14042 - Computer Operator II	22.95
14043 - Computer Operator III	25.59
14044 - Computer Operator IV	28.44
14045 - Computer Operator V	31.49

14071 - Computer Programmer I	(see 1)	21.28
14072 - Computer Programmer II	(see 1)	26.37
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		20.52
14160 - Personal Computer Support Technician		28.44
14170 - System Support Specialist		31.49
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		32.53
15020 - Aircrew Training Devices Instructor (Rated)		39.36
15030 - Air Crew Training Devices Instructor (Pilot)		47.18
15050 - Computer Based Training Specialist / Instructor		32.53
15060 - Educational Technologist		30.70
15070 - Flight Instructor (Pilot)		47.18
15080 - Graphic Artist		23.48
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		47.18
15086 - Maintenance Test Pilot, Rotary Wing		47.18
15088 - Non-Maintenance Test/Co-Pilot		47.18
15090 - Technical Instructor		24.10
15095 - Technical Instructor/Course Developer		29.48
15110 - Test Proctor		19.45
15120 - Tutor		19.45
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		17.58
16030 - Counter Attendant		17.58
16040 - Dry Cleaner		20.09
16070 - Finisher, Flatwork, Machine		17.58
16090 - Presser, Hand		17.58
16110 - Presser, Machine, Drycleaning		17.58
16130 - Presser, Machine, Shirts		17.58
16160 - Presser, Machine, Wearing Apparel, Laundry		17.58
16190 - Sewing Machine Operator		20.92
16220 - Tailor		21.76
16250 - Washer, Machine		18.42
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		24.88
19040 - Tool And Die Maker		28.46
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		20.39
21030 - Material Coordinator		25.39
21040 - Material Expediter		25.39
21050 - Material Handling Laborer		17.93
21071 - Order Filler		16.27***
21080 - Production Line Worker (Food Processing)		20.39
21110 - Shipping Packer		19.40
21130 - Shipping/Receiving Clerk		19.40
21140 - Store Worker I		17.30
21150 - Stock Clerk		22.12
21210 - Tools And Parts Attendant		20.39
21410 - Warehouse Specialist		20.39
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.68
23019 - Aircraft Logs and Records Technician		24.27
23021 - Aircraft Mechanic I		28.48
23022 - Aircraft Mechanic II		29.68
23023 - Aircraft Mechanic III		30.87
23040 - Aircraft Mechanic Helper		21.35
23050 - Aircraft, Painter		27.30
23060 - Aircraft Servicer		24.27
23070 - Aircraft Survival Flight Equipment Technician		27.30
23080 - Aircraft Worker		25.73
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		25.73

I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	28.48
II	
23110 - Appliance Mechanic	25.52
23120 - Bicycle Repairer	23.61
23125 - Cable Splicer	37.62
23130 - Carpenter, Maintenance	25.96
23140 - Carpet Layer	26.62
23160 - Electrician, Maintenance	35.20
23181 - Electronics Technician Maintenance I	26.12
23182 - Electronics Technician Maintenance II	27.71
23183 - Electronics Technician Maintenance III	28.92
23260 - Fabric Worker	25.10
23290 - Fire Alarm System Mechanic	29.82
23310 - Fire Extinguisher Repairer	23.61
23311 - Fuel Distribution System Mechanic	25.58
23312 - Fuel Distribution System Operator	20.48
23370 - General Maintenance Worker	22.23
23380 - Ground Support Equipment Mechanic	28.48
23381 - Ground Support Equipment Servicer	24.27
23382 - Ground Support Equipment Worker	25.73
23391 - Gunsmith I	23.61
23392 - Gunsmith II	26.62
23393 - Gunsmith III	29.47
23410 - Heating, Ventilation And Air-Conditioning Mechanic	28.90
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	30.11
23430 - Heavy Equipment Mechanic	30.71
23440 - Heavy Equipment Operator	37.67
23460 - Instrument Mechanic	29.47
23465 - Laboratory/Shelter Mechanic	28.24
23470 - Laborer	17.93
23510 - Locksmith	28.24
23530 - Machinery Maintenance Mechanic	28.38
23550 - Machinist, Maintenance	23.52
23580 - Maintenance Trades Helper	16.97***
23591 - Metrology Technician I	29.47
23592 - Metrology Technician II	30.76
23593 - Metrology Technician III	32.07
23640 - Millwright	30.00
23710 - Office Appliance Repairer	21.41
23760 - Painter, Maintenance	23.14
23790 - Pipefitter, Maintenance	31.80
23810 - Plumber, Maintenance	30.47
23820 - Pneudraulic Systems Mechanic	29.47
23850 - Rigger	29.47
23870 - Scale Mechanic	26.62
23890 - Sheet-Metal Worker, Maintenance	28.69
23910 - Small Engine Mechanic	20.88
23931 - Telecommunications Mechanic I	27.38
23932 - Telecommunications Mechanic II	28.47
23950 - Telephone Lineman	28.26
23960 - Welder, Combination, Maintenance	21.97
23965 - Well Driller	29.47
23970 - Woodcraft Worker	29.47
23980 - Woodworker	23.61
24000 - Personal Needs Occupations	
24550 - Case Manager	18.09
24570 - Child Care Attendant	13.59***
24580 - Child Care Center Clerk	16.94***
24610 - Chore Aide	13.93***
24620 - Family Readiness And Support Services Coordinator	18.09
24630 - Homemaker	18.09



25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.63
25040 - Sewage Plant Operator	23.62
25070 - Stationary Engineer	26.63
25190 - Ventilation Equipment Tender	19.97
25210 - Water Treatment Plant Operator	23.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.08
27007 - Baggage Inspector	16.21***
27008 - Corrections Officer	23.85
27010 - Court Security Officer	25.51
27030 - Detection Dog Handler	18.14
27040 - Detention Officer	23.85
27070 - Firefighter	30.26
27101 - Guard I	16.21***
27102 - Guard II	18.14
27131 - Police Officer I	28.03
27132 - Police Officer II	31.14
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.29***
28042 - Carnival Equipment Repairer	16.34***
28043 - Carnival Worker	12.20***
28210 - Gate Attendant/Gate Tender	18.58
28310 - Lifeguard	13.82***
28350 - Park Attendant (Aide)	20.78
28510 - Recreation Aide/Health Facility Attendant	15.16***
28515 - Recreation Specialist	24.48
28630 - Sports Official	16.54***
28690 - Swimming Pool Operator	19.58
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.06
29020 - Hatch Tender	24.06
29030 - Line Handler	24.06
29041 - Stevedore I	22.68
29042 - Stevedore II	25.52
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	45.21
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.17
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.34
30021 - Archeological Technician I	20.65
30022 - Archeological Technician II	23.10
30023 - Archeological Technician III	28.62
30030 - Cartographic Technician	28.62
30040 - Civil Engineering Technician	29.27
30051 - Cryogenic Technician I	31.69
30052 - Cryogenic Technician II	35.01
30061 - Drafter/CAD Operator I	20.65
30062 - Drafter/CAD Operator II	23.10
30063 - Drafter/CAD Operator III	25.75
30064 - Drafter/CAD Operator IV	31.69
30081 - Engineering Technician I	16.09***
30082 - Engineering Technician II	18.05
30083 - Engineering Technician III	20.19
30084 - Engineering Technician IV	25.03
30085 - Engineering Technician V	30.62
30086 - Engineering Technician VI	37.04
30090 - Environmental Technician	23.85
30095 - Evidence Control Specialist	28.62
30210 - Laboratory Technician	22.70
30221 - Latent Fingerprint Technician I	31.69
30222 - Latent Fingerprint Technician II	35.01
30240 - Mathematical Technician	28.73
30361 - Paralegal/Legal Assistant I	20.36
30362 - Paralegal/Legal Assistant II	25.22
30363 - Paralegal/Legal Assistant III	30.86

30364 - Paralegal/Legal Assistant IV	37.35
30375 - Petroleum Supply Specialist	35.01
30390 - Photo-Optics Technician	28.62
30395 - Radiation Control Technician	35.01
30461 - Technical Writer I	26.43
30462 - Technical Writer II	32.33
30463 - Technical Writer III	39.11
30491 - Unexploded Ordnance (UXO) Technician I	28.73
30492 - Unexploded Ordnance (UXO) Technician II	34.76
30493 - Unexploded Ordnance (UXO) Technician III	41.67
30494 - Unexploded (UXO) Safety Escort	28.73
30495 - Unexploded (UXO) Sweep Personnel	28.73
30501 - Weather Forecaster I	31.69
30502 - Weather Forecaster II	38.54
30620 - Weather Observer, Combined Upper Air Or	(see 2) 25.75
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 28.62
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.76
31020 - Bus Aide	17.84
31030 - Bus Driver	23.45
31043 - Driver Courier	19.66
31260 - Parking and Lot Attendant	12.05***
31290 - Shuttle Bus Driver	16.65***
31310 - Taxi Driver	14.63***
31361 - Truckdriver, Light	21.00
31362 - Truckdriver, Medium	22.33
31363 - Truckdriver, Heavy	27.49
31364 - Truckdriver, Tractor-Trailer	27.49
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.95***
99030 - Cashier	13.52***
99050 - Desk Clerk	13.45***
99095 - Embalmer	28.73
99130 - Flight Follower	28.73
99251 - Laboratory Animal Caretaker I	15.48***
99252 - Laboratory Animal Caretaker II	16.53***
99260 - Marketing Analyst	28.86
99310 - Mortician	28.73
99410 - Pest Controller	20.58
99510 - Photofinishing Worker	15.10***
99710 - Recycling Laborer	24.09
99711 - Recycling Specialist	28.33
99730 - Refuse Collector	21.93
99810 - Sales Clerk	14.33***
99820 - School Crossing Guard	16.24***
99830 - Survey Party Chief	24.10
99831 - Surveying Aide	14.56***
99832 - Surveying Technician	20.94
99840 - Vending Machine Attendant	20.91
99841 - Vending Machine Repairer	25.18
99842 - Vending Machine Repairer Helper	20.91

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour) or 13658 (\$12.90 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being

enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract 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 the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.36 per hour, up to 40 hours per week, or \$214.40 per week or \$929.07 per month

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 1 week paid vacation after 1 year of service with a contractor or successor; and 2 weeks after 2 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."