



SOLICITATION TYPE:	Request for Proposals (RFP)
DESCRIPTION:	Masonry Tuck-pointing Services
RFP NUMBER:	RFP# 17-R006
ISSUE DATE:	Wednesday, April 26, 2017
PRE-PROPOSAL CONFERENCE CALL:	Friday, May 12, 2017 10:00 AM ET Call in Number: 1-800-977-8002 Participants Code: 9950119#
PROPOSAL DUE DATE & TIME: <u>ONLINE UPLOAD ONLY:</u> Procurement and Contracts	Wednesday, May 24, 2017 3:00 PM ET Sherry Tobin Lucas Metropolitan Housing Authority (LMHA)
Online help video http://screencast.com/t/Y8FDSvVrno	
DIRECT INQUIRIES TO:	Craig Bartley Project Coordinator cbartley@lucasmha.org
SECTION 3 INQUIRIES:	Martice Bishop mbishop@lucasmha.org

Note: All inquiries must be received via email, no later than 12:00 P.M. Eastern Time Monday, May 15, 2017. All Proposals are subject to the Conditions, Instructions, Requirements and the Specifications attached hereto. These documents are available at web address:
www.lucasmha.org.

All proposers shall be required to meet the Affirmative Action requirements and Equal Employment Opportunity requirements as described in Executive Order #11246. Each proposer must ensure that all employees and applicants for employment are not discriminated against because of their race, color, religion, sex, military status, national origin, disability, pregnancy, genetic information, age, ancestry, religious creed, handicap or sexual orientation.

The responsibility for submitting a response to this RFP at the Lucas Metropolitan Housing Authority on or before the stated time and date will be solely and strictly the responsibility of the respondent.

RFP
REQUEST FOR PROPOSALS
#17-R006

Masonry Tuck-pointing Services



Prepared by: Lucas Metropolitan Housing Authority
435 Nebraska Avenue, Toledo, OH 43604
P.O. Box 477, Toledo, OH 43697-0477

Martin H. LaMar
President and Chief Executive Officer (CEO)

TABLE OF CONTENTS

REQUIREMENTS & SPECIFICATIONS	4
Project Overview:.....	4
GENERAL INFORMATION	8
Introduction	8
Vendor Disclosures	11
Conflict of Interest	11
Vendor Examination of the RFP	13
Changes to RFP	13
Availability of Funds.....	13
Non-Appropriation Clause	13
Termination.....	13
Holidays.....	14
TERMS & CONDITIONS	14
Type of Contract.....	14
Contract Period – Funding & Invoicing	14
Confidentiality & Security	15
SUBMITTING PROPOSALS	15
Preparation of Proposal	15
Proposal Cost	16
False or Misleading Statements.....	16
Vendor Representative’s Signature	16
Delivery of Proposals	16
Proposal Details	17
Acceptance and Rejection of Proposals.....	17
Withdrawal of Proposal	17
Evaluation and Award of Contract.....	17
Contractor Selections.....	19
EVALUATION CRITERIA.....	19
PROPOSAL FORMAT	21
TABLE OF CONTENTS	22
SECTION (A) – LETTER OF TRANSMITTAL	22
SECTION (B) – ORGANIZATION	22
SECTION (C) – STATEMENT OF QUALIFICATIONS AND EXPERIENCE	22
SECTION (D) – SUPPORTING MATERIALS.....	22
SECTION (E) – SCOPE OF SERVICES	22
SECTION (F) – COST PROPOSAL	22
SECTION (G) – MBE/WBE PARTICIPATION	23
SECTION (H) – REFERENCES	23
SECTION (J) – EXHIBITS	23
 PRICE PROPOSAL FORM.....	 26

REQUIREMENTS & SPECIFICATIONS

INTRODUCTION

Lucas Metropolitan Housing Authority (LMHA) is seeking proposals for all labor, material, transportation, equipment, tools, fuel, etc. required for one or more licensed entities to provide masonry tuck-pointing services. The rates provided by the offeror should be a flat rate inclusive of all fees, charges, administrative, insurance costs and any other costs involved in the fee. Additionally, LMHA will not provide for any costs incurred in the development of the quote offered.

The scope may include related work for other properties managed by LMHA.

LMHA intends to pre-qualify a number of firms based on the proposals submitted, and to designate individual firms for individual assignments, based on the firm's abilities and a satisfactory fee negotiation.

Successful firms will enter into a pre-qualified pool of firms on an IQC basis for a period of 1 year, with annual reviews, and possible renewals up to 4 subsequent one year periods.

SCOPE OF SERVICES TO BE PERFORMED

It is anticipated that the service will include:

PART 1 GENERAL

1.01 SUBMITTALS

- A. Product Information: Provide Data for masonry units, mortar, patching compound, sealants, and accessories.
- B. Samples: Colored mortar, for initial selection; Face Brick on selection boards or in straps of five or more bricks.

1.02 QUALITY

- A. Cleaned, repointed, and repaired work shall have a consistent appearance, blending with existing work to remain, when seen from a distance of 20 feet.
- B. All work shall comply with BIA, NCMA, MIA, and ACI standards and recommendations, as applicable.
- C. Mockups: Prepare mockups, when requested, to demonstrate aesthetic effects and set quality standards.
 - 1. Repointing: Rake out joints in an area approximately 36 inches high by 48 inches wide and repoint.
 - 2. Cleaning: Clean an area approximately 24 sq. ft. for each type of masonry and condition.

1.03 PROJECT CONDITIONS

- A. Comply with all manufacturer requirements for masonry restoration, repair, and cleaning materials.
- B. Proceed with work only when air temperature is predicted to stay above 40° F for at least 7 days.

PART 2 PRODUCTS

2.01 MASONRY MATERIALS

- A. Concrete masonry units shall comply with ASTM C 90, and shall have a minimum compressive strength on 2,150 psi.
- B. Face Brick shall comply with ASTM C 216; shall be Grade SW (Severe Weather).
 - 1. Compressive Strength: Minimum 4150 psi.
 - 2. Initial rate of Absorption: Less than 30 g/30 sq. in. per minute when tested per ASTM C 67.
 - 3. Efflorescence: Tested according to ASTM C 67, rated "not effloresced."
 - 4. Unless otherwise indicated, face brick shall match color range, texture, and size of existing adjacent brickwork.
 - 5. Provide 100 percent solid bricks where core holes or "frogs" could be exposed to view or weather and where sawing would result in sawed surfaces being exposed to view.

2.02 MORTAR MATERIALS

- A. Job Mixed Mortar, Type N:
 - 1. Portland cement complying with requirements of ASTM C 150, Type I or Type II.
 - 2. Hydrated lime complying with requirements of ASTM C 207, Type S.
 - 3. Sand complying with requirements of ASTM C 144.
 - a. Use type suitable for pointing.
 - 4. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes.
- B. Pre-Mixed Mortar, Type N:
 - 1. Pre-mixed cement-lime mixes may be used.
 - a. Mixes shall not contain Masonry Cement.
 - 2. Colored Cement Product: Packaged blend made from Portland cement and lime or mortar cement, and mortar pigments.
- C. Potable water.
- D. Mortar Color(s): Match Existing.

2.03 GROUT

- A. Grout for Unit Masonry: Comply with ASTM C 476, of type indicated in Table 1.15.1 in ACI 530.1/ASCE 6/TMS 602 (fine or course) for grout space and pour height.

2.04 PATCHING COMPOUND

- A. Use premanufactured cementitious patching compound, specifically produced for the purpose.

2.05 CEMENTITIOUS COATING

- A. Where masonry surfaces have an existing cementitious coating, apply a new coating to new work so as to provide a uniform and level surface.
- B. Basis-of-Design Product: BASF; Thoroseal Waterproof Cement-Based Coating, or approved equal.
 - 1. Color: Match existing, unless otherwise directed by Owner.

2.06 PRECAST UNITS

- B. Precast concrete units shall meet the requirements on the PCI Design Handbook, AWS D1.1 and D1.4.
 - 1. Precast units shall match, as closely as possible, existing sizes and finishes.
 - 2. All metal installation accessories to be Type 304 stainless steel, unless otherwise indicated.

2.07 MASONRY AND CONCRETE CLEANING

- A. Potable water.
- B. Stain Removal: Use materials and methods recommended in BIA Technical Notes #20 and NCMA TEK 08-02A (excepting paint removal), as applicable, unless otherwise approved/directed by Owner.

2.08 ACCESSORIES

- A. Plastic setting buttons and shims.
- B. Liquid masking material.
- C. Masking tape.
- D. Masonry Repair Anchors: Stainless steel.
- E. Sealant: Single-component, non-sag urethane sealant.
 - 1. Color: Match mortar or masonry, as appropriate.
 - 2. Provide backer rods and bond breaker tape as recommended by sealant manufacturer.
 - 2. Ground Mortar: Crushed and ground pointing mortar sand or salvaged existing mortar.

PART 3 EXECUTION

3.01 PREPARATION

- A. Comply with product manufacture's written instructions and recommendations.
- B. Protect surrounding surfaces from staining or other damage from materials being used.
- C. Keep wall area wet below rebuilding and pointing work, and immediately remove mortar in contact with exposed masonry and other surfaces.
- D. Remove anchors, brackets, nailers, and other items no longer in use.

3.02 MASONRY REPLACEMENT

- A. Remove and replace damaged or deteriorated masonry units.
- B. Where masonry units are to be removed, support all surrounding construction.

- C. Use setting buttons and/or shims to maintain joint widths to match existing construction.
- D. Tool mortar joints in repaired areas to match joints of surrounding masonry.

3.03 RE-ANCHORING VENEERS

- A. Install masonry repair anchors in horizontal mortar joints and according to manufacturer's written instructions. Install at not more than 16 inches o.c. vertically and 32 inches o.c. horizontally, unless otherwise directed.
- B. Recess anchors at least 5/8 inch from surface of mortar joint and fill recess with pointing mortar.

3.04 MASONRY PATCHING

- A. Unit masonry may be repaired rather than replace for the following defects:
 - 1. Holes.
 - 2. Chipped units.
- B. Remove all loose, soft, or otherwise unsatisfactory material before patching.
- C. Patch units in accordance with patching material manufacturer's requirements and recommendations.

3.05 CLEANING

- A. Use brushes, low-pressure spray, or other approved method to remove all loose material.
- B. Remove all stains that could interfere or show through finish coatings.
- C. Always use the gentlest method possible to accomplish the work.

3.06 REPOINTING

- A. Remove existing mortar and repoint joints as follows:
 - 1. Where mortar is missing, deteriorated, loose, or otherwise unsound.
 - 2. Where joints have cracked 1/16 inch or greater.
 - 3. Where joints have been previously repaired with materials other than mortar.
 - 4. Where joints are worn so as to be visually apparent from at least 20 feet away.
- C. Rake joints out to at least 1/2 inch in depth.
- D. Thoroughly clean and dampen joint surfaces prior to repointing.
- E. Tool to match surrounding joints.
- F. Pointing with Sealant (*Only in Approved Locations*):
 - 1. Remove mortar as indicated above.
 - 2. Prepare Joint as recommended by sealant manufacturer.
 - 3. Install backer rods or bond breaker tape as required.
 - 4. Fill joints to a depth equal to joint width, but not more than 1/2 inch or less than 1/4 inch.
 - 5. Immediately after first tooling, apply ground-mortar aggregate, gently pushing into the surface of sealant, and then retool.

3.07 CEMENTITIOUS COATING

- A. Apply a new coating to new work so as to provide a uniform and level surface, as recommended by coating manufacturer.

3.08 FINAL CLEANING

- A. Thoroughly clean masonry and surrounding surfaces.

DAVIS BACON APPLICABILITY

Depending on the site location and type of work being performed, Contractors may be required to adhere to the provisions of the Davis Bacon Act (DBA). As such, Contractors shall be required to pay applicable worker's prevailing wages for work performed at all applicable locations to include all public housing development locations for work that involves construction related tasks. Davis-Bacon prevailing wage report for Lucas County bricklayers is attached below.

Contractors are notified that LMHA expects (but does not guarantee) that all issued Task Orders may fall under the requirements of DBA. Upon the need for a Task Order, the Contractor shall be asked for a price proposal to include the current, applicable wage rates at that time and provide LMHA a Task Order quote. Once approved, the Contractor shall be required to submit Certified Payrolls (<https://www.dol.gov/whd/forms/wh347.pdf>) for all applicable workers (including all laborers and mechanics) during the Task Order contractual period.

GENERAL INFORMATION

Introduction

Lucas Metropolitan Housing Authority is a metropolitan housing authority organized and existing under the Ohio Revised Code Section 3735.27, et seq., and is governed by the U.S. Housing Act of 1937, as amended, and subject to regulation under Title 24 of the Code of Federal Regulation.

LMHA is governed by a five (5) person Board of Commissioners, appointed pursuant to the above - cited statute. The President and Chief Executive Officer controls the daily operations.

The mission of LMHA is that "Housing is vital to our past, present and future! We create quality housing opportunities and build communities through collaborative partnerships. While stimulating economic growth, we empower individuals and develop the neighborhoods of tomorrow for the people of today."

LMHA owns and manages approximately 2,760 public housing units and administers 4,391 federal Housing Choice rental assistance vouchers. The Housing Choice Voucher Program has achieved high performer status.

LMHA is committed to a goal of thirty-five percent of all contract funds being awarded to Minority Business Enterprises (MBE). The firms submitting proposals are encouraged to include MBE participation to the maximum extent possible.

Green Procurement

LMHA is committed to purchasing products and services that meet the local, state, and national environmental goals. Purchasing preference (whenever feasible) will be given to products that:

- Decrease greenhouse gas emissions or are made with renewable energy;
- Decrease the use of toxins detrimental to human health and to the environment;
- Contain the highest possible percentage of post-consumer recycled content (a finished material that would normally be thrown away as solid waste at the end of its life cycle, and does not include manufacturing or converting wastes);
- Limit air, land, and/or water pollution;
- Reduce the amount of waste they produce;
- Are reusable or contain reusable parts (rechargeable batteries, refillable pens, etc.); or
- Are multifunctional (i.e., scanner/copier/printers, multipurpose cleaners) and serve to decrease the total number of products purchased.

If feasible, preference will also be given to suppliers who offer environmentally preferable products, who work to exceed their environmental performance expectations, and who can show documentation of their supply-chain impacts.

LMHA hopes to engage producers and suppliers of products and services it uses to utilize business practices that reduce negative environmental impact.

OSHA Hazard Communication Standard

The Occupational Safety & Health Administration (OSHA) Hazard Communication Standard (29CFR 1910.1200) states that contractors/suppliers must be informed of the hazardous chemicals their employees may be exposed to while performing their work and any appropriate protective measures. In order to comply with this requirement, Lucas Metropolitan Housing Authority has developed a list of all the hazardous chemicals known to be present in our facility. A Safety Data Sheet (SDS) is also on file for each of the chemicals and / or hazardous substances. This information is available to you and to your employees upon request.

In order to protect the safety and health of our own employees, contractors/supplies must provide (upon request) a SDS on any hazardous chemical (s) or material (s) which they bring

into the facility. Failure to provide this information in a timely manner will result in the removal of the contractor/supplier from the premises.

Each employer is also responsible for notifying any subcontractor they employ regarding the requirements of OSHA Hazard Communication Standard and other provisions described in this notice.

Each contractor is responsible for identifying conditions where Personal Protection Equipment (PPE) is required, and they are to furnish the necessary filtering face pieces, gloves, masks, eye protection, coveralls, steel toed shoes or any other type of gear that will keep their employees safe from a hazardous condition.

AFFH Compliance

The parties agree to affirmatively further fair housing. For purposes of the AFFH rule, the duty to “affirmatively further fair housing” means taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.

LMHA Reservation of Rights

LMHA 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 the Agency to be in its best interests.
- Not to award a contract pursuant to this RFP.
- Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful bidder(s).
- Determine the days, hours and locations that the successful proposal(s) shall provide the services called for in this RFP and the right to increase or decrease sites and locations as LMHA desires.
- Retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without the written consent of LMHA.
- Negotiate the fees proposed by the bidder entity.
- 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.
- Have no obligation to compensate any bidder for any costs incurred in responding to this RFP.
- Make an award to multiple proposals (including joint ventures).
- Select a proposal(s) for specific purposes or for any combination of specific purposes
- To defer the selection and award of any proposer(s) to a time of the LMHA's choosing.
- 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. By accessing the nahro.economicengine.com Internet System (hereinafter, the “noted Internet System” or the “System”) and by downloading this document or by reviewing the RFP received via email, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform LMHA in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by LMHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve LMHA, but not the prospective proposer, of any responsibility pertaining to such issue.

Contractor Right to Debriefing and Protests

It is the LMHA's policy to resolve all procurement and contractual issues informally at the Authority level, without litigation. Disputes shall not be referred to HUD until all administrative remedies have been exhausted at the Authority level. HUD will only review protests in cases involving violations of Federal law or regulations or failure of the Authority to review a complaint or protest.

Any actual or prospective contractor may protest the solicitation or award of a contract only for serious violations of the principles of LMHA’s Statement of Procurement. All protests shall be in writing. If the protest is in regards to the solicitation, the notice of protest must be received prior to the solicitation deadline. If the protest is in regards to award, the notice of protest must be received within ten (10) business days after the issuance of the award notice. A written protest shall contain, at a minimum, the name, address and phone number of the protester; identification of the procurement, including solicitation or contract number; a statement of the reasons for the protest; supporting exhibits, evidence, or documents to substantiate any arguments; and the form of relief requested. The LMHA shall issue a decision as expeditiously as possible after receiving all relevant information requested.

Upon the conclusion of the solicitation period and issuance of the Award Notice, Offerors shall have the right to a debriefing. The request for a debriefing meeting must be made within ten (10) days of the date listed on the Award Notice. The debriefing meeting may be held either by phone or in-person at LMHA’s office. If the debriefing is in-person, travel expenses shall be the sole responsibility of the Offeror and not LMHA.

Vendor Disclosures

Vendor must provide disclosure of any pending or threatened court actions and/or claims against the Vendor. This information may not cause rejection of the proposal; but withholding the information may be cause to reject the proposal.

Conflict of Interest

No vendor will promise, or give to any LMHA employee anything of value that could influence that employee in their decision on awarding contracts. No vendor will try to influence an

employee of LMHA to violate any procurement policies of the agency, the Ohio Revised code, or Federal Procurement Regulations.

Proof of Insurance for Contractors and Vendors

Workers' Compensation:

1. LMHA requires that contractors and vendors supply LMHA with a current Workers' Compensation Certificate.
2. LMHA requires that the Workers' Compensation Certificate be valid for the term of the contract.
3. Contractors and vendors will immediately provide verification of coverage for the contract term.

General & Commercial Liability:

1. Contractor agrees to name **LMHA** as an **additional insured** on its general liability policy, which shall be primary to LMHA's general liability policy, and any other insurance policy as determined by LMHA that is relevant to the contract scope of work.
2. These policies shall also be primary to and non-contributory to LMHA's General Liability policy.
3. Contractors and subcontractors shall name LMHA as an additional insured on their General Liability policy, and any other insurance policy as determined by LMHA that is relevant to the contract scope of work.
4. Contractor and subcontractor shall indemnify LMHA, to the fullest extent provided by law, for any and all claims arising out of the contractor's and subcontractor's performance of this contract.
5. Contractor and subcontractor shall provide proof of General Liability insurance coverage with combined single limit for bodily injury and property damage not less than \$1million per occurrence.
6. LMHA reserves the right to request a copy of the contractor's and subcontractor's full insurance policies and applicable endorsements.
7. Contractors and subcontractors must maintain the insurance policies that were submitted during the entire length of the contract.

Insurance Automobile Liability:

Contractors and subcontractors shall provide proof of Automobile insurance of owned and non-owned vehicles used on the sites or in connection therewith for combined single limit for bodily injury and property damage not less than \$500,000 per occurrence.

Indemnity:

Contractors and vendors agree to indemnify LMHA, to the fullest extent provided by law, for any and all claims arising out of their performance of the contracts.

Processing:

LMHA's Manager of Procurement shall be responsible for obtaining proof of the listed above documents and ensuring that LMHA contracts have the appropriate indemnifications.

Vendor Examination of the RFP

Vendors are expected to be familiar with the entire RFP. The vendor is expected to respond to the RFP in a manner that makes it clear they understand and have responded to all sections of the RFP.

If a vendor discovers any mistakes or omissions in the RFP they must notify LMHA's Contact Person in writing. Clarifications and corrections will be sent to all vendors who have registered with the agency for the RFP.

Changes to RFP

LMHA may make changes to this RFP by addendum, which shall be posted at <https://nahro.economicengine.com>.

Availability of Funds

This RFP and all agency contracts are contingent upon the availability of funds. If, during the RFP process, funds are not available for the proposed services, the RFP process will be canceled. The vendor will be notified at the earliest possible time. LMHA is not required to compensate the vendor for any expenses incurred as a result of the RFP process.

Non-Appropriation Clause

The proposed services will be subject to termination in the subsequent fiscal years if the sufficient funds are not appropriated and budgeted or are not otherwise available to continue making payments for the equipment or other services performing similar functions and services.

Termination

LMHA reserves the right to terminate an agreement without prior notification for reasons it deems in the best interest of LMHA. If terminated, LMHA will notify the contractor of the termination in writing by certified mail, return receipt requested, and shall pay contractor for services rendered prior to contractor's receipt of the Notice of the Agreement Termination.

Holidays

LMHA recognizes the following holidays as vacation days for its employees:

New Year's Day	Columbus Day
Dr. Martin Luther King, Jr.'s Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day
	New Year's Eve

TERMS & CONDITIONS

The RFP and the commitments made in the selected proposal will be contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award.

Type of Contract

The evaluation of proposals submitted in response to this RFP may result in the issuance of a contract. The contract will incorporate the requirements of the RFP, the vendor's proposal, and all other agreements that may be reached.

The proposer shall be responsible for the execution of the project/program and contract requirements.

If subcontracting shall be involved in this contract the proposer shall clearly describe the responsibilities of each party and the assurances of the performance you offer. The successful vendor's proposal, this RFP, and other applicable addenda will become part of the final contract and will merge into the contract.

Contract Period – Funding & Invoicing

Contracts shall be for a one-year period with the option for four (4) additional one-year extensions solely at the discretion of the LMHA. Requests for payment shall be subject to the requirements of HUD 5370. LMHA payment terms are N30. Payment by LMHA is made within 30 days of receipt of invoices and any required documentation.

At Minimum, Invoices Require:

- Purchase Order Number
- Date of Service
- Property Name
- Service Address
- Description of Service(s) Provided
- Invoice Number
- Invoice Date

Additionally, all invoices require electronic submittals for approval. Please adhere to the below submission procedure.

- 1) View "Introduction to Vendor Portal Submission Form" at:
<http://screencast.com/t/Jw0rzi68ckp8> .
- 2) Submit invoices via following link and follow the instructions of preceding video:
<http://www.lucasmha.org/Procurement/tabid/59/Default.aspx>

Invoices not submitted as directed above will result in delay of payment.

Confidentiality & Security

Any vendor that has access to confidential information will be required to keep that information confidential.

SUBMITTING PROPOSALS

Preparation of Proposal

Proposals must provide a clear picture of the vendor's qualifications to provide the services required in the RFP. The vendor should respond to the RFP instructions and requirements. The proposal must include all costs that relate to the responses submitted.

All proposals become the property of LMHA to use. All proposals will be considered public information and will be open for inspection.

All Proposers will be evaluated on a point system for technical and price factors. Proposers shall submit, as a part of the proposal package, evidence of the following:

- Evidence of the proposer's experience in providing services to other public housing agencies or similar public entities as described herein.
- Proof of the proposer's qualifications to include copies of all licenses and certifications of staff that may be assigned to work for LMHA.

The Proposer is solely responsible for submitting all documentation to substantiate those items listed above. Failure to submit adequate documentation may result in a lower score or no points awarded for that item. Proposers are encouraged to expand on the information required.

Proposal Cost

The cost of creating proposals is the responsibility of the vendor and shall not be chargeable to LMHA. The vendor must guarantee the pricing listed in the proposal will remain in effect for a minimum of 365 days after the proposal submission date.

False or Misleading Statements

Proposals containing false or misleading statements may be rejected.

Vendor Representative's Signature

An officer of the Respondent, who is legally authorized to enter into a contractual relationship on behalf of the Respondent, must sign the submission package, and Respondent(s) must affix the organization's corporate seal to these documents. In the absence of a corporate seal, a Notary Public must notarize the submission package signature. The signature must indicate the title or position the individual holds in the vendor's organization.

Delivery of Proposals

**LMHA online
proposal upload
form**

An electronic PDF file is to be submitted to the attention of "Sherry Tobin, Manager, Procurement & Contracts". The file must be labeled with the Respondent's Name, RFP Title, RFP Number, and Due Date.

LMHA is seeking electronic submissions only. Contractor's shall click on **LMHA's Online Vendor Proposal Upload Form link** and upload required documents to complete timely submission for this RFP. Items requested must be received via this method. Failure to submit said documents by the stated deadline will make the Contractor ineligible for award.

The completed submission package must be received by the time and date listed on the cover of this RFP. Proposals received after the deadline will not be considered. Submissions delivered by any other method (to include U.S. Mail, courier or fax) will not be accepted.

All vendors must carefully review their final proposals. Once the file has been opened, proposals cannot be changed; with the exception that LMHA may request information or respond to inquiries for clarification purpose only.

All vendors submitting a proposal must agree to honor the terms and conditions contained herein for the life of the contract.

Proposal Details

The detailed proposal must include information as follows:

1. Submission Contents:

The proposal shall be paginated and divided into sections, as follows;

Section A – Letter of Transmittal

Section B – Organization

Section C – Statement of Qualifications and Experience

Section D – Supporting Materials

Section E – Scope of Services

Section F – Cost Proposal

Section G – MBE/WBE Participation

Section H – References

Section I – Exhibits

Acceptance and Rejection of Proposals

LMHA reserves the right to accept or reject any or all proposals, to take exception to the RFP specifications, or to waive any formality. Firms may be excluded from further consideration for failure to comply with the specifications of this RFP. The recommendation of LMHA staff, LMHA President and Chief Executive Officer, as well as LMHA's Board of Commissioners shall be final.

Withdrawal of Proposal

Proposals may be withdrawn by written request dispatched by the Respondent in time for delivery in the normal course of business prior to the proposal due date and time. Negligence on the part of the Respondent in preparing the required documents confers no right of withdrawal or modification of proposal data after such documents are opened.

Evaluation and Award of Contract

The Competitive Negotiation Process will be used to select the agreement award, beginning with the highest ranked firm. LMHA reserves the right to negotiate an agreement with individual (s), firm (s), or organization (s) that provide the greatest benefit to LMHA, not necessarily the lowest price. Firms in the competitive range may be required to be interviewed by the evaluation panel.

LMHA will select the respondent that is the most advantageous to LMHA based upon the evaluation criteria stated herein. LMHA reserves the right to negotiate price and other factors with any acceptable respondent.

LMHA reserves the right to waive any minor irregularity or technicalities in the proposals received. LMHA reserves the right to award without discussion (s) and may make an award to multiple vendors. The Request for Proposals selective process will involve the ranking of proposers by the appointed LMHA evaluation committee. Once the proposals have been

evaluated, LMHA will negotiate with the Respondent (s) who fall within the competitive range. Fees for these services will be a negotiation factor as well as any other relevant factor identified by the evaluation committee.

Preliminary Proposal Review

The review process will be conducted in two parts. The preliminary review will consist of a review to be sure the proposal meets the minimum requirements (and mandatory conditions) specified in the RFP. If they do not, they will be rejected.

Initial Review

Proposals in response to the RFP must meet the following requirements:

- **The proposal must be received electronically as indicated in the RFP no later than the time and date listed on the cover of this proposal.** Proposals not received at the designated address by the specified date will be rejected.
- Proposal signed by authorized vendor representative.
- Proposals that pass this initial review will be considered a valid proposal and will move on to the final review. Those that do not will be filed as rejected.

Final Review

- All valid proposals will be reviewed, evaluated, and rated by the Review Committee. The Review Committee will be composed of LMHA staff.
- The Review Committee will evaluate each proposal against the criteria in the RFP. During the review, the Committee may request additional information from the vendor. Such information requests and vendor's responses must always be in writing.
- All qualified proposals shall be reviewed by the Review Committee using the included evaluation criteria sheet. The number of evaluation points for each section varies according to the value assigned for that particular aspect of the program.

The Review Committee members may request information from sources other than the written proposal to evaluate vendor's programs. Other sources of information may include oral presentations by vendors, written responses to clarifying questions posed by the Review Committee, and vendor's history/experience in providing similar services.

Review Committee member rating sheets will be used to focus discussion. The final composite Evaluation Rating Sheet that includes the prioritized vendor's rankings will be maintained on file by LMHA. The end result of the review process is a prioritized list from best to least.

Written notification will be made to all vendors who submitted a proposal. In awarding the contract, LMHA's evaluation will include, but will not be limited to:

- Criteria for the Stage 1 review;
- Strength and stability of the vendor to provide the requested services;
- Ability to meet the project/program time lines;

- Overall responsiveness and completeness of the proposal as well as the likelihood that, in LMHA's opinion and at LMHA's discretion, the proposal best meets or exceeds LMHA's specifications;
- Scope of service being proposed;
- Customer references;
- Cost of proposed service;
- Any other factors considered relevant by LMHA and demonstrated by the proposal or investigation by LMHA; and
- Experience with a similar project/program of comparable size and scope

Responsive proposers will be notified of their non-selection after the preferred vendor is notified. If the successful vendor fails to execute the contract, LMHA may award the contract to another vendor whose proposal met the requirements of the RFP and any addenda. The period of time within which such an award of the contract may be made shall be subject to the written agreement between LMHA and the vendor.

Contractor Selections

LMHA reserves the right to make an award based solely on the respondent or to negotiate further with one or more contractors. The contractor selected for the award will be chosen on the basis of the greatest benefit to the Authority, not necessarily on the basis of the lowest price.

EVALUATION CRITERIA

The selective process will involve the ranking of proposals by the appointed LMHA evaluation committee.

Evaluation criteria to be used in reviewing proposals and their respective weights are as follows:

General Evaluation Criteria Point Value (Total: 100 Points Maximum)

Max Value	FACTOR DESCRIPTION
20	No. 1: Demonstrated Quality of Performance and Past Record of Professional Experience in undertaking assignments similar to those described in the Scope of Services.
20	No. 2: Completeness of Proposal and Demonstrated Grasp of Performance Expectations of services to be performed under Scope of Services.
40	No. 3: Proposed Costs to provide the services required.
20	No. 4: Qualifications of staff who will provide services, including licenses, client & business references and, demonstrated multi-family or housing experience.
Max Value 100	Total Points (Other than Section 3 Business Preference of Compliance Points)

Section 3 Business Concern Preference Point Value (Total: 15 Points Maximum)

Preference means, if at any time a contractor should bid or issue a response to a Request for Proposal (RFP) or Request for Qualifications (RFQ), and your price and qualifications or proposal are equal to any Non-Section 3 Business Concern, you will receive Preference in that contract award. Preference points shall be added to the total number of available rating points.

Reference chart below:

Max Value	SECTION 3 BUSINESS PREFERENCE PARTICIPATION FACTORS
15	Option 1: Resident-Owned Business Concern Entity – A Business Concern that is 51% or more owned by Section 3 Resident(s).
10	Option 2: A Business claiming Section 3 status, because at least 30% of their permanent full-time employees are Section 3 residents; or within three years of the date of employment with the business concern were Section 3 residents.
5	Option 3: HUD YouthBuild programs being carried out in the LMHA service area in which Section 3 covered assistance is expended.
3	Option 4: Business Concerns that provide evidence of a commitment to subcontract in excess of twenty-five percent (25%) of the dollar award to qualified business concerns that meet the qualifications set forth in options 1 and 2 above.
Max Value 15	Section 3 Business Preference Participation <u>Bonus</u> Points

OR

Non-Section 3 Business Concerns Compliance Requirements Point Value (Total: 15 Points Maximum)

Non-Section 3 Business Concerns are required by LMHA to remain compliant with Section 3 for the life of the proposed contract. In compliance with 24 CFR 135 (Appendix, Section III., Item 3, iv), contract awards in competitive bidding processes such as a Request for Proposal (RFP), Request for Qualifications (RFQ), or Invitation for Bids (IFB) shall be made to the responsible firm whose proposal is most advantageous with respect to Section 3.

The following are contractor compliance points applied when evaluating bids/proposals received as the result of a RFP, RFQ, or IFB selection. Compliance points shall be added to the total number of available rating points.

Compliance chart below:

Max Value	SECTION 3 COMPLIANCE OPTION SELECTION FACTORS
15	Option 1: Direct hiring of Section 3 residents. Supporting documentation required. (Certified Payroll)
10	Option 2: Joint venture with LMHA resident-owned business.
5	Option 3: Commitment to train Section 3 Residents.
3	Category 4: Contractor makes a contribution to the LMHA Section 3 Education Fund.
Max Value 15	Section 3 Compliance Option Selection <u>Bonus</u> Points

**Total Evaluation Criteria Point Value – General Evaluation Criteria AND Section 3 Bonus Points
(Total: 115 Points Maximum)**

PROPOSAL FORMAT

An electronic PDF file, properly indexed, complete with table of contents and clearly noted Sections; inclusive of an executive summary are to be submitted to the attention of “Sherry Tobin, Manager, Procurement & Contracts” via the instructions listed under “Delivery of Proposals” section of this RFP. The file must be labeled with the Respondent’s name, and RFP title, and RFP number.

To simplify the process for evaluating proposals, and to assure each proposal receives the same review; all proposals must be submitted electronically in the following format. Proposals must contain all the items listed here.

Proposals must be paginated and indexed corresponding to the following format and lettering:

TABLE OF CONTENTS

SECTION (A) – LETTER OF TRANSMITTAL

A letter of transmittal (preferably on letterhead) bearing the signature of an authorized representative of the firm and the name(s) of the individual(s) authorized to negotiate services and costs with LMHA. Authorized individual contact information, including phone number and email address shall be included within this letter.

SECTION (B) – ORGANIZATION

Information about the company: size, structure, history and any relevant certifications as a Minority-owned or Disadvantaged Business Enterprise

SECTION (C) – STATEMENT OF QUALIFICATIONS AND EXPERIENCE

1) The Offeror should describe the qualifications of staff to be assigned to the Project.

Descriptions should include:

- Project team make-up (only include resumes of staff to be assigned to the project.)
- Assigned Project Manager (the main liaison/contact person for LMHA)
- Overall supervision to be exercised (including if subcontractors will be used and in what capacity)
- Professional Licenses or credentials held by team members
- If any subcontractors are used, then all aforementioned information should be provided about each potential subcontractor.

2) Experience - List assignments within the past two (2) years that best demonstrate the proposer's competence to perform work similar to the required Scope of Services, including:

Description of project and key participants started and completed
A brief narrative of the project Contact Person

SECTION (D) – SUPPORTING MATERIALS

Provide materials that the proposer deems useful to further assist the Evaluation Panel in determining qualifications. Please provide a sample of your work including but not limited to sample reports, schedule, etc.

SECTION (E) – SCOPE OF SERVICES

State specifically your intended practices addressing the materials in the “Scope of Services.” Please cite previous examples of providing such services and your organization’s commitment to meeting or exceeding the expectations and duties set forth.

SECTION (F) – COST PROPOSAL

All submissions MUST include a fixed price for the services described in the scope of services (in addition to any other requested itemized costs). Complete the attached “Price Proposal Form” and submit under this section, Section F, within your proposal.

SECTION (G) – MBE/WBE PARTICIPATION

The proposal should include percentage participation of MBE/WBE of the firms that comprise the proposer's team. LMHA has established an administrative goal of 35% utilization of disadvantaged and historically underutilized businesses for performance of the work under this procurement.

SECTION (H) – REFERENCES

Contractors shall completely fill out the attached "Reference Release Form." Contractors shall provide a minimum of three (3) forms and sign the top of each, giving LMHA authorization to check their references. Contractors **MUST** sign the top of the form and completely fill in the section titled "REFERENCE" for a minimum of three (3) companies/organizations; therefore, a minimum of three (3) forms shall be placed under Section H by the Contractor. These forms shall be sent by LMHA via email or via fax to the Contractor's reference so that the Contractor's performance can be rated. If the Contractor has performed work for LMHA, only ONE (1) of the reference release forms may be addressed to an LMHA staff person.

SECTION (I) – EXHIBITS

(Exhibit 1) Complete and return Level of Interest Form at earliest opportunity.

(Exhibits 2-8) All other required information is set forth by each of the following exhibits.

Please index and label each exhibit individually as noted below **and** notarize if required.

(Other) **Any remaining attachments are for your information only and NOT to be returned.**

Exhibit (1) – Level of Interest Form (*Complete and return promptly*)

Exhibit (2) – Proposal Request Form

Exhibit (3) – Non-Collusive Affidavit and Disclosure Statement

Exhibit (4) – Contractor/Vendor Qualifications Statement

Exhibit (5) – Section 3 Forms (*Complete **and** notarize*)

Exhibit (6) – Contractor's Certificate Concerning Equal Employment Opportunities

Exhibit (7) – Reference Release Forms (Complete the top portion and the section titled "Reference" for **each** reference. A minimum of 3 forms **MUST** be placed under Section H)

Exhibit (8) HUD Form 5369 A Representations, Certifications of Bidders

Attachment A- HUD Form 5369 B Instructions to Offerors for Non-Construction

Attachment B – HUD Form 5370-C/ General Conditions for Non-Construction Contracts (Part I & II)

Attachment C - Davis-Bacon OH109 Building and OH33 Residential Construction Types



Lucas Metropolitan Housing Authority
435 Nebraska Avenue, PO Box 477
Toledo, Ohio 43697-0477
419-259-9400 Fax 419-259-9494
TDD 419-259-9529
www.lucasmha.org

LEVEL OF INTEREST
Masonry Tuck-pointing Services - Request for Proposals

RFP #17-R006

GAUGE LEVEL OF INTEREST: So that we may gauge the level of interest in this Request for Proposal; if you have not previously done so, please advise us as to whether, or not, you anticipate delivering to us a submittal in response to this RFP. Please complete information below and ***return via email or fax (stobin@lucasmha.org or 419-259-9494).***

Thank you for your interest in doing business with the LMHA and we look forward to receiving a submission from your company.

Sherry Tobin
Procurement Manager

ACKNOWLEDGEMENT:

- Will Submit
— No Submission At This Time Due To:

- ☐ I cannot comply with Specifications
☐ I cannot meet delivery requirements
☐ Other: _____

- I do desire to be considered on future procurement contact lists. I have registered with your Vendor Registration List at the LMHA website ("Procurement"; then "Vendor Registration")
— I do NOT desire to be considered on future procurement contact lists

Authorized Signature

Date

Company

Printed Name

E-Mail Address



Lucas Metropolitan Housing Authority
435 Nebraska Avenue, PO Box 477
Toledo, Ohio 43697-0477
419-259-9400 Fax 419-259-9494
TDD 419-259-9529
www.lucasmha.org

Price Proposal Form

Offeror: _____ _____ _____	Terms: N30 Proposal Expiration Date: _____
---	---

To Whom It May Concern:

We are currently developing a program of vendor sources. Therefore, we would appreciate a proposal from you on the service listed within the Request for Proposals (RFP) #17-R006 / Masonry Tuck-pointing Services. Please forward this Price Proposal Form and all required documentation requested via the instructions listed under "Delivery of Proposals" section of this RFP. Use an additional sheet if necessary. Indicate when your price proposal shall expire.

Thank you,

Sherry Tobin
Procurement Manager
Lucas Metropolitan Housing Authority
stobin@lucasmha.org

Price Proposal Form

Schedule of Services	Rates
Re-pointing CMU (Concrete Masonry Unit) or Brick – Lineal foot to nearest inch	
Re-pointing brick – per square footage	
Concrete Caps – Lineal foot to nearest inch	
Hourly rate under \$2000	
Hourly rate for Davis-Bacon Residential OH33	
Hourly rate for Davis-Bacon Building OH109	
Equipment Expense - Scaffolding as needed – Identify height determination where applicable	
Equipment Expense – Tow Behind or Drive Around Lift as needed – Identify height determination where applicable	
Subcontracting any portion of the Schedule of Services is allowed; however, Proposer shall provide details on the role any subcontractor that will be used.	
Please use an additional sheet if necessary.	

Company Name: _____

Federal I.D. # _____ Phone #: _____ Date: _____

Authorized Signature: _____

Title: _____

Email: _____

AFFIDAVIT

My Commission expires_____.

Contractor/Vendor Qualification Statement

(Page 1 of 2)

(1) Prime ____ Sub-contractor ____ (This form must be completed by and for each).

(2) Name of Firm: _____ Telephone: _____ Fax: _____

(3) Street Address, City, State, Zip: _____

(4) Please attached a brief biography/resume of the company, including the following information:
 (a) Year Firm Established; (b) Year Firm Established in [JURISDICTION]; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (submit a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project. (Do not duplicate any resumes required above):

NAME	TITLE

(7) Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

☐ Caucasian ☐ Public-Held ☐ Government ☐ Non-Profit
 American (Male) Corporation Agency Organization
 _____% _____% _____% _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

☐ Resident- ☐ African ☐ **Native ☐ Hispanic ☐ Asian/Pacific ☐ Hasidic ☐ Asian/Indian
 Owned* American American American American Jew American
 _____% _____% _____% _____% _____% _____% _____%

☐ Woman-Owned ☐ Woman-Owned ☐ Disabled ☐ Other (Specify):
 (MBE) (Caucasian) Veteran
 _____% _____% _____% _____%

WMBE
 Certified
 by

Number:
 (Agency):

(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE - ENTER IF AVAILABLE)

Signature _____ Date _____ Printed Name _____ Company _____

Contractor/Vendor Qualification Statement
(Page 2 of 2)

- (8) Federal Tax ID No.: _____
- (9) [APPROPRIATE JURISDICTION] Business License No.: _____
- (10) State of _____ License Type and No.: _____
- (11) Worker's Compensation Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____
- (12) General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____
- (13) Professional Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____
- (14) 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 _____, or any local government agency within or without the State of _____? Yes ☐ No ☐
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes ☐ No ☐
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (16) 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 proposing, 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 HA or any person interested in the proposed contract; and that all statements in said proposal are true.
- (17) Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

Signature Date Printed Name Company

SECTION 3 SOLICITATION INSTRUCTIONS

Overview

Lucas Metropolitan Housing Authority's Section 3 policy requires that when the Section 3 regulation is triggered by a need for new hires (whether individual employees, contractors or sub-contractors), or training, every effort within the contractor's disposal must be made to the greatest extent feasible to offer available employment, training and contracting opportunities to its residents based on resident categories.

Instructions:

All general contractors, primes and subcontractors **MUST** complete either form **A, B, or C**. Subcontractors **MUST** submit their completed forms to the general contractor or prime.

SECTION 3 BUSINESS CONCERNS:

Section 3 Business Concerns requesting preference **MUST** submit the Section 3 Business Concern Preference Form (**A**), with the bid, offer, or proposal.

NON-SECTION 3 BUSINESS CONCERNS:

Non-Section 3 Business Concerns who trigger the Section 3 regulation by doing subcontracting, hiring or training **MUST** submit the Non-Section 3 Business Concern Compliance Option Form (**B**), with the bid, offer, or proposal.

NOT TRIGGERING THE SECTION 3 REGULATION:

Not triggering the Section 3 regulation means that your business does not anticipate the following:

- I do not anticipate any new hires or training on this contract; and
- I do not anticipate any new contracting by my firm on this contract.

Businesses who do not anticipate triggering the Section 3 regulation **MUST** submit the Non-Trigger Section 3 Regulation Affidavit Form (**C**).

Complete only one (1) Form



**SECTION 3 BUSINESS CONCERN
PREFERENCE OPTION FORM**

I am certifying as a **Section 3 Business Concern** and requesting Preference accordingly. *I have selected **ONE** of the following preference options that best defines my business:*

OPTION #	Form A OPTION DESCRIPTION	INITIAL
Option 1 SECTION 3 BUSINESS CONCERN PREFERENCE	<p>_____ A business claiming status as a Section 3 Resident-Owned Business (ROB) entity because it is 51% or more owned and controlled by public housing residents.</p> <p>or</p> <p>_____ A business claiming Section 3 status because it is 51% or more owned by Section 3 residents.</p> <p>ATTACH COPY OF ROB OR SECTION 3 BUSINESS CONCERN CERTIFICATION LETTER ISSUED BY LMHA.</p>	
Option 2 30% + WORKFORCE PREFERENCE	<p>A business claiming Section 3 status, because at least 30% of their permanent full-time employees are Section 3 residents or within three years of the date of employment with the business concern were Section 3 residents.</p> <p>I anticipate my total number of employees for this contract to be _____ and _____ will be qualified Section 3.</p>	
Option 3 YOUTHBUILD PREFERENCE	<p>HUD Youthbuild programs being carried out in the LMHA service area in which Section 3 covered assistance is expended.</p>	
Option 4 25% SUBCONTRACTING PREFERENCE	<p>A business claiming Section 3 status by subcontracting 25% of the dollar award of all subcontracts to qualified Section 3 Business Concern (s):</p> <p><input type="checkbox"/> Provide a list of intended subcontracts to Section 3 businesses and each subcontract amount.</p> <p><input type="checkbox"/> Provide certification & all supporting documentation for each planned Section 3 business subcontract.</p>	

I certify that the information provided is true and accurate and agree to provide upon request, documents verifying Section 3 compliance.

Company Name: _____ Company Address: _____

Name: _____ Title: _____

Type of Business (Check One): ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other

Location of Work Being Performed: _____

Signature: _____ Date: _____

Notary Signature and Seal: _____ Date: _____



Lucas Metropolitan Housing Authority

NON-SECTION 3 BUSINESS CONCERN COMPLIANCE OPTION FORM

Non-Section 3 Business Concerns who trigger the Section 3 regulation by subcontracting, hiring or training, **must select ONE of the following compliance options:**

OPTION #	Form B OPTION DESCRIPTION	INITIAL
Option 1 COMMITMENT TO HIRE SECTION 3 RESIDENTS	<p>I commit to hiring and maintaining throughout the life of any contract awarded as part of this solicitation (including changes or modifications). Only if no Category 1 Residents can be secured, the contractor may hire from Category 2, Category 3 or Category 4 in that order. Sufficient justification will be required as to why no Category 1 Resident(s) could be hired. ___New Hires are required for this contract as authorized by LMHA.</p> <p>Check all activities/methods you will employ to secure Section 3 residents:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Conduct an on-site application and interviewing session at the LMHA <input type="checkbox"/> Refer to the Section 3 database of employment ready Section 3 residents <input type="checkbox"/> Distribute flyers to LMHA public housing developments <input type="checkbox"/> Employ Section 3 residents at 30% of the aggregate number of new hires* Required <input type="checkbox"/> Post signs at the entrance to the job site that it is a Section 3 covered project <input type="checkbox"/> Run multiple advertisements in the local paper announcing the hiring opportunities 	
Option 2 JOINT VENTURE WITH A LMHA RESIDENT OWNED BUSINESS	<p>An association of Business Concerns, one of which qualifies as a Section 3 Business Concern, formed by a writ- ten joint venture agreement to engage in and carry out a specific business venture. The Section 3 Business Concern must be responsible for a clearly defined portion of the work to be performed, hold management re- sponsibilities in the joint venture, perform at least 25% of the of the work and is contractually entitled to com- pensation proportionate to its work.</p>	
Option 3 COMMITMENT TO TRAIN SECTION 3 RESIDENTS	<p>I will commit to funding, from my contract, a qualified Section 3 training in place of Employment or Contracting in the amount of 3% or more of my total contract award as required by the authority's policy. That training will be commenced within thirty to forty-five (30-45) days of my contract start. My training will be:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Employment Readiness Related Training - 40 hours Classroom for up to _____ residents <input type="checkbox"/> Employment Skills w/Readiness-Classroom Only 80 - hours Classroom for up to _____ residents <input type="checkbox"/> Employment Skills w/Readiness-Classroom and Job Site for a minimum of _____ residents <input type="checkbox"/> Other: _____ (Contractor understands that if Job Site training is completed by having the trainee complete work comparable to HUD defined employment categories, then the trainees must be paid Davis-Bacon wages and covered under their workers' compensation insurance) 	
Option 4 COMMITMENT TO EDUCATION FUND	<p>I will provide payment to the Lucas Metropolitan Housing Authority equal to three percent (3%) of my total contract award to assist the authority in facilitating employment related training.</p> <p>Method of payment:</p> <ul style="list-style-type: none"> • If my contract is a "Firm Fixed Contract", I will provide a single payment in the amount of 3%. The payment will be payable from the first payment issued on the contract. • If my contract is an "Indefinite Quantity Contract", a 3% contribution will be deducted from each invoice submitted by my company/firm for this contract. <p>I further agree that if there are any increases to the value of my contract, I will make additional payments to this fund that will maintain the listed percentage level at all times including any final incentives or additional payments. The authority will be fully responsible for soliciting, managing and paying for the selected training services under this part and I will have fully met my obligation to comply with the Section 3 regulation. If for entire Contract Value please explain.</p>	

I certify that the information provided is true and accurate and agree to provide upon request, documents verifying Section 3 compliance.

Company Name: _____ Company Address: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Notary Signature and Seal: _____ Date: _____



NON-TRIGGER SECTION 3 REGULATION AFFIDAVIT

Form C

If Contractor **does not** anticipate triggering the Section 3 regulation, check the box below.

Not triggering the Section 3 regulation means that your business does not anticipate the following:

- ☐ I do not anticipate any training, new hires, or new contracting by my firm on this contract.

I certify that the information provided is true and accurate and agree to provide upon request, documents verifying Section 3 compliance.

Company Name: _____ Company Address: _____

Name: _____ Title: _____

Type of Business (Check One): ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other

Location of Work Being Performed: _____

Signature: _____ Date: _____

Notary Signature and Seal: _____ Date: _____

Company: _____

Company: _____

Company: _____

[illegible]

LUCAS METROPOLITAN HOUSING AUTHORITY

I attest that the above information is true and correct.

Print Name

Title

Date

Signature

(STATE OF OHIO

_____ COUNTY)

I, the undersigned authority, A Notary Public in and for said County in said State, hereby certify that,
_____, whose name as _____ of _____ is
signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the
contents of the foregoing conveyance, he/she in his/her capacity as _____, and with
full authority, executed the same voluntarily for and as the act of said Business entity.

Given under my hand and official seal, this ____ day of _____, 20 ____.

Notary Public

My commission Expires

LUCAS METROPOLITAN HOUSING AUTHORITY
Reference Release Form

I, being _____ of _____
give LMHA authorization to check our company's previous performance.

AUTHORIZING SIGNATURE: _____

REFERENCE

COMPANY NAME:

COMPANY ADDRESS:

CONTACT PERSON:

PHONE/FAX NUMBERS/EMAIL ADDRESS:

PROJECT NAME AND/OR REFERENCE NUMBER:

BELOW SECTION TO BE COMPLETED BY REFERENCE

TECHNICAL PERFORMANCE

FACTORS/RATINGS	"PLUS" (6)	"EXCELLENT" (5)	"GOOD" (4)	"FAIR" (3)	"POOR" (2)	"UNSATISFACTORY" (1)	NOT APPLICABLE (N/A)
Completion of major tasks/ milestones/ deliverables on schedule.							
Responsiveness to changes in technical direction.							
Ability to identify risk factors and alternatives for alleviating risk.							
Ability to identify and solve problems expeditiously.							
Ability to employ standard tools/methods.							

MANAGEMENT PERFORMANCE

FACTORS/RATINGS	"PLUS" (6)	"EXCELLENT" (5)	"GOOD" (4)	"FAIR" (3)	"POOR" (2)	"UNSATISFACTORY" (1)	NOT APPLICABLE (N/A)
Overall communication with staff.							
Effectiveness and reliability of Contractor's Key Personnel							
Ability to manage multiple and diverse projects/tasks from planning through execution.							
Ability to effectively manage subcontractors.							
Ability to accurately estimate and control cost to complete tasks.							
Overall performance in planning, scheduling, and monitoring.							
Use of management tools (e.g. cost/schedule, task management tools).							

CUSTOMER SATISFACTION

FACTORS/RATINGS	"PLUS" (6)	"EXCELLENT" (5)	"GOOD" (4)	"FAIR" (3)	"POOR" (2)	"UNSATISFACTORY" (1)	NOT APPLICABLE (N/A)
How would you rate the Contractor's overall technical performance on this contract/order?							
How would you rate the Contractor's overall management performance on this contract/order?							
How would you rate the Contractor's ability to be cooperative, business-like and concerned with the interests of the customer?							

Total Dollar Amount of Contract:

Description of Work Performed By Contractor:

Additional Comments:

Would you use Contractor again?

_____ Y

_____ N

Signature and Title of Respondent:

General Decision Number: OH170109 04/21/2017 OH109

Superseded General Decision Number: OH20160109

State: Ohio

Construction Type: Building

County: Lucas County in Ohio.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	02/03/2017
2	04/21/2017

ASBE0045-004 07/03/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 30.50	25.05

* BROH0003-006 07/01/2016

	Rates	Fringes
BRICKLAYER.....	\$ 29.25	18.59
TERRAZZO WORKER/SETTER.....	\$ 30.67	13.04
TILE FINISHER.....	\$ 25.43	9.00
TILE SETTER.....	\$ 30.67	13.04

CARP0248-010 05/01/2014

	Rates	Fringes
CARPENTER (Drywall Hanging and Metal Stud Installation Only).....	\$ 28.22	17.77

CARP0351-002 05/01/2014

	Rates	Fringes
CARPENTER (Excluding Drywall Hanging and Metal Stud Installation).....	\$ 28.22	17.17

ELEC0008-015 05/23/2016		
	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 37.36	4.5%+18.63

ELEC0008-016 04/27/2015		
	Rates	Fringes
ELECTRICIAN: CABLE PULLER (Voice/Data/Video).....	\$ 12.00	4.5%+2.66

ELEC0008-017 04/25/2016		
	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 27.08	4.5%+12.49

ENGI0018-048 06/01/2016		
	Rates	Fringes
POWER EQUIPMENT OPERATOR Backhoe/Excavator/Trackhoe; Crane.....	\$ 34.59	14.41

ENGI0066-045 06/01/2014		
	Rates	Fringes
POWER EQUIPMENT OPERATOR Forklift.....	\$ 27.91	17.51
Grader/Blade.....	\$ 31.02	17.51
Mechanic.....	\$ 31.52	17.51

IRON0044-020 06/01/2016		
	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 26.47	20.20

IRON0055-012 07/01/2015		
	Rates	Fringes
IRONWORKER, STRUCTURAL (Including Metal Building		

Structural Frame Installation)...	\$ 29.12	21.47
-----------------------------------	----------	-------

LABO0500-005 07/01/2016

Rates	Fringes
-------	---------

LABORER

Common or General; Mason

Tender - Cement/Concrete....	\$ 24.88	13.15
------------------------------	----------	-------

PAIN0007-004 07/01/2016

Rates	Fringes
-------	---------

PAINTER

Brush and Roller.....	\$ 25.22	15.21
-----------------------	----------	-------

Fireproofers.....	\$ 26.22	15.21
-------------------	----------	-------

Spray.....	\$ 25.92	15.21
------------	----------	-------

PAIN0948-002 07/01/2016

Rates	Fringes
-------	---------

GLAZIER.....	\$ 27.73	14.14
--------------	----------	-------

PLAS0179-002 06/01/2016

Rates	Fringes
-------	---------

PLASTERER.....	\$ 26.65	14.96
----------------	----------	-------

PLAS0886-002 07/01/2016

Rates	Fringes
-------	---------

CEMENT MASON/CONCRETE FINISHER...	\$ 28.08	19.40
-----------------------------------	----------	-------

PLAS0886-008 07/11/2016

Rates	Fringes
-------	---------

PAINTER: Drywall

Finishing/Taping Only.....	\$ 27.81	17.20
----------------------------	----------	-------

PLUM0050-013 07/04/2016

Rates	Fringes
-------	---------

PIPEFITTER (Includes HVAC

Pipe Installation).....	\$ 40.00	24.36
-------------------------	----------	-------

PLUMBER (Excludes HVAC Pipe

Installation).....	\$ 40.00	24.36
--------------------	----------	-------

ROOF0134-006 07/01/2013

Rates	Fringes
-------	---------

ROOFER.....	\$ 24.46	16.87
-------------	----------	-------

SFOH0669-009 04/01/2016

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 35.08	19.99

SHEE0033-048 07/01/2016

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 31.49	28.18

* UAVG-OH-0021 01/01/2017

	Rates	Fringes
OPERATOR: Oiler.....	\$ 26.24	15.43

SUOH2012-090 08/29/2014

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 28.11	17.83
LABORER: Mason Tender - Brick...	\$ 18.39	11.04
LABORER: Pipelayer.....	\$ 23.98	8.58
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 30.26	12.58
OPERATOR: Bulldozer.....	\$ 28.07	11.15
OPERATOR: Loader.....	\$ 29.66	12.61
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 30.28	13.29
OPERATOR: Roller.....	\$ 28.83	12.72
TRUCK DRIVER: Dump (All Types)...	\$ 24.32	11.73

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

=====
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 www.dol.gov/whd/govcontracts.

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

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.

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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.

=====

END OF GENERAL DECISION

General Decision Number: OH170033 01/06/2017 OH33

Superseded General Decision Number: OH20160033

State: Ohio

Construction Type: Residential

County: Lucas County in Ohio.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 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 calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

ELEC0008-013 05/23/2016

	Rates	Fringes
ELECTRICIAN.....	\$ 24.10	4%+11.44

ENGI0018-029 06/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Bulldozer).....	\$ 34.47	14.41

ENGI0066-026 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR Crane.....	\$ 20.87	17.51

LABO0265-004 06/01/2016

	Rates	Fringes
LABORER (Mason Tender-Brick).....	\$ 20.40	12.4

PAIN0707-001 05/01/2012

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 22.34	11.74

PLAS0109-006 06/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 27.54	18.45

* SHEE0033-039 07/01/2016

	Rates	Fringes
SHEET METAL WORKER (HVAC DUCT & UNIT INSTALLATION).....	\$ 18.41	10.87

SUOH2012-011 07/20/2012

	Rates	Fringes
BRICKLAYER.....	\$ 28.40	11.78
CARPENTER.....	\$ 19.03	10.14
LABORER: Common or General.....	\$ 27.58	10.20
OPERATOR: Backhoe/Excavator.....	\$ 25.25	9.38
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 29.49	11.16
PLUMBER.....	\$ 20.00	5.52
ROOFER.....	\$ 16.85	3.83

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

=====

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 www.dol.gov/whd/govcontracts.

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

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.

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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.

=====

END OF GENERAL DECISION



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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Instructions to Offerors Non-Construction

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



- 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:]

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. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – 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

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

- (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

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.