

REQUEST FOR PROPOSALS – (RFP) 2023-005

PAINT SUPPLIES

The Jackson Housing Authority (JHA) is soliciting bids/proposals from qualified firms for the sale and delivery of **Paint Supplies**. The RFP package, which contains the general scope of services, and submission requirement, is available by downloading the package from JHA website at: www.jacksonha.com or copies may be picked up in person at JHA administrative office. All bids/proposals shall be delivered to the JHA Administrative office at 125 Preston Street, Jackson, TN. 38301, by 11:00 a.m. local time (CST), Wednesday Sept 27, 2023.

JACKSON HOUSING AUTHORITY
REQUEST FOR PROPOSAL – (RFP 2023-005)

PAINT SUPPLIES 2023-25

At

125 PRESTON STREET
JACKSON, TENNESSEE, 38301

BID SUBMISSION DEADLINE

Date: Wednesday September 27, 2023
Time: 11:00 a.m. Local Time (CST)

BID SUBMISSION ADDRESS

Jackson Housing Authority
125 Preston Street
Jackson, TN. 38301

ADVERTISEMENT FOR BID

The Jackson Housing Authority, at 125 Preston Street, Jackson, Tennessee, 38301, will be receiving bids for the sale and deliver "**PAINT SUPPLIES**" to the Jackson Housing Authority. As a part of the contract the bidder shall furnish all labor, materials, and transportation to accomplish the sale and delivery of ordered goods as herein listed terms and prices.

All bids shall be turned in to said JHA office or mailed to said office (to arrive before the required time) before 11:00 a.m. local time, September 27, 2023, any bids turned in after this time will not be eligible or accepted.

Copies of bid documents be obtained at no cost by:

1. Visiting the JHA website at: www.jacksonha.com and download the package.
2. Requesting via email to rveroneau@jacksonha.com
3. Copies may also be picked up in person at Jackson Housing Authority, 125 Preston Street, Jackson, TN. 38301.

All bidders must be a registered business approved in the local governing area serving Jackson, Tennessee. Businesses shall be in good standing with the local authorities with no outstanding violations or be on the Federal Debarred list. No bid will be opened unless the outside of the sealed envelope, containing the bid, has written on it the following information: the name of the Contract being bid, bid date and the turn in time, Bidder's Name, address, telephone number, Bidder's license number and the date of licenses expiration.

Proof of insurance shall be enclosed with the bid as specified herein, or a statement from your insurance provider that you are eligible to get the insurance once it is known that you are the qualified bidder, at which time an insurance certificate will be required.

Attention is called to the fact that not less than the minimum salaries and wages set forth in the Contract Document must be paid on this contract.

The Contract will be subject to the "Section 3" Clause, see Document 00715 - General Conditions, Article 40, calling for utilization of low-income businesses and individuals from the project area where feasible.

Bidders must comply with the **President's Executive Order Nos. 11246, and 11375**, which prohibit discrimination in employment regarding race, creed, color, sex, or national origin.

Bidders must comply with **Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, and the Contract Work Hour Standard Act.**

Bidders must certify that they do not, and will not, maintain or provide for their employees any facilities that are segregated on a basis of race, color, creed, sex, or national origin.

Attention is called to the goals and timetables for minority and female participation.

The right is reserved to reject any or all bids or to waive any informalities in the bidding.

No Bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

Attention is called to the fact that The Jackson Housing Authority is not an Indian Housing Authority.

END OF DOCUMENT
A-002

DOCUMENT
CONTRACTOR'S PROPOSAL
PAINT SUPPLIES 2023-25

**THE JACKSON HOUSING AUTHORITY,
JACKSON, TENNESSEE**

DATE: _____

**PLACE: Jackson Housing Authority
125 Preston Street
Jackson, Tennessee**

Proposal of _____

(Hereinafter called "Bidder"),

a. _____

Corporation/Partnership/Individual doing business as _____

TO: Jackson Housing Authority

The Bidder, in compliance with the advertisement for Bids for an annual Contract for the sale of "**Paint Supplies**" to the JHA, Jackson, Tennessee, the supplier having examined the Specifications with related documents, the proposed work and being familiar with all of the conditions surrounding the proposed use said products, hereby proposes to furnish all labor, materials, fees, permits, insurance and supplies, to fulfill the product orders as requested by the JHA; and deliver to the JHA office at 125 Preston Street at the prices listed herein. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this Contract to provide Paint Supplies as specified in writing in this Contract and to fully complete the work of delivery of supplies within five (5) calendar days as stipulated herein. **The term of this Contract shall be for two years.** A third year can be added with the agreement of both parties.

Bidder acknowledges receipt of the following Addenda:

All unit prices must be filled in if they are on the Bid Form. In the event that adjustment of quantities is required during the project, these unit prices will govern. In the event that the bid price for a bid item is not correctly extended (i.e., quantity times unit price equals total, the unit price will be used to adjust the bid and the total column will be adjusted accordingly. Where no unit prices exist, changes will be made in accordance with Documents B.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

Contractor's Representative Signature

BID SPECIFICATIONS PAINT SUPPLIES

Jackson Housing Authority

1.0 Advertisement

- 1.1** The Jackson Housing Authority is hereby soliciting bids from qualified Bidders for the furnishing and delivery of PAINT SUPPLIES to the JHA at 125 Preston Street, Jackson, TN 38301. Sealed Bids will be accepted until 11:00 a.m. local time, on September 27, 2023, and no bid will be accepted after this time.
 - 1.2** Verbal solicitations will be made, and sealed Bids only will be accepted. All Bidders shall be considered on Price, Qualifications, Work History, and Availability.
 - 1.3** Contractors may contact Misty Gordon at the Jackson Housing Authority for questions and job site inspections. The telephone number is. 731-422-1671 ext. 103.
 - 1.4** The Authority reserves the right to accept or reject any or all bids, to waive technicalities and to award the contract in the best interest of the Jackson Housing Authority.
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BID FORM
Jackson Housing Authority

2.0 PAINT SUPPLIES

FROM: _____

Gentlemen:

- 2.1** Having carefully examined the Bid Specifications "PAINT SUPPLIES" contract for The Jackson Housing Authority and Addendum (a) No: _____ as well as the premises and conditions affecting the work, the undersigned hereby proposes to furnish all labor all materials and other services as necessary to satisfy the requirements of the Bid Specifications at the following unit prices.

Unit Price Bid: The Unit Prices listed in this Bid shall include all work required to accomplish all the work required as described herein to prepare and deliver all orders.

BID
PAINT SUPPLIES
AT

The Jackson Housing Authority

<u>Part#</u>	<u>Description</u>	<u>approximant</u>	<u>unit</u>
		Qty. Used	Price
		. Annually.	

0806103	Chrome Aluminum Acrylic Rust Control interior/exterior, 12 oz aerosol Can	48 cans	
0806010	Varnish, Oil Base, clear, 1 QT. cans Sherwin Williams #91	15 cans	
0806040	Deglosser, interior/ exterior, 32 oz container E-Z Paint Deelossor	15 cans	
0806001	Thinner, E-Z Paint Thinner,! Gallon cans	45 gallons	
0804001	Siliconized Acrylic Latex Caulking, color white 10.5 oz tnbe, 10 yr. warranty Sherwin Williams # C 850	120 tubes	
0804002	Siliconized Acrylic Latex Caulking, color bronze 10.5 oz tnbe, 10 yr. warranty Sherwin Williams # C 930	36 tubes	
0804003	Siliconized Acrylic Latex Sealant & Caulk, color clear, Weight per gallon 13lbs Solids by weight 80% Slump max 0.1% Meets or exceeds ASTM C-834 Container size 10.3 g tube	24 tnbes	
0801004	Industrial Enamel, Alkyd, Gloss, color Tundra Sheen 79-85 @ 60degrees Coverage 400 sq. ft. Dry Time 2-3 hr Recoat 12hr Percent by Weight 64% Percent Solids 44% Application brush, roller or spray Container lea!	10 gallons	
0801005	Primer, Stain Block, 1-gallon containers Color Oyster White	200 gal	

Part#	Description	approximant Qty. Used Annually	unit Price
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0801006	Industrial Enamel, Alkyd, Gloss, color Bronze Sheen Coverage 79-85 @60degrees Dry Time 400 sq. ft. Recoat 2-3 hr Percent by Weight 12 hr Percent Solids 64% Application 44% Container brush, roller or spray 1 gal	48 gal	
0806020	Primer, Stain Block, 1-gallon containers	12 gal	
0806021	Primer, Stain Block, 13 oz aerosol can	100 can	
0806102	Acrylic Spray Enamel, Rust Control, Gloss White, Interior/exterior, 12 oz aerosol can	100 can	
0806100	Acrylic Spray Enamel, Rust Control, Gloss White, Interior/exterior, 12 oz aerosol can	36 can	
0802001	Latex Semi-Gloss, color Oyster White Sheen 40-50 @60degrees Coverage 400 sq. ft. Dry Time 2-3 hr Recoat 4 hr Percent by Weight 51% +1-2 Percent Solids 37% +1-2 Application brush, roller or spray Container 5 gal Porter (6139 Promaster 2000) Sherwin Williams (B31W251 PRO MAR 200)	1200 gal	
0802002	Latex Semi-Gloss, color Dover White Sheen 40-50 @ 60degrees Coverage 400 sq. ft. Dry Time 2-3hr Recoat 4 hr Percent by Weight 51% +1-2 Percent Solids 37% +1-2 Application brush, roller or spray Container 5 gal Porter (6139 Promaster 2000) Sherwin Williams (B31W251 PRO MAR 200)	1000 gal	

Part#	Description	approximant Qty. Used	unit Price
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0802003	Industrial Enamel, Alkyd, Gloss, color China Doll Sheen 79-85 @ 60degrees Coverage 400 sq. ft. Dry Time 2-3hr Recoat 4 hr Percent by Weight 64¾ +1-2 Percent Solids 44¾ + 1-2 Application brush, roller or spray Container 5 gal Porter (2749 Porter Guard) Sherwin Williams (854 Industrial Enamel)	48 gal	
0804020	Spackling Paste, Professional Grade 1 Qt can Sherwin Williams # C-50	36 can	
0804041	Joint Compound, Lightweight all Purpose ready mixed, Professional Grade, 12 LB can	24 can	
0805001	2 %" Paint Brush Professional Quality, Non Polyester, Bristle length 2 15/16", Thickness 5/8 Contractor Series #441	8 ea	
0805010	3" Latex Paint Brush, DuPont Tynex, Nylon and Orel Polyester Bristle, length 3 3/8, Thickness 7/8 Contractors Series # 444	24 ea	
0805050	Paint Roller Cover 9" X ¼ Contractors Series, 4 Ply Core, Polyester Nao	18 ea	
0805051	Paint Roller Cover 9" X ½ Contractors Series, Polyester and Wool, 4 Ply Core, Polyester Nap	36 ea	
0805100	Paint Roller Frame, 9" heavy duty, 5/16 chrome rod. With nlastic handle	18 ea	
0805150	Paint Roller Try, 9" heavy gauge metal tray 4 at Caoacitv	12 ea	
0806150	Masking Tape, 2" by 60 yards Professional Qualitv	30 ea	
0900830	Wire Brush with scrapper Wood handle	36 ea	
	Water Based Industrial Enamel Colors: Bronze, China Doll or Tuhdra High Gloss, Fast Dry, Low Odor, water clean-up, Low VOC This item is to reolace oil-based Paints	150 ea	

2.2 The undersigned agrees that this bid may not be revoked or withdrawn After the time set for the opening of bids but shall remain open for acceptance for a period of sixty (60) days following such time.

Bidder's Signature

Date

P-004-C

2.3 The undersigned attests that the attached certifications of insurance, bonds and licenses are true and will remain in force for the two year term of the contract. The terms of the contract will be extended for two years with the consent of the Bidder and the JHA.

2.4 Nondiscrimination of Employment:
We, the supplier of goods, materials, equipment, or services covered by this bid or contract, have not discriminated in the employment of any persons on account of their race, creed, color, sex national origin or handicap status.

Date. _____

Firm _____

Official Address:

By _____

Title _____

Email: _____

Telephone#

Fed. ID#

3.0 SPECIFICATIONS

3.1 Scope of Services:

- a. The Jackson Housing Authority hereby requests bids for Paint Supplies as herein described delivered up on request from and to the JHA central Office at 125 Preston Street, Jackson, TN, 38301, throughout the term of the Contract. Samples may be requested to perform a field test on the products being considered for your bid. All products *must meet* the standards as set forth in this document.
- b. The term of the Service will be for 2 calendar year. The Jackson Housing Authority specifically reserves the right to increase or decrease the number of units of the Bid at its sole option depending upon such factors as availability, funding and other conditions that may warrant.
- c. The Contractor must Bid the Unit Prices as listed for the materials as herein listed.
- d. Contractor must provide all equipment, materials, supplies, labor, and resources needed to complete these tasks for sale and delivery of Paint Supplies to the JHA's central office at 125 Preston Street Jackson TN:
 - a. Paints and paint supplies are to be furnished by the Bidder and All paint shall be of same type, quality and colors as those used by JHA:
Sherwin Williams Latex Semi-gloss Promar 700
Sherwin Williams Industrial gloss Enamel
Gloss Polyurethane Varnish

3.3 Responsibilities

- a. The Contractor will assume the responsibility for the security, theft and vandalism of the Supplies that may be left at the delivery point unattended.

4 GENERAL CONDITIONS

4.3 Payments:

- A. Contractor will submit an invoice upon successfully completing delivery as directed and meeting final approval of the Jackson Housing Authority. One payment will be made within 30 days of receipt of the invoice.

4.4 Interest of Members of Congress:

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

4.5 Interest of Members, Officers or Employees and Former Members, Officers, or Employees:

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

FORM OF CONTRACT

PAINT SUPPLIES 2023-25

FOR ALL JHA SITES

THIS AGREEMENT, made this ____ day of ____ in the year of Two Thousand and Twenty by and between

-
- () A Corporation organization and existing under the laws of the State of Tennessee
- () A partnership consisting of _____
- () An individual trading as _____
hereinafter called the "Contractor" and The Jackson Housing Authority,
hereinafter called the "Authority" or 'JHA'.

Witnesseth, that the Contractor and the Authority for the consideration stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK: The Contractor shall furnish all Labor, materials, equipment, services, transportation, insurance, fees and permits to perform and complete all work associated with the Paint Supplies Contract as herein described. All materials and equipment shall be the same as those specified as much as possible.

ARTICLE 2. THE CONTRACT PRICE: The Authority shall pay the Contractor for the performance of the Contract in current funds, subject to additions and deductions as provided in the specifications in the sum of:

Dollars, (\$ _____)– See Bid List page B-003-A thru B-003-C

ARTICLE 3. JURISDICTION AND VENUE: In the event of a Contractor dispute or litigation arising out of said Contract, it is understood and agreed that this Contract was executed and performed in Madison County, and, as such, it is agreed by both parties that venue for said litigation, including an action of Declaratory Judgment, will be in Madison County.

ARTICLE 5. LIQUIDATED DAMAGES: As actual damages for delay in completion of the work which the Contractor is required to perform under this Contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay the Local Authority as liquidated damages the fixed and agreed sum of one hundred dollars (\$100) per day for each calendar day of delay from the date stipulated for completion or as modified in accordance with this Contract, Changes in the Work, under General Conditions, until such work is satisfactorily completed and accepted.

ARTICLE 6. CONTRACT DOCUMENTS: The Contract shall consist of the following component parts:

- a. Advertisement
- b. General Conditions for Non-Construction Contracts HUD-5370-C
- c. Instructions to Offerors, Non-Construction HUD-5369-B
- d. Certification Regarding Debarment and Suspension HUD-2992
- e. Section 3
- f. Equal Employment Opportunity Certification HUD-92010
- g. Drug Free Workplace Certification HUD-50070
- h. Certification of Payments to Influence Federal Transactions HUD-50071
- i. Notice of Service wages
- J. Specifications and all other documents, instructions and information here with included to Offerors
- k. Addenda

This instrument, together with the other documents enumerated in this Article 6, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, from the Contract. In the event that any provision of any other component part, the provision of the component part first enumerated in this Article 6 shall govern, except as otherwise specifically stated. The various provision in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in three (3) original counterparts the day and year first herein written.

Contract for Paint Supplies 2023-25

Date _____

Attest

CONTRACTOR

BY: _____

TITLE : _____

STREET _____

CITY: _____

STATE: __ TN _ ZIP _____

JACKSON HOUSING AUTHORITY
LOCAL AUTHORITY

BY : Mark Reid

TITLE: Executive Director

STREET: 125 Preston Street

CITY: Jackson

STATE: Tennessee ZIP 38301 —

(Please print or type names underneath all signatures.)

END OF DOCUMENT

K-003

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (excl. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

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

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - () The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(i) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

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

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies in yoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

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

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

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

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:]



Section 3 New Rule – 24 CFR 75

About Section 3

Section 3 is not just a grantee "requirement." It's a path toward economic uplift and self-sufficiency.

The Section 3 program requires that recipients of certain HUD funding, to the greatest extent possible, provide training, employment, contracting and other economic opportunities to low- and very low-income persons, especially those living in federally subsidized housing, and to businesses that provide economic opportunities to low- and very low-income persons.

The intent of Section 3 is to promote economic uplift and self-sufficiency among low-income persons, level the playing field for Section 3 residents/workers and businesses and strengthen local economies. Section 3 is not about compliance. It's about investing in good partners for an economic benefit and giving them the opportunity to benefit with you.

Section 3 Final Rule

Section 3 has been around almost as long as HUD has existed. As part of the ladder into economic uplift and self-sufficiency, the rule was revised September 28, 2020.

The Section 3 new rule will allow more HUD-assisted households to secure long-term employment and put them on a path towards economic uplift and self-sufficiency.

The final rule seeks to improve effectiveness by:

- Focusing reporting on key outcome metrics
- Promoting sustained employment and career development
- Aligning reporting with standard business practices
- Changing thresholds for Section 3-covered assistance

Section 3 Worker

What is a Section 3 Worker?

Section 3 worker means any resident who fits one of the following categories:

- A worker whose income for the previous or annualized calendar year is below the income limit established by HUD
- Employed by a Section 3 business concern
- A YouthBuild participant

Targeted Section 3 Worker

What is a Targeted Section 3 Worker?

Targeted Section 3 is a Section 3 worker who is also:

- A worker employed by a Section 3 business concern
- A worker who currently is or who was when hired by the worker's current employer, as documented within the past five years:
 - Public Housing resident or HCV participant
 - Resident of other housing assisted by the PHA or in the PHA's property management portfolio
 - Living within the service area or the neighborhood of the project; or
 - A YouthBuild participant

Section 3 Business

What is a Section 3 Business?

Section 3 business means any business that meets at least one of the following criteria, documented within the last six-month period:

- 51% or more owned and controlled by low-very low-income persons
- 75% or more labor hours are performed by low or very low-income persons
- 51% or more owned and controlled by current residents of public housing or HCV-assisted housing

The final rule changes the definition of a Section 3 business by focusing on how many hours employees work rather than number of employees. Rather than limiting businesses to low- or very low-income residents of the metropolitan statistical area where Section 3 funds are spent, it emphasizes low- or very-low income persons, including those living in public housing or Section 8.

The rule focuses on tracking and reporting of labor hours instead of new hires. The focus on labor hours would measure total actual employment and the proportion of the total employment performed by low- and very low-income workers. In addition, the focus on labor hours emphasizes continued employment.

New Rule Benchmarks

The new Section 3 performance benchmarks are still under consideration by HUD and will be published in the near future.

Opportunity Portal

Helps match Section 3 workers to jobs and training opportunities, and Section 3 businesses to contracting opportunities.

<https://hudapps.hud.gov/OpportunityPortal/>

Business Registry

A listing of firms that have self-certified that they meet one of the regulatory definitions of a Section 3 business and are included in a searchable online database that can be used by agencies that receive HUD funds, developers, contractors and others to facilitate the awareness of certain HUD-funded contracts.

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome>



Section 3 Business Registry and Opportunity Portal

Frequently Asked Questions

What is Section 3

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that preference for employment, training and contracting opportunities generated from the expenditure of certain HUD funds is directed to local low- and very low-income persons, particularly those who receive federal housing assistance, and businesses that are owned by or substantially employ such persons.

Section 3 Opportunity Portal

The Section 3 Opportunity Portal is intended to help HUD grantees and Section 3 businesses meet their Section 3 obligations for employment and contracting. The site is to be used by either Section 3 workers or employers. Section 3 residents may use the site to search for jobs and post their profile/employment history for companies to search. Employers may use the site for posting jobs/contract opportunities or search for residents to fill positions.

<https://hudapps.hud.gov/OpportunityPortal/>

Section 3 Worker

What is a Section 3 Worker?

Section 3 worker means any resident who fits one of the following categories:

- A worker whose income for the previous or annualized calendar year is below the income limit established by HUD
- Employed by a Section 3 business concern
- A YouthBuild participant

Targeted Section 3 Worker

What is a Targeted Section 3 Worker?

Targeted Section 3 is a Section 3 worker who is also:

- A worker employed by a Section 3 business concern
- A worker who currently is or who was when hired by the worker's current employer, as documented within the past five years:
 - Public Housing resident or HCV participant
 - Resident of other housing assisted by the PHA or in the PHA's property management portfolio
 - Living within the service area or the neighborhood of the project; or
 - A YouthBuild participant

Section 3 Business

What is a Section 3 Business?

Section 3 business means any business that meets at least one of the following criteria, documented within the last six-month period:

- 51% or more owned and controlled by low-very low-income persons
- 75% or more labor hours are performed by low or very low-income persons
- 51% or more owned and controlled by current residents of public housing or HCV assisted housing

The final rule changes the definition of a Section 3 business by focusing on how many hours employees work rather than number of employees. Rather than limiting businesses to low- or very low-income residents of the metropolitan statistical area where Section 3 funds are spent, it emphasizes low- or very-low income persons, including those living in public housing or Section 8.

The rule focuses on tracking and reporting of labor hours instead of new hires. The focus on labor hours would measure total actual employment and the proportion of the total employment performed by low- and very low-income workers. In addition, the focus on labor hours emphasizes continued employment.

HUD's Section 3 Business Registry

The Section 3 Business Registry is a registry of businesses that have self-certified their status as Section 3 businesses. Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 business will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non-construction contracts to Section 3 businesses. Section 3 workers are also encouraged to use the registry to identify businesses that may have HUD-funded employment opportunities.

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome>

How does my firm submit a self-certification application for Section 3?

www.hud.gov/Sec3Biz

When does a business certification expire?

Businesses must recertify after 3 years

Where do I find the database of businesses that have self-certified for Section 3?

www.hud.gov/Sec3Biz

How can I change or update my contact information?

Email: Sec3biz@hud.gov

Business Registry Required Documentation

For inclusion in the registry, businesses must submit the online application and are not initially required to submit any additional documentation to HUD. Additional documentation may be requested if HUD receives complaints alleging that any business in its registry has misrepresented their firm's status to the Department. Businesses may also be required to submit supporting documentation as evidence of their eligibility to recipients prior to the award of the HUD-funded contract.

Verification of Business Authenticity

While the Department maintains the business registry database, it has not verified the information submitted by the businesses and does not endorse the services they provide. Accordingly, it is recommended that users perform due diligence before awarding contracts to businesses that have self-certified their status as a Section 3 business.

The Department will periodically conduct random audits of the Section 3 businesses in its registry.

Are Section 3 Businesses Automatically Entitled to HUD-funded Contracts?

Section 3 businesses are not entitled to a contract simply by being listed in the HUD Section 3 Business Registry Database. Section 3 businesses may need to demonstrate to the satisfaction of the recipient agency (i.e., Public Housing Authority, local government agency, developer, etc.) that they are a responsible bidder with the ability to perform successfully under the terms and the conditions of prospective contracts.

The Section 3 regulation at 24 CFR Part 135.36 provides preference to Section 3 businesses that submit responsible bids for contracts and subcontracts, but does not guarantee the award of contracts.

Will My Business Be Contacted After it is Listed on the Section 3 Business Registry?

HUD grantees and their developers or contractors may contact your business with bid solicitations for contracts, but they are not required to do so. Businesses should proactively reach out to recipients of Section 3 covered HUD funding in their metropolitan area or Nonmetropolitan Country.

How to Report a Firm That is Not Section 3

The Department strongly encourages anyone that believes that a firm in this registry does not meet the eligibility criteria of a Section 3 business to notify the HUD Office of Inspector General at <http://www.hudoint.gov/report-fraud>. HUD's Office of Inspector General is responsible for investigating claims of fraudulence. In such situations, the HUD Office of Inspector General may request documentation and additional information from the business to verify that they qualify for inclusion in the database. Businesses found to have misrepresented themselves will be removed from the database and penalized as appropriate by the HUD Office of Inspector General.

Contract Clause

HUD Section 3 Compliance Acknowledgement

- a. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. §1701u) ("**Section 3**"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted developments covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons including persons who are recipients of HUD assistance for housing, with preference for both targeted workers living in the service area or neighborhood of the Development and Youthbuild participants, as defined at 24 CFR Part 75 ("**Section 3 Regulations**").
- b. The Parties agree to comply with HUD's regulations in Section 3 Regulations, which implement Section 3. As evidenced by their execution of this Contract, the Parties certify that they are under no contractual or other impediment that would prevent them from complying with the Section 3 Regulations.
- c. The Development Owner agrees to send to each labor organization or representative of workers with which the Development Owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Development Owner's commitments under this section of the Contract, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and shall set forth the following: (i) minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each, (iv) name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.
- d. The Development Owner agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in Section 3 Regulations and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in Section 3 Regulations. The Development Owner will not subcontract with any subcontractor where the Development Owner has notice or knowledge that the subcontractor has been found in violation of the regulations in Section 3 Regulations.
- e. The Development Owner will certify that any vacant employment positions, including training positions, that are filled (i) after a contractor is selected but before the contract is executed, and (ii) with persons other than those to whom the regulations of Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Development Owner's obligations under Section 3 Regulations.
- f. Noncompliance with HUD's regulations in Section 3 Regulations may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

I have read and understand these requirements of this Section 3 funded project:

Business Name: _____

Business Address: _____

Print Name: _____

Signature: _____ Date: _____

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 4/30/2020)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

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

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

(2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

(3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-4639 Revision No.: 19 Date Of Last Revision: 12/27/2022

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 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 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 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 2023.

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

State: Tennessee

Area: Tennessee Counties of Chester, Crockett, Madison

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.32***
01012 - Accounting Clerk II		16.09***
01013 - Accounting Clerk III		17.99
01020 - Administrative Assistant		25.92
01035 - Court Reporter		18.88
01041 - Customer Service Representative I		13.11***
01042 - Customer Service Representative II		14.30***
01043 - Customer Service Representative III		16.05***
01051 - Data Entry Operator I		14.60***
01052 - Data Entry Operator II		15.92***
01060 - Dispatcher, Motor Vehicle		20.75
01070 - Document Preparation Clerk		13.90***
01090 - Duplicating Machine Operator		13.90***
01111 - General Clerk I		13.59***
01112 - General Clerk II		14.82***
01113 - General Clerk III		16.65

01120 - Housing Referral Assistant	21.05
01141 - Messenger Courier	13.82***
01191 - Order Clerk I	16.28
01192 - Order Clerk II	17.75
01261 - Personnel Assistant (Employment) I	16.88
01262 - Personnel Assistant (Employment) II	18.88
01263 - Personnel Assistant (Employment) III	21.05
01270 - Production Control Clerk	22.10
01290 - Rental Clerk	16.64
01300 - Scheduler, Maintenance	16.88
01311 - Secretary I	16.88
01312 - Secretary II	18.88
01313 - Secretary III	21.05
01320 - Service Order Dispatcher	18.55
01410 - Supply Technician	25.92
01420 - Survey Worker	17.19
01460 - Switchboard Operator/Receptionist	13.33***
01531 - Travel Clerk I	14.54***
01532 - Travel Clerk II	15.56***
01533 - Travel Clerk III	16.66
01611 - Word Processor I	15.04***
01612 - Word Processor II	16.88
01613 - Word Processor III	18.88
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.44
05010 - Automotive Electrician	19.74
05040 - Automotive Glass Installer	18.44
05070 - Automotive Worker	18.44
05110 - Mobile Equipment Servicer	15.71***
05130 - Motor Equipment Metal Mechanic	21.02
05160 - Motor Equipment Metal Worker	18.44
05190 - Motor Vehicle Mechanic	21.02
05220 - Motor Vehicle Mechanic Helper	14.39***
05250 - Motor Vehicle Upholstery Worker	17.21
05280 - Motor Vehicle Wrecker	18.44
05310 - Painter, Automotive	19.74
05340 - Radiator Repair Specialist	18.44
05370 - Tire Repairer	13.77***
05400 - Transmission Repair Specialist	21.02
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.56
07041 - Cook I	11.80***
07042 - Cook II	13.85***
07070 - Dishwasher	10.23***
07130 - Food Service Worker	10.33***
07210 - Meat Cutter	14.57***
07260 - Waiter/Waitress	9.70***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.58
09040 - Furniture Handler	10.74***
09080 - Furniture Refinisher	17.58
09090 - Furniture Refinisher Helper	12.97***
09110 - Furniture Repairer, Minor	15.27***
09130 - Upholsterer	17.58
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.70***
11060 - Elevator Operator	13.70***
11090 - Gardener	18.75
11122 - Housekeeping Aide	11.26***
11150 - Janitor	11.26***
11210 - Laborer, Grounds Maintenance	14.01***
11240 - Maid or Houseman	11.26***
11260 - Pruner	12.47***
11270 - Tractor Operator	17.17
11330 - Trail Maintenance Worker	14.01***

11360 - Window Cleaner	12.65***
12000 - Health Occupations	
12010 - Ambulance Driver	17.87
12011 - Breath Alcohol Technician	18.20
12012 - Certified Occupational Therapist Assistant	24.97
12015 - Certified Physical Therapist Assistant	30.14
12020 - Dental Assistant	19.56
12025 - Dental Hygienist	35.71
12030 - EKG Technician	27.17
12035 - Electroneurodiagnostic Technologist	27.17
12040 - Emergency Medical Technician	17.87
12071 - Licensed Practical Nurse I	16.27
12072 - Licensed Practical Nurse II	18.20
12073 - Licensed Practical Nurse III	20.29
12100 - Medical Assistant	16.12***
12130 - Medical Laboratory Technician	22.06
12160 - Medical Record Clerk	16.19***
12190 - Medical Record Technician	18.11
12195 - Medical Transcriptionist	16.97
12210 - Nuclear Medicine Technologist	40.01
12221 - Nursing Assistant I	12.14***
12222 - Nursing Assistant II	13.65***
12223 - Nursing Assistant III	14.89***
12224 - Nursing Assistant IV	16.71
12235 - Optical Dispenser	18.16
12236 - Optical Technician	16.27
12250 - Pharmacy Technician	15.02***
12280 - Phlebotomist	14.43***
12305 - Radiologic Technologist	24.12
12311 - Registered Nurse I	25.41
12312 - Registered Nurse II	30.43
12313 - Registered Nurse II, Specialist	30.43
12314 - Registered Nurse III	36.80
12315 - Registered Nurse III, Anesthetist	36.80
12316 - Registered Nurse IV	44.11
12317 - Scheduler (Drug and Alcohol Testing)	22.55
12320 - Substance Abuse Treatment Counselor	21.35
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.89
13012 - Exhibits Specialist II	25.88
13013 - Exhibits Specialist III	31.66
13041 - Illustrator I	20.89
13042 - Illustrator II	25.88
13043 - Illustrator III	31.66
13047 - Librarian	28.66
13050 - Library Aide/Clerk	16.64
13054 - Library Information Technology Systems Administrator	25.88
13058 - Library Technician	20.89
13061 - Media Specialist I	18.67
13062 - Media Specialist II	20.89
13063 - Media Specialist III	23.29
13071 - Photographer I	18.67
13072 - Photographer II	20.89
13073 - Photographer III	25.88
13074 - Photographer IV	31.66
13075 - Photographer V	38.30
13090 - Technical Order Library Clerk	20.89
13110 - Video Teleconference Technician	18.67
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.52
14042 - Computer Operator II	20.72
14043 - Computer Operator III	23.10
14044 - Computer Operator IV	25.67
14045 - Computer Operator V	28.43

14071 - Computer Programmer I	(see 1)	21.66
14072 - Computer Programmer II	(see 1)	26.85
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.52
14160 - Personal Computer Support Technician		25.67
14170 - System Support Specialist		28.43
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.02
15020 - Aircrew Training Devices Instructor (Rated)		36.76
15030 - Air Crew Training Devices Instructor (Pilot)		43.53
15050 - Computer Based Training Specialist / Instructor		30.02
15060 - Educational Technologist		31.26
15070 - Flight Instructor (Pilot)		43.53
15080 - Graphic Artist		23.59
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		43.29
15086 - Maintenance Test Pilot, Rotary Wing		43.29
15088 - Non-Maintenance Test/Co-Pilot		43.29
15090 - Technical Instructor		21.83
15095 - Technical Instructor/Course Developer		26.71
15110 - Test Proctor		17.62
15120 - Tutor		17.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		12.53***
16030 - Counter Attendant		12.53***
16040 - Dry Cleaner		14.33***
16070 - Finisher, Flatwork, Machine		12.53***
16090 - Presser, Hand		12.53***
16110 - Presser, Machine, Drycleaning		12.53***
16130 - Presser, Machine, Shirts		12.53***
16160 - Presser, Machine, Wearing Apparel, Laundry		12.53***
16190 - Sewing Machine Operator		15.05***
16220 - Tailor		16.04***
16250 - Washer, Machine		13.12***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.02
19040 - Tool And Die Maker		26.54
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.85***
21030 - Material Coordinator		22.10
21040 - Material Expediter		22.10
21050 - Material Handling Laborer		14.01***
21071 - Order Filler		13.72***
21080 - Production Line Worker (Food Processing)		15.85***
21110 - Shipping Packer		18.29
21130 - Shipping/Receiving Clerk		18.29
21140 - Store Worker I		12.13***
21150 - Stock Clerk		17.19
21210 - Tools And Parts Attendant		15.85***
21410 - Warehouse Specialist		15.85***
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		24.11
23019 - Aircraft Logs and Records Technician		18.49
23021 - Aircraft Mechanic I		22.74
23022 - Aircraft Mechanic II		24.11
23023 - Aircraft Mechanic III		25.56
23040 - Aircraft Mechanic Helper		15.57***
23050 - Aircraft, Painter		21.35
23060 - Aircraft Servicer		18.49
23070 - Aircraft Survival Flight Equipment Technician		21.35
23080 - Aircraft Worker		19.95
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		19.95

I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	22.74
II	
23110 - Appliance Mechanic	21.35
23120 - Bicycle Repairer	17.00
23125 - Cable Splicer	34.98
23130 - Carpenter, Maintenance	19.37
23140 - Carpet Layer	19.95
23160 - Electrician, Maintenance	27.12
23181 - Electronics Technician Maintenance I	26.10
23182 - Electronics Technician Maintenance II	27.93
23183 - Electronics Technician Maintenance III	29.76
23260 - Fabric Worker	18.49
23290 - Fire Alarm System Mechanic	23.16
23310 - Fire Extinguisher Repairer	17.00
23311 - Fuel Distribution System Mechanic	23.16
23312 - Fuel Distribution System Operator	17.32
23370 - General Maintenance Worker	19.72
23380 - Ground Support Equipment Mechanic	22.74
23381 - Ground Support Equipment Servicer	18.49
23382 - Ground Support Equipment Worker	19.95
23391 - Gunsmith I	17.00
23392 - Gunsmith II	19.95
23393 - Gunsmith III	22.74
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.11
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	23.55
23430 - Heavy Equipment Mechanic	23.48
23440 - Heavy Equipment Operator	21.74
23460 - Instrument Mechanic	22.74
23465 - Laboratory/Shelter Mechanic	21.35
23470 - Laborer	14.01***
23510 - Locksmith	21.35
23530 - Machinery Maintenance Mechanic	27.59
23550 - Machinist, Maintenance	21.57
23580 - Maintenance Trades Helper	17.30
23591 - Metrology Technician I	22.74
23592 - Metrology Technician II	24.11
23593 - Metrology Technician III	25.56
23640 - Millwright	24.37
23710 - Office Appliance Repairer	21.85
23760 - Painter, Maintenance	17.49
23790 - Pipefitter, Maintenance	24.58
23810 - Plumber, Maintenance	23.08
23820 - Pneudraulic Systems Mechanic	22.74
23850 - Rigger	22.74
23870 - Scale Mechanic	19.95
23890 - Sheet-Metal Worker, Maintenance	21.92
23910 - Small Engine Mechanic	19.95
23931 - Telecommunications Mechanic I	29.01
23932 - Telecommunications Mechanic II	30.73
23950 - Telephone Lineman	24.74
23960 - Welder, Combination, Maintenance	18.35
23965 - Well Driller	22.74
23970 - Woodcraft Worker	22.74
23980 - Woodworker	17.00
24000 - Personal Needs Occupations	
24550 - Case Manager	15.83***
24570 - Child Care Attendant	11.22***
24580 - Child Care Center Clerk	14.11***
24610 - Chore Aide	10.66***
24620 - Family Readiness And Support Services Coordinator	15.83***
24630 - Homemaker	16.62

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.08
25040 - Sewage Plant Operator	23.55
25070 - Stationary Engineer	25.08
25190 - Ventilation Equipment Tender	17.17
25210 - Water Treatment Plant Operator	23.55
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.29
27007 - Baggage Inspector	12.83***
27008 - Corrections Officer	21.15
27010 - Court Security Officer	19.79
27030 - Detection Dog Handler	14.95***
27040 - Detention Officer	21.15
27070 - Firefighter	18.13
27101 - Guard I	12.83***
27102 - Guard II	14.95***
27131 - Police Officer I	21.51
27132 - Police Officer II	22.75
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.86***
28042 - Carnival Equipment Repairer	14.03***
28043 - Carnival Worker	9.34***
28210 - Gate Attendant/Gate Tender	15.20***
28310 - Lifeguard	13.04***
28350 - Park Attendant (Aide)	17.01
28510 - Recreation Aide/Health Facility Attendant	12.41***
28515 - Recreation Specialist	20.28
28630 - Sports Official	13.54***
28690 - Swimming Pool Operator	16.48
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.95
29020 - Hatch Tender	19.95
29030 - Line Handler	19.95
29041 - Stevedore I	18.49
29042 - Stevedore II	21.35
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.27
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.07
30022 - Archeological Technician II	20.22
30023 - Archeological Technician III	25.05
30030 - Cartographic Technician	25.05
30040 - Civil Engineering Technician	22.40
30051 - Cryogenic Technician I	27.74
30052 - Cryogenic Technician II	30.65
30061 - Drafter/CAD Operator I	18.07
30062 - Drafter/CAD Operator II	20.22
30063 - Drafter/CAD Operator III	22.54
30064 - Drafter/CAD Operator IV	27.74
30081 - Engineering Technician I	17.14
30082 - Engineering Technician II	18.54
30083 - Engineering Technician III	21.52
30084 - Engineering Technician IV	25.66
30085 - Engineering Technician V	30.95
30086 - Engineering Technician VI	37.45
30090 - Environmental Technician	25.05
30095 - Evidence Control Specialist	25.05
30210 - Laboratory Technician	22.54
30221 - Latent Fingerprint Technician I	27.74
30222 - Latent Fingerprint Technician II	30.65
30240 - Mathematical Technician	25.05
30361 - Paralegal/Legal Assistant I	18.81
30362 - Paralegal/Legal Assistant II	22.91
30363 - Paralegal/Legal Assistant III	28.03

30364 - Paralegal/Legal Assistant IV	33.90
30375 - Petroleum Supply Specialist	30.65
30390 - Photo-Optics Technician	25.05
30395 - Radiation Control Technician	30.65
30461 - Technical Writer I	25.05
30462 - Technical Writer II	30.65
30463 - Technical Writer III	37.07
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	27.74
30502 - Weather Forecaster II	33.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 22.54
30621 - Weather Observer, Senior	(see 2) 25.05
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	12.97***
31030 - Bus Driver	18.88
31043 - Driver Courier	15.89***
31260 - Parking and Lot Attendant	11.54***
31290 - Shuttle Bus Driver	13.89***
31310 - Taxi Driver	11.69***
31361 - Truckdriver, Light	16.81
31362 - Truckdriver, Medium	18.19
31363 - Truckdriver, Heavy	22.15
31364 - Truckdriver, Tractor-Trailer	22.15
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	10.64***
99050 - Desk Clerk	12.05***
99095 - Embalmer	26.22
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	14.28***
99252 - Laboratory Animal Caretaker II	15.59***
99260 - Marketing Analyst	26.19
99310 - Mortician	26.22
99410 - Pest Controller	17.37
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	15.86***
99711 - Recycling Specialist	19.43
99730 - Refuse Collector	14.12***
99810 - Sales Clerk	11.81***
99820 - School Crossing Guard	13.77***
99830 - Survey Party Chief	19.49
99831 - Surveying Aide	12.77***
99832 - Surveying Technician	17.49
99840 - Vending Machine Attendant	18.96
99841 - Vending Machine Repairer	24.30
99842 - Vending Machine Repairer Helper	18.96

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

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

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

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

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

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

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and

related to user or system design specifications;

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

Certification of Payments to Influence Federal Transactions

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

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicant Name _____

Program/Activity Receiving Federal Grant Funding _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official _____

Title _____

Signature _____

Date (mm/dd/yyyy) _____

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name _____

Program/Activity Receiving Federal Grant Funding _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official _____

Title _____

Signature _____

Date _____

X