



# HOUSING AUTHORITY

*of the City of Beaumont, Texas*

## **REQUEST FOR QUALIFICATIONS**

**RFP NO. 2024-05**

The Housing Authority of City of Beaumont (HACB) intends to create a “pool” of qualified Architectural and Engineering Firms licensed in the state of Texas to provide various professional Architectural/Engineering (A/E) services on a task order basis. The actual number of pool participants chosen will depend on the number of qualified proposals received. Proposers may submit a proposal based on any combination or all of the services. Proposers should limit their proposal to the services for which they are competent.

Prospective offerors desiring any explanation or interpretation of the solicitation must request it at least seven (7) days before the scheduled time for the Request for Qualifications (RFQ) due date. The request must be addressed to Rashad Bowman, Purchasing Officer, at the address stated below. Any information given to a prospective offeror concerning this RFQ will be furnished promptly to all other prospective offerors as a written amendment / addendum to the RFQ.

The proposal must be enclosed in a sealed envelope and labeled as follows:

### **PROPOSAL OFFERING ARCHITECTURAL & ENGINEERING SERVICES**

\_\_\_\_\_  
**NAME OF PROPOSER**

**REQUEST FOR PROPOSALS NO. 2024-05**

**PROPOSAL DUE DATE AND TIME:  
May 8, 2024 4:00 P.M. (local time)**

**PROPOSALS MUST BE ADDRESSED TO:**

**RASHAD BOWMAN  
PURCHASING OFFICER  
HOUSING AUTHORITY OF THE CITY OF BEAUMONT  
1890 Laurel  
BEAUMONT, TEXAS 77701**

Proposals must reach the HACB no later than **4:00 p.m. (LOCAL TIME) on May 8, 2024**. Late submissions will not be considered for award of contract.

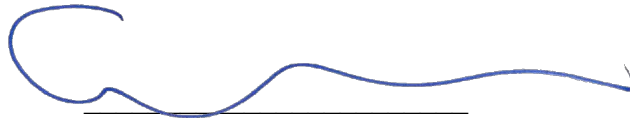
Proposals will be evaluated on the criteria stated in the RFQ. Negotiations may be conducted with proposers who have a reasonable chance of being selected for the award. After evaluation of the proposal revisions, if any, the contract will be awarded to the responsible company whose qualifications are the most advantageous to the HACB. All information must be clear, concise, and complete.

The HACB reserves the right to reject all proposals.

The HACB reserves the right to extend the contract of the successful proposer(s) depending on funding availability and contract performance.

4/8/2024

**Date**



**Allison Landrum**  
**Chief Executive Officer**  
**Housing Authority of the City of Beaumont**

AGENCY CONTACT PERSON (NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be a reference to Ms. Bowman.)	Rashad Bowman, Procurement Officer Telephone: (409)951-7200 E-mail: php02@bmtha.org
HOW TO OBTAIN THE RFP DOCUMENTS ON THE EPROCUREMENT MARKETPLACE	1. Access <a href="http://ha.internationaleprocurement.com">ha.internationaleprocurement.com</a> (no “www”). 2. Click on the “Login” button in the upper left side. 3. Follow the listed directions. 4. If you have any problems in accessing or registering on the eProcurement Marketplace, please call Customer Support at (866)526-9266.
QUESTION SUBMITTAL DEADLINE	Monday, May 1, 2024
HOW TO FULLY RESPOND TO THIS RFQ BY SUBMITTING A BID SUBMITTAL	Submit three (3) hard copies as instructed in section 7.3
BID SUBMITAL RETURN & DEADLINE	May 8, 2024 4:00 PM CT

The HACB is currently governed by the Housing Authorities Law, codified in the Texas Local Government Code. It is a unit of government, and its functions are essential. The HACB is currently governed by the Housing Authorities Law, codified in the Texas Local Government Code. It is a unit of government, and its functions are essential. It operates and manages its housing developments to provide decent, safe, sanitary and affordable housing to low-income families, the elderly, and the disabled, and implements various programs designed and funded by the U.S. Department of Housing and Urban Development (HUD). The HACB is a Public Housing Agency.

The property of the HACB is used for essential public and governmental purposes. The HACB and its property are exempt from all taxes, including sales tax on all its purchases of supplies and services.

The HACB enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers.

The HACB maintains contractual arrangements with the U.S. Department of Housing & Urban Development (HUD) to manage and operate its low rent public housing program and administers the Section 8 Housing Assistance Payments Programs. The HACB programs are federally funded along with low rent public housing funds, development grants and rental income.

**PROPOSAL OFFERING ARCHITECTURAL & ENGINEERING SERVICES**  
**Multiple Award, Indefinite Quantity, Indefinity Delivery Contract**  
**RFQ NO. 2024-05**

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## **1.0 Background**

The Housing Authority of the City of Beaumont (HACB) hereby requests proposals from qualified Architectural & Engineering firms licensed in the state of Texas to provide various professional Architectural/Engineering (A/E) services on a task order basis.

HACB is conducting this RFQ process to receive technical proposals from A/E professionals to qualify and be placed in a Pool of Contractors eligible to provide A/E services for HACB. HACB intends to award indefinite quantity A/E service contracts through this solicitation process. Each contract is anticipated to be for a base period of one year with an option for HACB to extend, at its sole discretion, for up to four additional one-year terms.

## **2.0 Scope of Work**

See Appendix A.

## **3.0 Availability of Funds**

In the event that the funds necessary to finance this contract become unavailable, HACB may cancel the contract by giving seven (7) day notice in writing.

## **4.0 Property Information**

Work will be performed at the following properties:

- Pointe North – 158-unit property located at 3710 Magnolia Ave., Beaumont, TX
- Regent I – 160-unit property located at 1715 Maime St., Beaumont, TX
- Tracewood I – 24-unit property located at 4075 Arthur St., Beaumont, TX
- Tracewood II – 53-unit property located at 4935 Concord Rd., Beaumont, TX
- Grandpine Court – 94-unit property located at 2835 Texas Ave., Beaumont, TX
- The Crossing – 150 unit property located at 3705 East Lucas Ave., Beaumont, TX
- Scattered Sites – 63 single family homes scattered through the West End of Beaumont, TX
- Robert L. Reyna Administration Office – 1890 Laurel, Beaumont, TX
- Gloria Ramirez Neighborhood Resource Center – 2850 Gulf, Beaumont, TX

## **5.0 Proposal Requirements**

### **5.1 General**

The following is a description of the minimum information, which must be supplied by proposers in their proposals. It is open to all proposers to give such supplementary facts or materials which they consider may be of assistance in the evaluation of the proposal submitted. The failure to provide the minimum information requested may result in a proposal being considered unacceptable. HACB intends to retain the Contractor(s) pursuant to a “best value” basis, not a “low bid” basis. Therefore, so that HACB can properly evaluate the offers received, all proposals submitted in response to this RFQ must be formatted in accordance with the sequence noted on the Submission Checklist in Appendix I.

## 5.2 Cover Letter

Respondents should provide a cover letter that includes the following:

- Summary of key information about the firm and its qualifications.
- Description of the firm's size and number of employees.
- Name of Firm, Address, Telephone and Email Address.
- Contact information for the primary contact person.
- Signature provided by an authorized principal of the firm.

## 5.3 Proof of Insurance

The proposer shall furnish HACB with certificates of insurance showing that the following insurance is in force and will insure all operations under RFQ NO. 2024-05, and name HACB as an insured.

- **Workers' compensation** in accordance with the State of Texas rules and regulations.
- **General liability insurance** with a single limit for bodily injury of \$1,000,000 per occurrence and property damage limit of no less than \$1,000,000 per occurrence. The insurance may have a combined aggregate of coverage amounting to no less than \$1,000,000. Such insurance shall protect Contractor against claims of bodily injury or death and property damage to others. The insurance shall cover the use of all equipment, hoists and vehicles used on the site(s) not covered by Contractor's automobile liability. If Contractor has a "claims made policy," then the following additional requirements apply: The policy must provide a "retroactive date" which must be on or before the execution date of the Agreement and the extended reporting period may not be less than five years following the completion date of the Agreement.
- **Automobile liability** on owned and non-owned motor vehicles used on the site(s) or in connection herewith for a combined single limit of bodily injury and property damage of not less than \$1,000,000 per occurrence.
- All insurance shall be carried with companies that are financially responsible and admitted doing business in the State of Texas. Contractor shall not permit the insurance policies required to lapse during the period for which the Agreement is in effect. All certificates of insurance shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least thirty-(30) day's prior written notice has been given to HACB.

## 5.4 Proposed Services & Pricing

The Hourly Rates Form (Appendix D) must be fully completed and executed as part of the proposal submittal.

Additionally, the proposer shall submit documentation further explaining the proposer's services and showing how the proposer intends to fulfill the requirements of the Scope of Services.

## **5.5 Permits, Certificates, and Licenses**

The proposer must provide current proof of licensing and certifications.

## **5.6 Unauthorized Subcontracting Prohibited**

The contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFQ (including, but not limited to, selling or transferring the contract) without the prior written consent of HACB. Any purported assignment of interest or delegation of duty, without the prior written consent of the Beaumont Housing Authority shall be void and may result in the cancellation of the contract or may result in the full or partial forfeiture of funds paid to the contractor as a result of the proposed contract; either determine by Beaumont Housing Authority.

## **5.7 Basis of Proposal**

**5.7.1** The successful proposer(s) will be expected to execute a standard professional service contract with the HACB.

**5.7.2** Proposers are advised to check that all parts of this RFQ package have been received. Proposers shall be responsible for informing themselves with respect to all conditions, which might in any way affect the cost or performance of any of the work. Failure to do so shall be at the sole risk of the proposer and no relief shall be given for errors or omissions by the proposer.

**5.7.3** Proposals must be in U.S. dollars inclusive of all direct and indirect costs associated with the work such as, but not limited to, insurance, equipment, temporary facilities, supervision, profit, and overhead.

**5.7.4** Partial or incomplete proposals will be unacceptable.

**5.7.5** An authorized representative of the proposer must sign proposals.

## **5.8 Validity of Proposals**

**5.8.1** Proposals must be open and not subject to unilateral withdrawal or modification for ninety (90) days after the proposal due date.

**5.8.2** Proposers are requested to submit proposals based on the exact requirements specified in this RFQ; however, should proposers be unable to follow precisely such requirements, they must provide an explanation as to why they are unable to do so.

## **5.9 Contract Term**

The term of the contract will be for an initial one year term. HACB reserves the right to extend the contract four additional one-year terms contingent on availability of funds and satisfaction of service(s) provided by vendor(s).

## 6.0 Proposal Evaluation Criteria

6.1 Selection of the successful proposer will be at the sole discretion of the HACB.

Specifically, proposals will be evaluated based on:

### Points

- Demonstrated Understanding of Scope and Capacity to Perform Work 20
- Overall Quality, Organization and Professional Appearance of the Proposal 10
- Proposer's Technical Capabilities, indicated by profiles of the firm and staff's professional and technical competence/experience 25
- Proposer's Demonstrated Experience in performing similar work and the proposer's demonstrated successful past performance 45

Total Points 100

6.2 During proposal evaluation, the HACB reserves the right to call for supplementary information from proposers and to meet with all or any one of them to clarify points of uncertainty or ambiguity. Proposers agree to cooperate fully and promptly in providing such supplementary information or meeting requests.

6.3 All costs incurred in preparing and submitting proposals and in supplying supplementary information shall be borne by proposers. The HACB will not defray any costs incurred in connection therewith.

6.4 Proposals will be evaluated and ranked according to points received. The Top ranked proposers may be invited for an interview. Proposers should be prepared to discuss the proposed scope of work, including availability of equipment and staffing, accounting and payment procedures, proposer's exceptions to RFQ requirements, HACB exceptions to the proposer's proposal, schedules, qualification of subcontractors proposed for portions of the work, and such other items as are directly related to the proposal.



## 7.0 Proposal Procedure

### 7.1 Proposal Due Date/Time

Proposals are to be received by **4:00 p.m. (LOCAL TIME), May 8, 2024**. Proposers are solely responsible for ensuring that their proposals are actually received by the time and date stated. Receipt at the HACB after the due date and time specified will be cause for rejection.

### 7.2 Modifications or Withdrawals

Proposals may not be changed, modified, or withdrawn after the time and date specified for proposal submission. All requests to change, modify or withdraw a proposal prior to the proposal due date must be in writing and bear the same proposer's name appearing on the proposal already submitted.

### 7.3 Proposal Submission

Proposers must submit three (3) copies of their proposals including similar work enclosed in a sealed envelope clearly marked as follows:

**"TO BE OPENED BY ADDRESSEE ONLY"**  
**PROPOSAL OFFERING ARCHITECTURAL AND ENGINEERING SERVICES**  
**RFP NO. 2024-05**

and addressed to:

**Rashad Bowman, Purchasing Officer**  
**Housing Authority of the City of Beaumont**  
**1890 Laurel**  
**Beaumont, Texas 77701**

## 8.0 Correspondence

**8.1** All proposers are hereby instructed to familiarize themselves with the work described herein in order that the Scope of Work as set out in Appendix A may be fulfilled.

**8.2** Requests for additional information related to this RFQ should be made in writing and directed to the HACB Purchasing Officer at least seven (7) days before the RFQ due date. This will allow issuance of any necessary addendum to the RFQ.

**8.3** An addendum may be issued prior to the opening of proposals for the purpose of changing or clarifying the intent of this RFQ. All addenda shall be binding in the same way as if originally written in this RFQ. **All addendums will be posted at [ha.internationalprocurement.com](http://ha.internationalprocurement.com) and it is the responsibility of the bidder to register with the site to receive any updates on this RFQ.**

**8.4** Any interpretation affecting all proposers made prior to the proposal due date will be issued in the form of an addendum. The HACB will not be bound by or responsible for any other explanations or interpretations of this RFQ package other than those given in writing as set forth in this paragraph. Oral instructions, interpretations, or representations will not be binding upon the HACB or HACB representatives.

**8.5** Subcontractor(s), vendors and others who have been requested by the proposer to assist in preparing a proposal shall obtain necessary information from the proposer. They shall not directly contact the HACB or HACB representatives for this information.

**8.6** *Proposals will not be publicly opened and read.*

**8.7** Contracts for these programs and services may be awarded to one or more proposers whose proposals were judged to be the most advantageous to the Housing Authority of the City of Beaumont. *In the event that services are initiated prior to the processing of a fully executed contract, such services would be provided without a guarantee of compensation.*

## **9.0 PERTINENT FEDERAL REGULATIONS WITH REGARD TO NONDISCRIMINATION AND EQUAL OPPORTUNITY**

The requirements of Title VIII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex or national origin must be met by the proposer.

The proposer must adhere to federal regulations prohibiting discrimination on the basis of age under the Age Discrimination Act of 1975 and prohibit discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans With Disabilities Act of 1989.

The requirements of Executive Order 11246, relating to equal employment opportunity in connection with federally funded programs must be met by the proposer.

The proposer must also meet the requirements of Section 3 of the Housing and Urban Development Act of 1968, relating to the training and employment of individuals, and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated.

The proposer must meet the requirements of Executive Orders 11625, 12432, and 12138 relating to the use of minority and women's business enterprises in connection with federally funded programs.

## **10.0 Prevailing Wage/Davis Bacon**

In accordance with HUD Davis Bacon regulations, HACB must ensure that contractors pay its employees that perform such work for the agency at a rate not less than the rates listed on the Davis Bacon wage rate schedule contained in Appendix J. Therefore, but submitting a proposal, the proposer agrees that they will not pay employees at rates less

than detailed within Appendix J. Failure on the part of the contractor in complying with this requirement will result in possible penalties and wages due to employees.

### **11.0 Taxes**

HACB is a sales tax-exempt entity. Copies of the sales tax exemption information will be provided to the successful bidders upon request. The proposer shall not include in the bid amount, any taxes chargeable against the performance of work.

### **12.0 Build America, Buy America**

If the contractor needs to provide materials for the project, the contractor must be compliant with the “Build America, Buy America” (BABA) requirements pursuant to the Build America, Buy America regulations as described within and provide sufficient product purchase information to comply with the documentation requirements.

The BABA requirements, enacted as part of the Infrastructure Investment and Jobs Act, Pub. L. 117-58, 41 U.S.C. § 8301, states the federal funds used to fund this project is required to apply a domestic content procurement preference for all construction, alteration, maintenance or repair of infrastructure, including building and real property, unless application of BABA has been waived by HUD.

Construction materials is defined in 2 CFR 184.3 and means articles, materials, or supplies that consist of only one of the items listed in paragraph 1 of this definition, except as provided in paragraph 2 of this definition.

1. The listed items are:
  - a. Non-ferrous metals
  - b. Plastic and polymer based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cable)
  - c. Glass (including optic glass)
  - d. Fiber Optic Cable (including drop cable)
  - e. Optical fiber
  - f. Lumber
  - g. Engineered wood
  - h. Drywall

Produced in the United States is defined in 2 CFR 184.3 and means:

1. In the case of iron or steel products, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. In the case of manufactured products:
  - a. The product was manufactured in the United States and
  - b. The cost of the components of the manufactured product that are mined, produced or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product. See 2 CFR 184.2(a). The costs of components of a manufactured product are determined according to 2 CFR 184.5.
3. In the case of construction materials, all manufacturing processes for the construction material occurred in the United States.

## **APPENDIX A**

### **SCOPE OF WORK ARCHITECTURAL & ENGINEERING SERVICES**

The selected Architectural and Engineering (A/E) firm(s) will provide an indefinite quantity of professional A/E services on an as-needed basis. Proposer must demonstrate that it can provide A/E services including architecture, site and land planning, structural engineering, mechanical engineering, electrical engineering, civil engineering, landscape architecture, cost estimating and construction contract administration.

If the proposer does not provide all of the requested architectural and/or engineering services in-house, proposers are allowed to include sub-consultants as part of its team.

The A/E services may include, but not necessarily be limited to, the services set forth in Article A of the HUD Model Form of Agreement, HUD-51915, and as follows. Specific A/E services will be requested per task as needed.

- A/E services including mechanical, electrical, plumbing, civil, site and land planning and structural engineering.
- Capital planning
- Physical Needs Assessments
- Conducting site visits
- Surveying and evaluating existing conditions
- Providing Independent Cost Estimates
- Preparing sketches, drawings and specifications
- Preparing scopes of work
- Reviewing and preparing schedules
- Identifying hazardous materials and specifying abatement requirements
- Preparing documentation associated with the demolition of structures
- Administration of construction contracts
- Attending and conducting meetings
- Preparing reports
- Assisting with change orders
- Review of construction work during construction and/or warranty phase
- Assistance during construction contract close out
- Section 504 and Uniform Federal Accessibility Standards review and design
- Environmental Reviews in accordance with the requirements of 24 CFR Part 50 and Part 58
- Apply for and obtain permits
- Other related services as needed

The A/E firm(s) shall furnish the skills necessary to perform all services and provide the required deliverables in the most expeditious and economical manner consistent with the interest of the HACB.

Unless otherwise specified, deliverables in their final form must be submitted in standard industry/government formats, bound with appropriate cover sheets, narratives, forms, graphics, exhibits, etc. and suitable for circulation or submission to the public, regulatory or governmental authorities or other parties of interest. HACB also requires the submission of one set of document deliverables in electronic form.

## APPENDIX B

### PROPOSAL QUESTIONNAIRE

(1) **Instructions.** Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal.

(2) **Debarred Statement.** Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Texas, or any local government agency within or without the State of Texas? Yes  No  If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(3) **Disclosure Statement.** Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the Agency? Yes  No  If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(4) **Felony Disclosure.** Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony? Yes  No  If "Yes," please attach a full detailed explanation, including dates, circumstances and current status. PLEASE NOTE: The Agency reserves the right to not make award to any proposer that has staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.

(5) **Non-Collusive Affidavit.** The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the Agency or any person interested in the proposed contract; and that all statements in said proposal are true.

(6) **Proposer's Statement.** The proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Agency discovers that any information entered herein to be false, such shall entitle the Agency to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the costs where provided, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency, either in hard copy or referenced. Pursuant to all RFP Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the Agency with the services described herein for the fee(s) entered within.

## APPENDIX C

### GENERAL INFORMATION SHEET

1. Name of Firm: \_\_\_\_\_
- Address of Principal Office: \_\_\_\_\_
- Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
- Form of Business Organization: \_\_\_\_\_

Responsible Contact Personnel:

Name _____	Cell # _____	E-mail _____
Name _____	Cell # _____	E-mail _____
Name _____	Cell # _____	E-mail _____

2. How many years has your organization been in business in its current capacity?
3. How many years has your organization been in business under its present name?
4. Under what other or former names has your organization operated?
5. Claims and suits (If the answer to any of the questions below is yes, please attach details).
- 5.1 Has your organization ever failed to complete any work awarded to it?
- 5.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
- 5.3 Has your organization filed any lawsuits or requested arbitration or mediation with regard to any contracts within the last fifteen years?
6. Within the last fifteen years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details)

**APPENDIX D**

**ARCHITECTURAL & ENGINEERING SERVICES  
FEE/RATE PROPOSAL FORM**

If there are additional job titles not listed below, please use the blank spaces provided to supply that information.

<b>Job Title</b>	<b>Base Hourly Billing Rate</b>	<b>Overhead and Fringes</b>	<b>Total Hourly Billing Rate</b>
Principal			
Project Executive			
Project Manager			
Licensed Architect			
Architect Intern/Planner			
Professional Engineer			
Engineering Intern			
CAD Operator			
Cost Estimator			
Field Engineer			
Construction Administrator			
Clerical			

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**Certifications and  
Representations  
of Offerors  
Non-Construction Contract**

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes 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.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

**1. Contingent Fee Representation and Agreement**

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

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

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

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

**2. Small, Minority, Women-Owned Business Concern Representation**

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

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- Black Americans       Asian Pacific Americans  
 Hispanic Americans     Asian Indian Americans  
 Native Americans       Hasidic Jewish Americans

**3. Certificate of Independent Price Determination**

(a) The bidder/offeror certifies that—

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

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

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

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

**4. Organizational Conflicts of Interest Certification**

(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 a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of 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 HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

**5. Authorized Negotiators (RFPs only)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

**6. Conflict of Interest**

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

**7. Offeror's Signature**

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

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

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

# Instructions to Offerors Non-Construction

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

# APPENDIX F



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

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

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

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

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

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

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

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

#### **7. Contract Award**

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

#### **8. Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

#### **9. Offer Submission**

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

## Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

**APPENDIX H**

**RFQ EVALUATION FORM**  
**RFQ NO. 2024-05**

**PROPOSAL OFFERING ARCHITECTURAL & ENGINEERING SERVICES**

DATE: \_\_\_\_\_ Person Evaluating: \_\_\_\_\_

FIRM TO EVALUATE : \_\_\_\_\_

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<b>SCORE</b>	<b><u>Points Awarded</u></b>	<b><u>Maximum Points</u></b>
1. Proposer's demonstrated understanding of HACB Scope and Capacity to Perform Work	_____	20
2. Overall Quality, Organization and Professional Appearance of the proposal submitted	_____	10
3. The Proposer's technical capabilities, indicated by Profiles of the firm/staff's professional and technical Competence	_____	25
4. Proposer's demonstrated experience in performing Similar work and the proposer's demonstrated Successful past performance	_____	45
 <b>TOTAL SCORE</b>	<input type="text"/>	<b>100</b>

REMARKS:

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## **APPENDIX I**

### **SUBMISSION CHECKLIST**

- Cover Letter
- References (3)
- Proof of Insurance
- Appendix B Proposal Questionnaire
- Appendix C General Information
- Appendix D Fee/Rate Proposal Form
- Appendix E Signed HUD Form 5369-C
- Appendix G Signed HUD Form 2992



APPENDIX J

"General Decision Number: TX20240012 01/05/2024

Superseded General Decision Number: TX20230012

State: Texas

Construction Type: Residential

Counties: Hardin, Jefferson and Orange Counties in Texas.

Residential Construction Projects consisting of single family homes and apartments up to and including 4 stories.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>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:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. 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.</li> </ul>
<p>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:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. 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 that contract in 2024.</li> </ul>



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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). 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 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.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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END OF GENERAL DECISION"